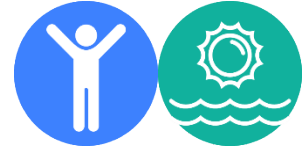


21) **Resolution Requesting a Grant from the California State Parks Department of Boating and Waterways to Install Three Floating Restrooms**

Adopt A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE ELSINORE, CALIFORNIA, IN SUPPORT OF A GRANT FROM THE CALIFORNIA STATE PARKS DEPARTMENT OF BOATING AND WATERWAYS FOR THE INSTALLATION OF THREE FLOATING RESTROOMS BY THE CITY AT LAKE ELSINORE.



REPORT TO CITY COUNCIL

To: Honorable Mayor and Members of the City Council

From: Jason Simpson, City Manager

Prepared by: Rick De Santiago, Public Works Manager

Date: December 10, 2024

Subject: Resolution Requesting a Grant from the California State Parks Department of Boating and Waterways to Install Three Floating Restrooms

Recommendation

Adopt A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE ELSINORE, CALIFORNIA, IN SUPPORT OF A GRANT FROM THE CALIFORNIA STATE PARKS DEPARTMENT OF BOATING AND WATERWAYS FOR THE INSTALLATION OF THREE FLOATING RESTROOMS BY THE CITY AT LAKE ELSINORE.

Background

Lake Elsinore is located on the southwest side of the City of Lake Elsinore, with a population of 72,472 in Riverside County. It is Southern California's largest natural freshwater lake, with 3,000 surface acres and over 14 miles of shoreline. The Lake accommodates a variety of recreational activities, including fishing, boating, jet skiing, water skiing, wakeboarding, kayaking, paddle boarding, windsurfing, bird watching, and swimming. Public amenities include beaches with picnic and shade features, easy-access parking, and a four-mile levee for hiking and nature watching. Although the Lake has numerous private boat launches, the city owns and operates a public boat launch at the Launch Pointe Recreation Destination and RV Resort (Launch Pointe). A population of over 1.5 million is within a 30-minute drive of the Lake, and the city sells approximately 10,000 lake-use passes per year (on average) for motorized vessels.

Discussion

The City of Lake Elsinore, Department of Public Works, requests three (3) floating restrooms from the California State Parks – Division of Boating and Waterways Grant Program for the Lake Elsinore recreational area. The Lake has two existing restrooms, which were installed in 2013 and paid for by the Floating Restroom Grant. Due to their age and condition from cumulative wear and tear, neither restroom is functioning as needed, and both restrooms are minimally functional. For the past few years, the city has been taking parts from one of the restrooms to extend the life of both restrooms and keep them functional. Both restrooms are heavily vandalized and are past their useful life (11 years old). Due to their age, parts are no longer readily available.

Lake Elsinore is one of Southern California's fastest-growing cities. Between 2000 and 2023, the population grew by 144% (Nielsen Insights). The average growth rate for the last ten years has been approximately 2.45% yearly. In response to population growth and increased demand for recreational opportunities, the city has invested heavily in developing numerous amenities at the Lake over the past decade. Population growth and the draw of these amenities have strained the existing floating restrooms. As such, the city aims to replace both existing restrooms and add a third to accommodate the growing demand and use of the Lake by residents and local and regional visitors. A grant award from the Department of Boating and Waterways will allow the city three fully functioning floating restrooms at this heavily trafficked and popular Lake.

Fiscal Impact

This grant will be supported by funding from the California State Parks Department of Boating and Waterways.

Attachments

- Attachment 1 - Resolution
- Attachment 2 - Grant Agreement
- Attachment 3 - Grant Application

Public Works

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE ELSINORE,
CALIFORNIA, REQUESTING A GRANT FROM THE CALIFORNIA STATE PARKS
DEPARTMENT OF BOATING AND WATERWAYS FOR THREE FLOATING
RESTROOMS FOR INSTALLATION BY THE CITY AT LAKE ELSINORE**

Whereas, the City of Lake Elsinore has ownership and control of Lake Elsinore, a natural lake located within city limits; and,

Whereas, the City of Lake Elsinore is desirous of installing three floating restrooms at Lake Elsinore to meet the needs of boaters, protect water quality, and to provide public access to these facilities; and,

Whereas, the Department of Boating and Waterways is authorized to provide grants to cities, counties, districts, and other public agencies for the installation of floating restrooms; and,

Whereas, the cost of the Floating Restrooms 2024-2025 project is \$0.00; and,

Whereas, if awarded, the Department of Boating and Waterways will provide the requested floating restrooms to the City of Lake Elsinore free of charge; and,

Whereas, the City of Lake Elsinore (applicant), if selected, will enter into a grant agreement with the Department of Boating and Waterways to carry out the project; and,

Whereas, the grant agreement will require the City of Lake Elsinore to provide for the operation and maintenance of said restrooms at no cost to the State for a period of ten (10) years; and,

Whereas, the City of Lake Elsinore will not charge a fee for use of the floating restrooms if awarded; and,

Whereas, the City of Lake Elsinore will install signage that shall acknowledge that the facility was provided by funds from the Clean Vessel Act with a sign supplied by the State; and,

Whereas, the City of Lake Elsinore will agree to all other terms and conditions outlined in the grant agreement; and,

Whereas, the City of Lake Elsinore has the legal authority and is authorized to enter into a funding agreement with the California State Parks Department of Boating and Waterways.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAKE ELSINORE DOES
HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:**

Section 1. Declares the above recitals to be true and correct and are incorporated into this resolution as findings of the City Council.

Section 2. The City of Lake Elsinore City Manager, or designee is hereby authorized and directed to execute the funding agreement with the California State Parks Department of Boating and Waterways and any amendments there to.

Section 3. The City of Lake Elsinore City Manager, or designee is hereby authorized and directed to submit any required documents, funding requests, and reports required to obtain the grant award.

Section 4. Certifies that the project will comply with all applicable laws and regulations of the State of California, U.S. Fish and Wildlife Code of Federal Regulations (2 CFR 200, 50 CFR 85), Equal Opportunity (41 CFR 60-1.4(b)), Copeland “Anti-Kickback” Act (40 U.S.C. 3145), Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements” (37 CFR Part 401), Clean Air Act (42 U.S.C. 7401-7671q.), and the Federal Water Pollution Control Act as amended (33 U. S.C. 1251-1387), Debarment and Suspension (Executive Orders 12549 and 12689), Byrd Anti-Lobbying amendment (31 U.S.C. 1352).

Section 5. This Resolution shall take effect immediately upon its adoption.

Section 6. The City Clerk shall certify to the adoption of this Resolution and enter it into the book of original Resolutions.

Passed and Adopted at a regular meeting of the City Council of the City of Lake Elsinore, California, this 10th day of December 2024.

