



ITEM NO. 9

*STAFF REPORT*

*CITY OF OCEANSIDE*

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DATE: December 17, 2014

TO: Honorable Mayor and City Councilmembers  
President and Directors of the Small Craft Harbor District

FROM: Harbor Division

SUBJECT: **ACCEPTANCE OF \$47,500 IN GRANT FUNDS FROM CALRECYCLE,  
ADMINISTERED BY THE BAY FOUNDATION**

**SYNOPSIS**

Staff recommends that the City Council accept \$47,500 in grant funds from CalRecycle, administered by The Bay Foundation, awarded to the City for the construction of a vessel bilge pump out facility and for implementation of the Absorbent Pad Exchange Program; appropriate these funds to the Harbor Division; and authorize the City Manager, or designee, to execute the grant documents.

**BACKGROUND**

The California's Department of Resources Recycling and Recovery (CalRecycle) brings together the state's recycling and waste management programs and continues a tradition of environmental stewardship. Through landmark initiatives like the Integrated Waste Management Act and Beverage Container Recycling and Litter Reduction Act, California works toward a society that uses less, recycles more, and takes resource conservation to higher and higher levels. Our state now leads the nation with a 65 percent recycling rate for all materials, and today recycling supports more than 140,000 green jobs in California. CalRecycle's vision is to inspire and challenge Californians to achieve the highest waste reduction, recycling and reuse goals in the nation. Through innovation and creativity, sound advancements in science and technology, and efficient programs that improve economic vitality and environmental sustainability, we build a stronger California.

The Bay Foundation (TBF)—also known as the Santa Monica Bay Restoration Foundation—is a 501(c) 3 non-profit environmental group founded in 1990 to restore and enhance the Santa Monica Bay and local coastal waters. TBF is staffed by science and policy experts who are passionate about understanding and protecting the Bay and the Bay watershed, and all the benefits that a healthy ecosystem can provide all those who use and enjoy it. TBF works with a broad group of stakeholders, including government agencies, environmental groups, local communities, industry and scientists, to create and put into action innovative policies and projects that clean up our waterways, create green spaces in urban areas, and restore natural habitats both on land and underwater, such as wetlands and kelp forests.

## **ANALYSIS**

The Oceanside Harbor District (OHD) will partner with TBF to construct a new vessel bilge pump out facility, with a bilge pump out and oil-water separator for proper treatment and disposal of oily bilge water, utilizing an existing dock. Approximately \$41,000 of grant funds from TBF will be used for construction. OHD agrees to provide approximately \$9,000 from the existing budget for construction and will provide the continuous operation of the facility for seven years after completion. Grant funds in the amount of \$6,500 will be used to implement the Absorbent Pad Exchange Program including equipment, supplies, implementation, educational outreach materials and disposal of used absorbent bilge pads. OHD obligation is to operate the program until at least April 2016.

This vessel bilge pump out facility will be only the third to be located in Southern California; the two existing are located in Santa Barbara Harbor and Channel Islands Harbor.

The project objectives are consistent with the water quality and boater-serving goals of the OHD. Staff believes that the bilge pump out resource will help many boaters that currently have no lawful option for the proper disposal of oily bilge water other than to pump it into containers and bring it to the Harbor Office. The Absorbent Pad Exchange Program will allow boaters to receive, utilize and return used absorbent pads for proper disposal at no cost to the boater, resulting in cleaner Harbor waters and keeping oily waste from entering the landfill.

## **FISCAL IMPACT**

The acceptance and appropriation of the \$47,500 in grant funds will go towards the construction of a vessel bilge pump out facility and implementation of the Absorbent Pad Exchange Program. The grant will be accounted for in business unit 836140600272 APEP CalRecycle Grant.

The grant has a \$9,000 matching fund requirement which will be appropriated in account 600627101.5320. Currently, there is \$517,000 in available budget. Therefore, sufficient funds are available.

## **COMMISSION OR COMMITTEE REPORT**

The Harbor & Beaches Advisory Committee will be updated on this item at its next regularly scheduled meeting.

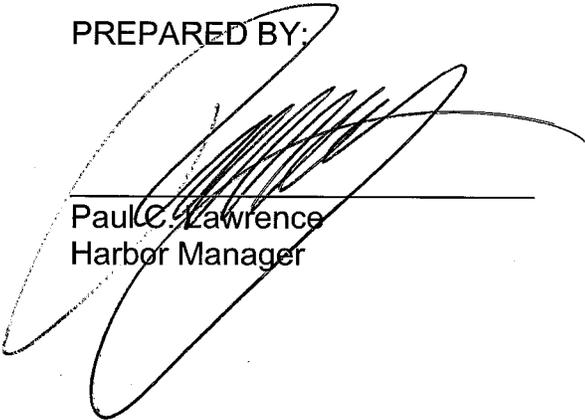
## **CITY ATTORNEY'S ANALYSIS**

The referenced documents have been reviewed by the City Attorney and approved as to form.