Mayor's Name
Mayor

Attest:

Candice Alvarez, MMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF LAKE ELSINORE)

I, Candice Alvarez, MMC, City Clerk of the City of Lake Elsinore, California, do hereby certify that Resolution No. 2024-_____ was adopted by the City Council of the City of Lake Elsinore, California, at the Regular meeting of December 10, 2024, and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Candice Alvarez, MMC
City Clerk

**VESSEL PUMPOUT FACILITY INSTALLATION,
VESSEL PUMPOUT AND FLOATING RESTROOM
PUMPOUT EQUIPMENT GRANT AGREEMENT**

TABLE OF CONTENTS

ARTICLE 1 -	DEFINITIONS	3
ARTICLE 2 -	TERM OF AGREEMENT	4
ARTICLE 3 -	GRANT	4
ARTICLE 4 -	COMPLIANCE WITH LAW, REGULATION, AND POLICY	5
ARTICLE 5 -	USER FEES (50 CFR 85.44)	4
ARTICLE 6 -	PROJECT COMPLETION DATE	5
ARTICLE 7 -	DISBURSEMENT OF GRANT	6
ARTICLE 8 -	SPECIAL PROVISIONS.....	7
ARTICLE 9 -	COST SHARING OR MATCHING (2 CFR 200.306)	9
ARTICLE 10 -	CONSTRUCTION OF PROJECT	11
ARTICLE 11 -	WAIVER OF RIGHTS	12
ARTICLE 12 -	PROJECT REPRESENTATIVES	12
ARTICLE 13 -	REMEDIES NOT EXCLUSIVE	12
ARTICLE 14 -	OPINIONS AND DETERMINATIONS	12
ARTICLE 15 -	ASSIGNMENT, SALE, OR TRANSFER.....	12
ARTICLE 16 -	SUCCESSORS AND ASSIGNS OBLIGATED	13
ARTICLE 17 -	TERMINATION	13
ARTICLE 18 -	LIABILITY	14
ARTICLE 19 -	WAIVERS	14
ARTICLE 20 -	DISPUTE RESOLUTION.....	15
ARTICLE 21 -	WAIVER OF THE STATUTE OF LIMITATIONS	15
ARTICLE 22 -	NOTICES	15
ARTICLE 23 -	PRIOR TERMINATION.....	15
ARTICLE 24 -	AUDIT	15
ARTICLE 25 -	IMPLEMENTATION OF PROJECT	16
ARTICLE 26 -	COMPLIANCE WITH FEDERAL REQUIREMENTS.....	16

ARTICLE 27 - OUTSIDE SERVICES (NON-EXCLUSIVITY)	16
ARTICLE 28 - STATUS REPORTS	16
ARTICLE 29 - MEETINGS	16
ARTICLE 30 - REVISION OF BUDGET AND PROGRAM PLANS (2 CFR 200.308).....	17
ARTICLE 31 - TERMS AND CONDITIONS	17
ARTICLE 32 - MANDATORY DISCLOSURES	17
ARTICLE 33 - GRANTEE IDENTIFICATION NUMBER	18
ARTICLE 34 - REPORTABLE PAYMENT IDENTIFICATION AND CLASSIFICATION	18
ARTICLE 35 - NATIONAL LABOR RELATIONS BOARD CERTIFICATION	18
ARTICLE 36 - INCORPORATION OF NONDISCRIMINATION CLAUSE	18
ARTICLE 37 - STATEMENT OF COMPLIANCE	18
ARTICLE 38 - NONDISCRIMINATION CLAUSE	18
ARTICLE 39 - ENHANCEMENT OF RECIPIENT AND SUBRECIPIENT EMPLOYEE WHISTLEBLOWER PROTECTION	19
ARTICLE 40 - EQUAL OPPORTUNITY CLAUSE	20
ARTICLE 41 - SUPERSEDING GENERAL TERMS AND CONDITIONS	23

ARTICLE 1 - DEFINITIONS

- A. "Allowable Project Costs": Those permitting, planning, signage, labor, design, material and construction costs which are necessarily incurred by the Grantee for the purpose of completing the Project and are covered by the Grant as eligible Grant activities; such Project Costs shall not include any expenses incurred prior to the start of the Grant Performance Period of this Agreement nor any expenses incurred for ineligible activities unless otherwise noted in the Project Scope and Cost Estimate (Exhibit B).
- B. "Department": Department of Parks and Recreation, Division of Boating and Waterways.
- C. "Date of Acceptance" for Installation Agreements: The date specified on the Project Completion Certification and which denotes the beginning of the seven (7) year portion of the grant term in accordance with Article 2 of this Exhibit.
- D. "Grant": Funds provided pursuant to Harbors and Navigation Code Section 72.75 and the Federal Clean Vessel Act of 1992 (50 CFR Part 85) to finance all or part of the Project Costs.
- E. "Grant Agreement": Contract that identifies terms, conditions, and obligations of each signatory agency.
- F. "Grantee": The entity identified as Grantee on the face page of the Agreement.
- G. "Grant Performance Period": The time during which the grantee may carry out the work authorized by the grant agreement.
- H. "Open and Available to the Public": All users shall have full and reasonable access to the facilities for the purpose of sewage disposal.
- I. "Project": The Project Scope attached and made part of the Agreement as Exhibit B.
- J. "Project Area": The area described in Exhibit B within which the Project will be undertaken.
- K. "Project Completion Certification" for Installation Agreements: Fully executed Notice of Completion, or equivalent, which states the Grantee has accepted the

Project as complete on a specific date (Date of Acceptance).

ARTICLE 2 - TERM OF AGREEMENT

- A. For installation projects, the term of this Agreement, subject to the provisions for prior termination, shall begin on the first date of the Grant Performance Period of the Agreement and shall continue for seven (7) years from the date that the Project is accepted by the Department.
- B. This Agreement may be extended, amended, or canceled upon written agreement of both the Department and the Grantee.

ARTICLE 3 - GRANT

- A. The Department hereby grants up to **Type out the amount (\$XX,XXX.XX)**, to the Grantee, for **operation and maintenance** of the floating restrooms **(or: installation of the pumpout facility OR installation of the pumpout equipment)** at **Project Location** in compliance with the regulations of the Clean Vessel Act (50 CFR Part 85).
- B. The Grant shall not exceed SEVENTY FIVE PERCENT (75%) of the allowable Project Costs. The Grantee shall contribute the remaining TWENTY FIVE PERCENT (25%).
- C. The Grant provides for reimbursement with Federal Funds [FED CATALOG 15.616].
- D. The Project work shall be in accordance with the approved Project Scope and Cost Estimate, attached as Exhibit B which is made part of this Grant Agreement.
- E. This Grant is subject to the terms and conditions in Exhibits A, B, C and D of this Agreement.

ARTICLE 4 - COMPLIANCE WITH LAW, REGULATION, AND POLICY

- A. Grantee shall comply with all applicable laws and regulations of the State of California, U.S. Fish and Wildlife Code of Federal Regulations (2 CFR 200, 50 CFR 85), Equal Opportunity (41 CFR 60-1.4(b)), Copeland "Anti-Kickback" Act (40 U.S.C. 3145), Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), "Rights to Inventions Made by Nonprofit Organizations and Small

Business Firms Under Government Grants, Contracts and Cooperative Agreements” (37 CFR Part 401), Clean Air Act (42 U.S.C. 7401-7671q.), and the Federal Water Pollution Control Act as amended (33 U. S.C. 1251-1387), Debarment and Suspension (Executive Orders 12549 and 12689), Byrd Anti-Lobbying amendment (31 U.S.C. 1352). Updated regulations are available at the U. S. Fish and Wildlife website <http://www.fws.gov/grants/resources.html>. Failure by the GRANTEE to comply with the terms of any State contract, may jeopardize the grantee's ability to be awarded funding in future funding opportunities offered by the Department of Parks and Recreation.

ARTICLE 5 - USER FEES (50 CFR 85.44)

- A. The Grantee may not charge a fee for the use of any floating restroom facilities covered by this Grant.
- B. The Grantee may charge a fee for the use of the pumpout facility constructed, operated, or maintained with the Grant; however; those fees may only be used to defray operation and maintenance costs incurred from the operation of the vessel pumpout facility. The Grantee may not charge a total fee in excess of \$5.00 for the use of the pumpout facility constructed without prior written approval of the Department. The \$5.00 fee may be increased or decreased annually in accordance with percentage changes in the United States Bureau of Labor Statistics Consumer Price Index (CPI) using the CPI index for December 1993 (436.8) as the base for any adjustment. Fees shall be equal for all users. However, members and customers may prepay for pumpouts within a fee structure, so that a separate fee for pumpouts at the time of use would not be needed for those members and customers.

ARTICLE 6 - PROJECT COMPLETION DATE

For all Operation and Maintenance projects, the Grantee shall complete the project as described in the Project Scope, Exhibit B and hereinafter referred to as “Project” no later than **Project Completion Date**.

ARTICLE 7 - DISBURSEMENT OF GRANT

The Department shall provide a Grant to the Grantee up to the maximum amount stated on the face page of the Agreement, however: No funds shall be disbursed for work performed prior to the start of the Grant Performance Period of this Agreement. The Department shall have no obligation to disburse any of the Grant to cover construction costs unless and until the Grantee demonstrates that it has acquired all permits necessary to construct and operate the Project. The Department shall have no obligation to disburse any of the Grant unless and until the Grantee provides the Department with copies of fully executed contracts for which it seeks reimbursement. Grant disbursements to cover Project Costs shall be made in arrears as follows:

- A. Grantee shall request a Grant disbursement in arrears at least quarterly, but not more frequently than monthly, for any and all reimbursable expenses incurred during that period, using the form provided by the Department unless Grantee has a form otherwise approved by the Department in writing. Paid invoices or other evidence of Grantee's payment of Project Costs must accompany Grant disbursement requests. When Grantee's staff completes work for which it wants to be reimbursed, Grantee shall submit clearly identified signed time sheets by both employee and supervisor, noting hours worked, activities conducted towards this project and direct pay rates, including benefits for each employee whose labor is billed to the Grant.
- B. Grant disbursement requests shall be submitted in hardcopy to the Department in a form satisfactory to the Department. In the event no reimbursable expenses were incurred during a quarter, the Grantee shall report to the Department of any progress made on the Project, or explanation of no progress made on the Project, at least monthly.
- C. Grantee shall request final Grant disbursement no later than thirty (30) days following the Date of Acceptance of the Project by the Grantee.
- D. The Department may withhold any Grant disbursement if the Grantee fails to comply with any of the provisions of this Agreement.

The GRANTEE shall use Generally Accepted Accounting Principles.

ARTICLE 8 - SPECIAL PROVISIONS

- A. The pumpout facility constructed under this Grant shall be operated, maintained, and be open and available to the public for the full term of this Agreement.
1. Operation of the pumpout facility shall be during normal business hours each day and availability shall not be hindered by locked enclosures, padlocks, pass keys, electronic keys, token systems, or other means.
 2. The pumpout facility constructed under this Agreement shall be equipped with an hour meter to record its usage.
- B. The floating restroom(s) operated and maintained under this Grant shall be open and available to the public for the full term of this Agreement.
1. The floating restroom(s) shall not be moored, tied to, or located within or immediately adjacent to any marina or attached to any shoreline. The intention of the floating restrooms is to provide sanitary facilities in locations that would not otherwise be available due to remote location, limited or no landside access, or rough topography.
- C. For vessel pumpout facility, the Grant recipient shall install signage that shall:
1. Indicate the presence of a pumpout facility. (State supplied sign),
 2. Acknowledge that the facility was constructed or improved with funds from the Clean Vessel Act. (State supplied sign),
 3. Provide appropriate information at the pumpout facility that indicates fees, restrictions, operation instructions, and a contact name and number if the facility is inoperable, and
 4. Provide notice on the pumpout facility that identifies the local city, county, local public health officer, or boating law enforcement officer responsible for enforcing the pumpout regulations in the local area.
- D. For floating restroom facility, the Grant recipient shall install signage that shall:
1. Acknowledge that the facility was constructed with funds from the Clean Vessel Act. (State supplied sign)
- E. Operation and Maintenance of Project
1. Because the Department has invested public funds in this facility, the Department has a vested interest in its success. The Grantee therefore

shall ensure that the facilities are operated and maintained in a manner that will prevent discharge of any sewage to the waters of the State. The facilities shall be maintained in good working order, and they shall be regularly cleaned for the entire term of this Agreement.