**RECOMMENDATION**

Staff recommends that the City Council accept \$47,500 in grant funds from CalRecycle, administered by The Bay Foundation, awarded to the City for the construction of a vessel bilge pump out facility and for implementation of the Absorbent Pad Exchange Program; appropriate these funds to the Harbor Division; and authorize the City Manager, or designee, to execute the grant documents.

PREPARED BY:



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Paul C. Lawrence  
Harbor Manager

SUBMITTED BY:



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Steven R. Jepsen  
City Manager

REVIEWED BY

Michelle Skaggs-Lawrence, Assistant City Manager  
James Riley, Financial Services Director



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ATTACHMENTS

**Attachment A – MOU for Bilge Pump Out**  
**Attachment B – MOU for Absorbent Pad Exchange Program**



## Memorandum of Understanding

This Memorandum of Understanding (MOU) establishes a collaborative agreement between The Bay Foundation (TBF) and The City of Oceanside Harbor and Beaches Division (Oceanside) for joint participation in the installation and maintenance of a bilge pump out facility including an oil water separator (Project), funded by a grant from Cal Recycle.

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaboration;

### I) Description of Partner Agencies

- The Bay Foundation is a 501(c) 3 non-profit environmental group founded in 1990 to restore and enhance the Santa Monica Bay and local coastal waters.
- The City of Oceanside Harbor and Beaches Division provide quality public facilities and services to Oceanside residents and visitors in the harbor, beach, and pier areas. The division is committed to the highest level of service in the coastal area focusing resources and management to enhance the facilities and to serve the diverse array of users.

### II) Background on the Bilge Pump out and Oil Water Separator Project

- The use of a bilge pump out connected to an oil water separator is an effective way for boaters to help prevent oily bilge discharge and clean the bilge compartment. Once completed the Project will offer recreational boaters a rare but ideal resource to properly dispose of oily bilge water.

### III) Roles and Responsibilities

- It is the responsibility of TBF to facilitate this partnership and assist in the installation and maintenance of a bilge pump out and oil water separator.
- It is the responsibility of TBF to go out to bid for the equipment and installation of a bilge pump out and oil water separator.
- It is the responsibility of TBF to provide monetary compensation in the maximum amount of \$41,000.00 (Forty One Thousand Dollars) to an agreed upon vendor for the equipment and installation of a bilge pump out and oil water separator as well as disposal of oily waste until March 31, 2016 or until grant funds are exhausted, whichever comes first.
- It is the responsibility of both TBF and Oceanside to participate in monthly update meetings or conference calls and work collaboratively throughout the planning, permitting, and construction process.
- It is the responsibility of both TBF and Oceanside to review the Project's success throughout its duration and upon completion. TBF will track the amount of oil recycled from the bilge pump out system. Oceanside will track boater comments and suggestions. Information will be exchanged during quarterly monitoring.
- It is the responsibility of Oceanside to announce and advertise the Project to the boating community via flyers, newsletters, and by any other means necessary. Oceanside will provide TBF, during quarterly monitoring, with copies (PDF or paper) of all announcement materials, information on how materials were distributed, and an estimate of the number of people reached.

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through actions and partnerships that improve water quality,  
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- Oceanside will be responsible for the cost (estimated at approximately \$9,000) of; an oil storage tank, plumbing to the sewer system or harbor for wastewater discharge, electrical supply costs for air compressor, discharge pump, pump control, and an airline from the air compressor to the air pump.
- It is the responsibility of Oceanside to designate, acquire, or build a structure for the oil water separator to lie in.
- It is the responsibility of Oceanside to maintain the bilge pump out and oil water separator for a minimum of 7 (seven) years.

**IV) Terms of Understanding**

It is expressly understood that once the installation is complete the bilge pump out facility is required to be open to the public and free of charge for a minimum of 7 years.

It is expressly understood that the bilge pump out must be accessible to The Bay Foundation staff for a minimum of 7 years for monitoring purposes.

It is expressly understood and agreed that The Bay Foundation will financially support the Project to the maximum sum of \$41,000.00 (Forty One Thousand Dollars). In no event will the total compensation for the Project exceed the maximum sum of \$41,000.00 (Forty One Thousand Dollars).

The Santa Monica Bay Restoration Foundation (SMBRF) DBA The Bay Foundation (TBF) requires Oceanside to have commercial general insurance, the SMBRF requires naming the Santa Monica Bay Restoration Foundation as an additional insured with a limit of not less than One Million Dollars (\$1,000,000).