2. Facilities shall be subject to periodic dye testing for the term of the grant agreement. This testing may be performed by representatives of DBW and/or Grantee staff. The purpose of the testing is to identify any previously undetected issues in the pumpout system and related plumbing to shoreline facilities so they can be addressed promptly as to prevent waterbody pollution and possible fines that may be imposed by environmental agencies.
3. The Grantee shall be responsible for all costs of maintenance, management, control, and operation of the Project Area.
4. The Department and its agents may, at any and all reasonable times during the term of this Agreement, enter the Project Area for purposes of inspecting the facilities to determine if the facility is being operated and maintained according to the terms of this Agreement.
5. The Grantee hereby authorizes the Department and its agents to periodically at all reasonable times enter the Project Area to inspect the grant funded improvements and publish the results as a part of its ongoing monitoring of California's sewage disposal network.
6. Failure by Grantee to maintain the facility according to this section is a breach of this Agreement and may subject the Grantee to Termination of this Agreement.
7. The Department and its agents may, at any and all reasonable times during the term of this Agreement, enter the Project Area.
8. The Department and its agents may install upon the facilities equipment a monitoring device to record the operation and reliability of the Project under this Agreement.
9. The Grantee shall at a minimum maintain the facility in accordance with the maintenance guidelines below:

- a) Inspect vessel pumpout facilities daily for cleanliness, suction hose and nozzle conditions, discharge pipe condition, and general pump operating condition. All repairs shall be completed within 72 hours of identifying a need. Perform cleanup and maintenance as required.
 - b) Inspect each floating restroom at least weekly for cleanliness, and general operating condition. All repairs shall be completed within 72 hours of identifying a need. Perform cleanup, maintenance, and restock supplies (i.e., toilet paper, soap) as needed.
 - c) Perform preventative maintenance, as recommended by the equipment manufacturer for all equipment according to the manufacturer's recommended schedule.
10. All Contracts issued by grantee for work related to this award shall comply with Federal requirements 2 CRF identified in section §§200.318 General procurement standards through 200.326 Contract provisions.
- F. Upon expiration of the Agreement, all improvements made by the Grantee shall become property of the Grantee.
- G. Grantee shall each year provide information about the use and reliability of the facilities in the form of a post-implementation evaluation report (PIER) provided by the Department and shall provide the results of the PIER to the Department no later than 30 days after receipt of the PIER.
- H. Notices required between the parties shall be deemed to have been given on the date they are mailed to the respective party's address herein, first-class postage fully prepaid thereon.

ARTICLE 9 - COST SHARING OR MATCHING (2 CFR 200.306)

- A. All shared costs, matching funds, and contributions, including cash and third party in-kind contributions, shall meet all of the following criteria:
- 1. Shall be clearly and specifically detailed in writing, and verified by Grantee,
 - 2. Shall not be included as contributions for any other Federal award,
 - 3. Shall be necessary and reasonable for accomplishment of Project or program objectives,

4. Shall be allowable under Article 9, Item F below,
 5. Shall not be paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for that program may be applied to matching or cost sharing requirements of other Federal programs,
 6. Shall be provided for in the approved budget when required by the Federal awarding agency, and
 7. Shall conform to other provisions of this part, as applicable.
- B. Unrecovered indirect costs, including indirect costs on cost sharing or matching, may be included as part of cost sharing or matching only with the prior approval of the Federal awarding agency. Unrecovered indirect cost means the difference between the amount charged to the Federal award and the amount which could have been charged to the Federal award under the non-Federal entity's approved negotiated indirect cost rate.
- C. When Grantee conducts approved activities with its own staff to meet cost share or match requirements, Grantee shall submit clearly identified signed time sheets signed by both employee and supervisor, noting hours worked, activities conducted toward this project and direct pay rates, including benefits for each employee whose labor is billed to the Grant as cost share or match requirements.
- D. Volunteer services furnished by third-party professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of an approved Project or program. Rates for third-party volunteer services must be consistent with those paid for similar work by the non-Federal entity. In those instances, in which the required skills are not found in the non-Federal entity, rates must be consistent with those paid for similar work in the labor market in which the non-Federal entity competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, necessary, allocable, and otherwise allowable may be included in the valuation.

- E. When a third-party organization furnishes the services of an employee, these services must be valued at the employee's regular rate of pay plus an amount of fringe benefits that is reasonable, necessary, allocable and otherwise allowable, and indirect costs at either the third party organization's approved federally negotiated indirect cost rate or, a rate in accordance with §200.414. Indirect (F & A) costs, paragraph (d), provided these services employ the same skill(s) for which the employee is normally paid. Where donated services are treated as indirect costs, indirect cost rates will separate the value of the donated services so that reimbursement for the donated services will not be made.
- F. Donated property from third parties may include such items as equipment, office supplies, laboratory supplies, or workshop and classroom supplies. Value assessed to donated property included in the cost sharing or matching share must not exceed the fair market value of the property at the time of the donation.
- G. The value of donated space must not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately owned building in the same locality.
- H. The value of loaned equipment must not exceed its fair rental value.
 - 1. For third-party in-kind contributions, the fair market value of goods and services must be documented and to the extent feasible supported by the same methods used internally by the non-Federal entity.
 - 2. For Institutes of Higher Education, see also OMB memorandum M-01-06, dated January 5, 2001, Clarification of OMB A-21 Treatment of Voluntary Uncommitted Cost Sharing and Tuition Remission Costs.

ARTICLE 10 - CONSTRUCTION OF PROJECT

- A. All contracts for the Project shall:
 - 1. Be awarded in accordance with all applicable laws and regulations, including but not limited to competitive bidding,
 - 2. Contain the following clause: "Representatives of the Department shall be allowed access to all parts of the construction work.",
 - 3. Contain a clause that the contractor shall comply with all air pollution and environmental control rules, regulations, ordinances and statutes

which apply to the Project and any work performed pursuant to the contract, and

4. Contain a clause that requires the contractors to ensure the structural integrity and safety of the Project.
- B. Inspection reports and related inspection data shall at all reasonable times be accessible to the Department personnel, and all request for copies of such reports and data shall be provided to the Department by the Grantee.

ARTICLE 11 - WAIVER OF RIGHTS

Any waiver by either party hereto of its rights with respect to a default or any other matter arising in connection with the Agreement shall not be deemed to be a continuing waiver with respect to that default, or to any other default or matter.

ARTICLE 12 - PROJECT REPRESENTATIVES

The Grantee and the Department shall each designate, in writing, specific staff representatives for the purposes of communication between parties. Grantee's representative shall be confirmed by delegation of authority, signed by the person designated by Resolution to sign the Agreement or any amendments, and to make decisions concerning the Agreement.

ARTICLE 13 - REMEDIES NOT EXCLUSIVE

The use by either the Department or the Grantee of any remedy specified in this Agreement for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

ARTICLE 14 - OPINIONS AND DETERMINATIONS

Where the terms of this Agreement provide for action to be based upon the opinion, judgment, approval, review, or determination of either the Department or Grantee, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

ARTICLE 15 - ASSIGNMENT, SALE, OR TRANSFER

- A. No assignment, sale, or transfer of this Agreement or any part hereof, rights

hereunder, or interest herein by Grantee shall be valid unless and until it is approved in writing by the Department and made subject to such reasonable terms and conditions as the Department may impose.

- B. Grantee shall require, as a condition of assignment, sale or transfer of the property on which the Project is constructed, that the assignee, purchaser or transferee of the property assume, in writing, in such manner as shall be satisfactory to the Department, the obligations of this Agreement. Failure to comply with this provision shall constitute a default and shall be grounds for Department to terminate this Agreement.

ARTICLE 16 - SUCCESSORS AND ASSIGNS OBLIGATED

This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties to this Agreement.

ARTICLE 17 - TERMINATION

A. TERMINATION FOR CONVENIENCE

1. The Department may terminate this Agreement at any time for the convenience of the State upon thirty (30) days prior written notice, delivered by certified mail or in person to Grantee. Upon notice of such termination, Grantee shall, within thirty (30) days, return by check payable to the Department all unexpended Grant funds not previously approved for expenditure by the Department.
2. Grantee may terminate this Agreement at any time upon thirty (30) days prior written notice, delivered by certified mail or in person to the Department, provided, however, that upon any such termination of the Agreement Grantee shall, within thirty (30) days of such termination, reimburse by check payable to the Department all funds contributed by the Department to the Project on a prorated basis as determined by the Department.

B. TERMINATION FOR DEFAULT

The Department may at any time upon ninety (90) days prior written notice of default, and, when applicable, after having afforded Grantee an opportunity to cure any breach pursuant to Article 13 of this Exhibit, terminate this

Agreement if the Grantee has failed to abide by any applicable provision of this Agreement. In such case, Grantee shall, within ninety (90) days of its receipt of a notice of termination, reimburse by check all funds contributed by the Department to the Project on a prorated basis as determined by the Department.

ARTICLE 18 - LIABILITY

- A. The Grantee waives all claims and recourse against the Department including the right to contribution for any loss or damage arising from, growing out of or in any way connected with or incident to this Agreement.
- B. The Grantee agrees to indemnify, defend and hold harmless, the Department, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, entity or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, entity or corporation who may be injured or damaged in the performance of this Agreement or by any aspect of the Project during the term of this Agreement.
- C. The Grantee shall indemnify, hold harmless, and defend the Department, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses and liability connected with or arising out of the acquisition, design, construction, operation, maintenance, existence or failure of the Project.
- D. If the Department is named as a co-defendant, the Grantee shall notify the Department and represent it unless the Department elects to represent itself. If the Department undertakes its own defense, it shall bear its own litigation costs, expenses, and attorney's fees.

ARTICLE 19 - WAIVERS

No delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver of that right, power, or privilege, nor shall any written waiver on the part of any party of any right, power or privilege under

this Agreement, nor any single or partial exercise of any right, power or privilege under this Agreement, preclude any other or further exercise thereof or the exercise of any other right, power or privilege under this Agreement. A written waiver of any breach of any kind shall not be construed as a waiver of any subsequent breach of the same kind.

ARTICLE 20 - DISPUTE RESOLUTION

Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time by the Grantee and Department representatives normally responsible for the administration of this Agreement shall be brought to the attention of the Deputy Director of the Division of Boating and Waterways or the Deputy Director's designee. At the request of either party, the Department shall provide a forum for the discussion of the disputed matter(s). If agreement cannot be reached, either party may assert its other rights and remedies within this Agreement in a court of competent jurisdiction.

ARTICLE 21 - WAIVER OF THE STATUTE OF LIMITATIONS

Grantee waives the benefit of any statute of limitations affecting its liability under this Agreement or the enforcement of this Agreement to the extent permitted by law.

ARTICLE 22 - NOTICES

Notices required between the parties shall be deemed to have been given when mailed to the respective addresses listed in this Agreement, first class postage fully prepaid thereon, unless otherwise required by law.

ARTICLE 23 - PRIOR TERMINATION

The Agreement shall terminate on the date specified in Article 6 of this Agreement if by such date (1) the Grantee has not met all conditions precedent to disbursement under this Agreement or (2) if the Department has disbursed no part of the Grant funds.

ARTICLE 24 - AUDIT

In addition to the audit requirements specified in other sections of this Agreement, Grantee understands and agrees that, as a recipient of Federal Funds, it must

comply with all applicable audit requirements imposed by federal law, regulations or policy, including but not limited to the Single Audit Act and the reporting requirements set forth in 2CFR200, Subpart F.

ARTICLE 25 - IMPLEMENTATION OF PROJECT

All contracts for the Project shall be awarded in accordance with all applicable laws and regulations.

ARTICLE 26 - COMPLIANCE WITH FEDERAL REQUIREMENTS

Grantee shall comply with all applicable Federal laws, regulations, and policies, including those summarized in Part 523, Chapter 1 of the U.S. Fish and Wildlife Service Handbook. These requirements include provisions for nondiscrimination, environmental standards, historic and cultural preservation, and other administrative guidelines, and are incorporated herein by this reference as if fully set forth.

ARTICLE 27 - OUTSIDE SERVICES (NON-EXCLUSIVITY)

DBW shall, at its sole discretion, have the right to obtain services relating to the subject and objectives of this Agreement outside the terms of this Agreement.

ARTICLE 28 - STATUS REPORTS

- A. Brief, monthly status reports shall be submitted by the Grantee describing work carried out during the previous month and discussing progress toward the objective of the Project. Discussion of any problems, delays or other difficulties encountered in the Project progress shall also be included in the status reports.
- B. Status reports shall be submitted by email or letter as closely as possible to the first working day of each calendar month.

ARTICLE 29 - MEETINGS

Upon the request of DBW, the Grantee shall participate in joint meetings with representatives of DBW to review the Project status. These meetings shall be held at the Grantee's premises or in Sacramento at DBW headquarters at the discretion of the DBW Project Representative.

ARTICLE 30 - REVISION OF BUDGET AND PROGRAM PLANS (2 CFR 200.308)

- A. The approved budget for the Federal award summarizes the financial aspects of the Project or program as approved during the Federal Award process. It may include either the Federal and non-Federal share (see §200.43 Federal share) or only the Federal share, depending upon Federal awarding agency requirements. It must be related to performance for program evaluation purposes whenever appropriate.
- B. Recipients are required to report deviations from budget or Project Scope or objective and request prior approvals from Federal awarding agencies for budget and program plan revisions, in accordance with this section.
- C. Grantees must request prior written approval from DBW for any of the following deviations of the proposed workplan; as described in attached Exhibit B.
1. Change in the scope or the objective of the Project (even if there is no associated budget revision requiring prior written approval).
 2. Change in a key person specified in the application.
 3. The disengagement from the Project for more than three months, or a 25 percent reduction in time devoted to the Project.
 4. The transfer of funds budgeted for tasks defined in the workplan budget.
 5. Changes in the approved cost sharing or matching provided by the Grantee.
 6. Need arises for additional funds to complete the Project.

ARTICLE 31 - TERMS AND CONDITIONS

This Agreement is subject to the terms and conditions in this Agreement and in Exhibits A, B, C, D, and E of this Agreement.