If for any reason Oceanside is not withholding their part of the MOU The Bay Foundation, at their discretion, will notify Oceanside in writing and has the authority to revoke the Project, 30 days after the written notice. If a 30 day notice is given, Oceanside and TBF will mutually agree on the outcome of the Project.

The term of this MOU is from the effective date of this agreement to 7 (seven) years past the completion of construction for planning, implementation, review, and monitoring of the Project.

Any party may terminate this MOU within 30 days of the effective date of this agreement with written notice to all parties without penalties or liabilities.

**Authorization**

The signing of this MOU is not a formal undertaking. It implies that the signatories will strive to reach, to the best of their ability, the objectives stated in the MOU.

On behalf of the organization I represent, I wish to sign this MOU and contribute to its further development.

The Bay Foundation

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Name Date

The City of Oceanside Harbor and Beaches Division

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Name Date

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## Memorandum of Understanding

This Memorandum of Understanding (MOU) establishes a collaborative agreement between The Bay Foundation (TBF) and The City of Oceanside Harbor and Beaches Division (Oceanside) for joint participation in the Absorbent Pad Exchange Program (Program), funded by a grant from CalRecycle.

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaboration;

### I) Description of Partner Agencies

- The Bay Foundation is a 501(c) 3 non-profit environmental group founded in 1990 to restore and enhance the Santa Monica Bay and local coastal waters.
- The City of Oceanside Harbor and Beaches Division provide quality public facilities and services to Oceanside residents and visitors in the harbor, beach, and pier areas. The division is committed to the highest level of service in the coastal area focusing resources and management to enhance the facilities and to serve the diverse array of users.

### II) Background on the Absorbent Pad Exchange Program

- The use of an oil absorbent is a relatively easy and cost efficient way to help prevent oily bilge discharge. Absorbent Pad Exchange Programs (Programs) have become common throughout Southern California harbors. The Program offers individual boaters free clean oil absorbent pads and allows boaters to properly dispose of their saturated absorbent pads.

### III) Roles and Responsibilities

- It is the responsibility of TBF to facilitate this partnership and assist in the installation and operation of the Program.
- It is the responsibility of TBF to go out to bid for the equipment and services of the Program.
- It is the responsibility of TBF to provide monetary compensation in the maximum amount of \$6,500 (Six Thousand Five Hundred Dollars) to an agreed upon vendor(s) for the equipment and services of the Program including; used absorbent pad waste receptacle, quarterly delivery of absorbent pads, and proper disposal of used absorbent pads until March 31, 2016 or until grant funds are exhausted, whichever comes first.
- It is the responsibility of both TBF and Oceanside to work collaboratively and review the Program's success throughout its duration and upon completion. TBF will track the amount of oil absorbents distributed and recycled. Oceanside will track boater comments and suggestions. Information will be exchanged during quarterly monitoring.
- It is the responsibility of Oceanside to post required program signage and distribute clean absorbent pads to any and all recreational boaters who request them (one per person).
- It is the responsibility of Oceanside to collect a short postcard survey from each boater in exchange for a free absorbent pad. All collected surveys (75% of distributed absorbents) must be returned to The Bay Foundation during quarterly monitoring.

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- It is the responsibility of Oceanside to announce and advertise the Program to the boating community via flyers, newsletters, and by any other means necessary. Oceanside will provide TBF, during quarterly monitoring, with copies (PDF or paper) of all announcement materials, information on how materials were distributed, and an estimate of the number of people reached.
- It is the responsibility of Oceanside to maintain the Program until at least April 30, 2016.

#### IV) Terms of Understanding

It is expressly understood that the Program is required to be open to the public and free of charge until at least April 30, 2016.

It is expressly understood that the Program must be accessible to The Bay Foundation staff until at least April 30, 2016 for monitoring purposes.

It is expressly understood and agreed that The Bay Foundation will financially support the Program to the maximum sum of \$6,500 (Six Thousand Five Hundred Dollars). In no event will the total compensation for the Program exceed the maximum sum of \$6,500 (Six Thousand Five Hundred Dollars).

The Santa Monica Bay Restoration Foundation (SMBRF) DBA The Bay Foundation (TBF) requires Oceanside to have commercial general insurance, the SMBRF requires naming the Santa Monica Bay Restoration Foundation as an additional insured with a limit of not less than One Million Dollars (\$1,000,000).

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The term of this MOU is from the effective date of this agreement to April 30, 2016 for planning, implementation, review, and monitoring of the Program.

Any party may terminate this MOU within 30 days of the effective date of this agreement with written notice to all parties without penalties or liabilities.

#### Authorization

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