ARTICLE 32 - MANDATORY DISCLOSURES

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

ARTICLE 33 - GRANTEE IDENTIFICATION NUMBER

Each Grantee who enters into an Agreement with the State of California must provide their Federal Employee Identification Number (FEIN), or Social Security Number (SSN), whichever is applicable.

ARTICLE 34 - REPORTABLE PAYMENT IDENTIFICATION AND CLASSIFICATION

Grantee shall comply with State and Federal Reportable Payment Identification and Classification Requirements by fully completing the "Vendor Data Record" Std. 204. By signing this Agreement, Grantee understands and agrees that if Grantee does not fully complete the "Vendor Data Record" the State shall reduce the total Grant amount by twenty-one percent (21%) for federal backup withholding, and seven percent (7%) for state income tax withholding.

ARTICLE 35 - NATIONAL LABOR RELATIONS BOARD CERTIFICATION

By signing this Agreement, the Grantee affirms under penalty of perjury, that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Grantee or any of its contractors within the immediately preceding two year period because of Grantee's failure to comply with an order of a federal court which ordered the Grantee to comply with an order of the National Labor Relations Board (California Public Contract Code §10296).

ARTICLE 36 - INCORPORATION OF NONDISCRIMINATION CLAUSE

The Grantee shall include the nondiscrimination clause and its compliance provisions into all contracts and subcontracts to perform work under this Agreement.

ARTICLE 37 - STATEMENT OF COMPLIANCE

By signing this Agreement, the Grantee certifies under penalty of perjury under the laws of the State of California, unless specifically exempted, that it has complied with California Government Code §12990 and the California Code of Regulations, Title 2, Division 4, Chapter 5, in matters relating to the development, implementation, and maintenance of a nondiscrimination program.

ARTICLE 38 - NONDISCRIMINATION CLAUSE

A. During the performance of this Agreement, the Grantee and all of its

contractors and subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religion, national origin, physical handicap, disability (including, but not limited to HIV and AIDS), cancer related medical condition, age, or marital status. Grantee and all of its contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employees and applicants for employment are free from such discrimination and harassment.

- B. Grantee and all of its contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12900, et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code §12990 (a-f) set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated herein by reference, and made a part hereof as if set forth in full. Grantee and all of its contractors and subcontractors shall give written notice of their obligation under this clause to labor organizations with which they have a collective bargaining or other Agreement.

ARTICLE 39 - ENHANCEMENT OF RECIPIENT AND SUBRECIPIENT EMPLOYEE WHISTLEBLOWER PROTECTION

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award and related subawards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.
- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

- C. The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

ARTICLE 40 - EQUAL OPPORTUNITY CLAUSE
Federally assisted construction Grants.

The applicant (Grantee) hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a Grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such Grant, contract, loan, insurance, or guarantee, the following equal opportunity clauses:

1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Granting officer setting forth the provisions of this nondiscrimination clause.
2. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or

understanding, a notice to be provided by the agency Granting officer, advising the labor union or workers' representative of the Grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Granting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Grantee's non-compliance with the nondiscrimination clauses of this Grant or with any of such rules, regulations, or orders, this Grant may be canceled, terminated or suspended in whole or in part and the Grantee may be declared ineligible for further Government Grants in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Grantee will include the provisions of paragraphs (1) through (7) in every contract, subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor, subcontractor or vendor. The Grantee will take such action with respect to any contract, subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for

noncompliance: *Provided, however,* that in the event the Grantee becomes involved in, or is threatened with, litigation with a contractor, subcontractor or vendor as a result of such direction, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

- A. The applicant (Grantee) further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant (Grantee) so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Grant.
- B. The applicant (Grantee) agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency (Department) in the discharge of the agency's primary responsibility for securing compliance.
- C. The applicant (Grantee) further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction Grants or contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Grantees and contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant (Grantee) agrees that if it fails or refuses to comply with these undertakings, the administering agency (Department) may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the

applicant (Grantee) under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant (Grantee); and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracts. Each of Grantee's nonexempt prime contractors or subcontractors shall include the equal opportunity clause in each of its nonexempt subcontracts.

- A. *Incorporation by reference.* The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.
- B. *Other incorporation.* The equal opportunity clause shall be considered to be a part of every one of Grantee's contracts and subcontracts and all such contracts and subcontracts shall be deemed to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

ARTICLE 41 - SUPERSEDING GENERAL TERMS AND CONDITIONS

- A. The reference to the Contractor in Exhibit C is the Grantee in this Agreement.
- B. Notwithstanding Paragraph 13 in Exhibit C, payment to Grantee for expenses shall be limited as specified in Article 7 of this Agreement.
- C. Paragraph 5 in Exhibit C is replaced by Article 18 of this Exhibit.



**California Division of Boating and Waterways Floating Restrooms Grant
Lake Elsinore Launch Pointe Recreation Area Floating Restrooms Project FY 2024-25
City of Lake Elsinore**

Website: https://olga.ohv.parks.ca.gov/egramms_ohmvr/usee.aspx
Username: Adam Gufarotti
Password: Lake2024!

A. GENERAL INFORMATION

1. Applicant Information

- a. **Applicant Name:** City of Lake Elsinore
- b.
- c. **Organizational Unit:** Department of Public Works
- d. **Address:** 130 S. Main Street
- e. **Address 2:** Not Applicable.
- f. **City, State, Zip Code:** Lake Elsinore, CA 92530
- g. **Federal ID Number:** 95-6000070 **Unique Entity Id:** MXKFT7NUYL61
- h. **Agency Type:** City

*Please attach a Resolution from the Governing Body authorizing applicant to apply for funding.
Please See **Attachment A** – Notarized Letter in Lieu of a Resolution.

2. Project Information

- a. **Project Title:** Lake Elsinore Floating Restrooms Project FY2024-25
- b. **Is implementing agency same as Applicant:** Yes
- c. **If not, Implementing Agency Name:** Not Applicable.
- d. **Project Start Date:** 07/01/2025 **Project End Date:** 06/30/2026
- e. **Amount of Funds Requested:** \$0.00 **Project Cost:** \$0.00

3. Contacts

You are required to provide two contacts for your agency. Additional contacts can be added with the right arrow on this page.



Contact 1

Contact Type: Authorized Representative

- a. **Name:** Jason Simpson
- b. **Address:** 130 S. Main Street
- c. **Address II:** Not applicable.
- d. **City, State, Zip Code:** Lake Elsinore, CA 92530
- e. **Telephone:** 951-674-3124 **Extension:** 204 **Fax:** NA
- f. **E-mail Address:** jsimpson@lake-elsinore.org
- g. **Designation/Title:** City Manager

Contact 2

Contact Type: Program Director

- h. **Name:** Shannon Buckley
- i. **Address:** 130 S. Main Street
- j. **Address II:** Not Applicable.
- k. **City, State, Zip Code:** Lake Elsinore, CA 92530
- l. **Telephone:** 951-674-3124 **Extension:** 309 **Fax:** NA
- m. **E-mail Address:** sbuckley@lake-elsinore.org
- n. **Designation/Title:** Assistant City Manager

B. GENERAL PROJECT INFORMATION

1. Facility Information

- a. **Facility Name:** Lake Elsinore (Launch Pointe Recreation Destination and RV Park)
- b. **Facility Address:** 32040 Riverside Drive
City, State, Zip Code: Lake Elsinore, CA 92530
- c. **Facility Owner:** City of Lake Elsinore
- d. **Owner Address:** 130 South Main Street
City, State, Zip Code: Lake Elsinore, CA 92530

City of Lake Elsinore

DBW Floating Restrooms Grant FY 2024-25

e. Water body facility is located on (name of harbor, river, etc.): Lake Elsinore

f. County: Riverside County

g. Facility's NOAA Chart Coordinates:

Latitude: 33.6571

Longitude: -117.349

h. Type of Project:

☒ New Floating Restroom

☒ Replace Floating Restroom

i. Describe this facility:

Lake Elsinore (Lake), located on the southwest side of the City of Lake Elsinore (population 72,472) in Riverside County, is the largest natural freshwater lake in Southern California with 3,000 surface acres and over 14 miles of shoreline. The Lake accommodates a variety of recreational activities, including fishing, boating, jet skiing, water skiing, wake boarding, kayaking, paddle boarding, windsurfing, bird watching, and swimming. Public amenities include beaches with picnic and shade features, easy-access parking, and a four-mile levee for hiking and nature watching. Although the Lake has numerous private boat launches, the City owns and operates a public boat launch at the Launch Pointe Recreation Destination and RV Park (Launch Pointe). Launch Pointe draws visitors both locally and regionally to its numerous amenities and attractions, which include dining, shopping, a campground, a splash pad, a swimming pool, a spa, a yurt village for overnight stays, and a special events venue. A population of over 1.5 million are within a 30-minute drive of the Lake, and the City sells approximately 10,000 Lake use passes per year (on average) for motorized vessels.

j. Total Lake/Reservoir Surface Areas: 3,000 surface acres.

k. Please describe the most common vessel type utilizing this waterbody: Motorboats 26'-39'11".

l. Estimate number of boats using this waterbody per month by size, high season:

8' to 19'	2,025
20' to 25'-11"	2,475
26' to 39'-11"	2,625
40' to 64'-11"	100
over 65'	0

m. Estimate number of boats using this waterbody per month by size, low season:

8' to 19'	750
20' to 25'-11"	825
26' to 39'-11"	875
40' to 64'-11"	20
over 65'	0

n. Floating Restroom service now at this site: Yes

o. If yes, how many? : 2



p. If you answered yes to Questions 13, give coordinates for each floating restroom:

Latitude	Longitude	Description	Unit Number
33.66449	-117.36468	West quadrant of the Lake, southeast of Launch Pointe.	1
33.65019	-117.34476	South quadrant of the Lake, due north of Perret Park on the south shore.	2

q. For each restroom you are requesting, complete each line in the table below:

# of Floating Restrooms Requested	Is this request to replace a retiring Floating Restroom?	If Yes, what is the Unit #?	If Yes, what is the condition of the Unit:
1	Yes	1	Out of Service due to damage/wear and tear/mechanical issues.
1	Yes	2	Operating but has significant damage.
1	No	3	NA

r. If you have a floating restroom(s), estimate the number of users per month for each restroom:
60 per unit per month

s. Is this facility in a "No Discharge Zone"? No

t. If Yes, Name of Zone: Not applicable.

u. Is this facility in the following areas (Check all that apply):

Shellfish Harvest Area

Waters of National Significance

Waters that do not meet State Designated Usage

Sheltered Waters

Waters of Significant Recreational Value

State and Federal Designated Nursery Areas of Indigenous Aquatic Life

None of These

v. Are landside restrooms available on-site: Yes

C. PROJECT PROFILE

1. Describe the Project:

The City of Lake Elsinore (City) Department of Public Works is requesting three (3) floating restrooms from the California State Parks – Division of Boating and Waterways Floating Restrooms Grant Program for the Lake Elsinore recreational area (Lake). The Lake has two existing restrooms which were installed following the award of the 2013 Floating Restroom Grant. Due to their age and condition from cumulative wear and tear, neither restroom is functioning as needed – one is

completely defunct, and the other is minimally functional. For the past few years, the City has been taking parts from one of the restrooms to extend the life of the second and keep it functional. Both restrooms are heavily vandalized and are past their useful life (11 years old).

Lake Elsinore is one of Southern California's fastest growing cities. Between 2000 and 2023, the overall population grew by 144% ([Nielsen Insights](#)). The average growth rate for the last ten years has been approximately 2.45% per year. In response to population growth and increased demand for recreational opportunities, the City has invested heavily in developing numerous amenities at the Lake over the past decade. Population growth and the draw of these amenities have placed a strain on the existing floating restrooms. As such, the City aims to replace both existing restrooms and add a third to accommodate growing demand and use of the Lake by residents as well as local and regional visitors. A grant award from the DBW will allow the City to have three fully functioning floating restrooms at this heavily trafficked and popular Lake.

2. [Intended Placement and Location of Floating Restroom Equipment \(provide area map and GPS coordinates\):](#)

Unit 1: Latitude 33.66449, Longitude -117.36468

Unit 2: Latitude 33.65019, Longitude -117.34476

Unit 3: Latitude 33.67099, Longitude -117.35448

Please see **Attachment A** for a Project Site Map.

3. [How many hours per day will the floating restroom facilities be made available to the public?](#)

10-16 (dawn to dusk across the seasons)

4. [How are the floating restroom\(s\) emptied?](#)

Floating restroom(s) are towed to landside and discharged.

a. [Floating restroom\(s\) are towed to landside and discharged to:](#)

- A public wastewater collection system – collected by Rightway, a local vendor for sewage pumping.

If you selected 'Directly to an on-site septic system', please attach documentation of approval from local health official certifying that sufficient sewage disposal capacity is available for the floating restroom facility(ies).

5. [Do you plan to charge for floating restroom use?](#) No

6. [Partnerships:](#) Partnerships with others such as a local government, private sector, or other community based organizations [are encouraged](#). List all organizations who will be participating with you on the project, their contact person, address, phone number, and their role in the project.

(Partnerships are groups/individuals who are providing financial assistance to the project either in cash, labor, or materials necessary to deploy, operate or maintain the floating restroom.)

Organization Name	Contact Name	Address	Telephone	Role
City of Lake Elsinore - Community Services Department	Beau Davis – Assistant Director	130 S. Main Street, Lake Elsinore, CA 92530	951-674-3124, ext. 405	Community Services will support Public Works by responding to complaints, concerns, and communicating maintenance needs to Public Works.

- 7. Permits:** The applicant is responsible for obtaining all necessary State and local permits associated with their proposed project, if applicable.

All necessary permits must be issued prior to deployment and a copy of each permit must be on file with the DBW before any request for reimbursement is approved. List only permits required for your project, if applicable:

Name of Permit	Status	Date	Copy of Permit
Not Applicable.			

APPENDIX A

Risk Assessment Questionnaire

- 1. History -** List previous federally funded projects at your facility.

The Lake Elsinore State Recreation Area was transferred by the State to the City of Lake Elsinore in 1993, requiring the City to maintain the lake for public park and recreation purposes in perpetuity. To support ongoing operations, the City of Lake Elsinore has applied for and received nine (9) grants over the past three decades from the California State Parks - Department of Boating and Waterways via allocated Federal funding for various critical projects. These include the following:

- **1995** – *Boat (Small Craft) Launching Facilities Grant Program*. \$800,000 to construct a new public boat launching facility for a term of 20 years.
- **2001** – *Floating Restrooms Grant Program*. \$10,000 to install two (2) new floating restrooms, for a term of 10 years.
- **2002** – *Boating Safety and Enforcement Equipment Grant Program*. \$45,000 to purchase a new patrol boat, trailer, and related equipment for a term of 15 years.
- **2005** – *Boat Launching Facilities Grant Program*. \$3 million to fund improvements to an existing boat launching facility constructed in 1995 to include additional amenities and expand access. This project was completed in several phases.

- **2011** – *Floating Restrooms Operations and Maintenance Grant Program*. \$8,000 to pay for the operations and maintenance of the two restrooms received from the 2001 grant with a term of 2 years.
- **2013** – *Boat Launching Facilities Grant Program*. \$149,999 for two new 100-foot long boarding floats with a term of 10 years (replaced two original floating restrooms received).
- **2013** - *Floating Restrooms Grant Program*. \$10,000 to install two (2) new floating restrooms, for a term of 10 years.
- **2014** – *Aquatic Center Grant Program*. \$34,800 to provide boating safety courses, on-the-water training of small watercraft, loaner life jackets, access to paddle craft, and promote environmental stewardship.
- **2016** - *Boating Safety and Enforcement Equipment Grant Program*. \$74,470 to purchase a new patrol boat and trailer for boating safety and enforcement action for a term of 15 years.

2. **Staff** - Describe the level and qualifications of key staff that will be managing the federally funded project.

Two key City of Lake Elsinore Staff will be managing the Lake Elsinore Floating Restrooms Project:

- **Grant Manager:** Department of Public Works Management Analyst Karla Khalil will oversee all aspects of the grant, including managing the financial reports, performance reports, final performance report, payments, and invoicing associated with the grant project. Ms. Khalil has worked for the City for a total of 8 years, four of which have been serving in this capacity. Her main duties include researching and preparing grant applications for federal, state, and local funding sources in accordance with applicable standards, regulations, and guidelines, and administering and monitoring grants and preparing quarterly, annual, and/or other periodic reports, as required by granting agencies. Ms. Khalil works collaboratively with the City's Finance Department to maintain accurate funding documentation for auditing purposes.
- **Project Manager:** Chris Erickson, Public Works Supervisor, will function as the Project Manager and will be responsible for overall Project operations and management, including coordinating delivery and installation of the new restrooms, and removal of the defunct restrooms. The Project Manager serves as the primary contact with the California State Parks - Division of Boating and Waterways and will be responsible for the project's schedule. Chris has worked with the City of Lake Elsinore for over 21 years and has been in the position of supervisor for 6 ½ years. During his time with the City, he has worked with numerous contractors overseeing projects in City parks. In his current position, he oversees the day-to-day operations of the lake, beaches, multiple city landscape sites, and 22 city parks, and began overseeing lake maintenance operations in January 2017.

3. **Performance** - Describe results of past federally funded projects. Include outcome of deliverables, if schedules were met, and if scope items were completed as planned.

The Public Works Operations Department of the City of Lake Elsinore is responsible for maintaining the City's buildings, facilities, and parks, and maintaining public infrastructure in a manner that respects the environment. Public Works has extensive experience managing

federal funds, with a proven track record of successfully completing previously funded DBW grants on time, within the scope and budget, and in compliance with all operation and maintenance requirements. The deliverables for each DBW grant-funded project have been realized, supporting the success of Lake Elsinore as a local and regional recreation destination. Successfully completed projects funded by DBW Grant Programs are listed under question #1 above.

4. Reporting - Describe your agency's experience in providing project status reports to DBW in a timely manner.

The City has nearly 30 years of experience providing required project status reports to DBW for a variety of grant programs, including the Floating Restrooms program. The City has consistently delivered reports to DBW in a timely manner, fully meeting all specified reporting requirements. Each report is ensured to accurately reflect project progress, challenges encountered, and key milestones by using strict adherence to the DBW guidelines and timelines. Karla Khalil, Grant Manager for the project, has experience delivering complete and on-time required project status reports to both DBW and other granting agencies. Consistent and reliable reporting supports transparency, enabling the DBW to stay well informed on project progress.

5. Audit History - Describe any adverse/disclaimer audit findings of your agency. Has your agency been found to have internal control issues or been found to be non-compliant with federally funded programs regulations. Include any requirement to submit an audit report as required by 2 CFR 200 subpart F to the Single Audit Clearing House.

This statement affirms the City's compliance with the uniform audit requirements stipulated by the federal government for grant recipients. The City adheres to the standards and guidelines outlined in 2 CFR 200, Subpart F – Audit Requirements. It is committed to undergoing a single or program-specific audit conducted by an independent auditor, as required, based on the nature and amount of federal funds expended during the audit period.

The City submitted Single Audit Reports for both the 2021/2022 and 2022/2023 Fiscal Years. These reports are available on the Federal Audit Clearinghouse website under Unique Entity Identifier (UEI) Number MXKFT7NUYL61. Both audits had no findings of internal control issues and were found to be compliant with federally funded program regulations. The City has never had any adverse or disclaimer audit findings. The City is currently preparing a Single Audit Report for the 2023/2024 Fiscal Year, and it is expected to be complete in mid-January 2025.

APPENDIX B

Debarment and Suspension Certification

Title 49, Code of Federal Regulations, Part 29

The Code of Federal Regulations requires that any recipient of federal funding (grantee, vendor, etc.), must be free from department or suspension by any federal agency. Therefore, both the grantee and its vendors/supplies must certify as such. This certification must be provided by the grantee when submitting the application for funding. Certification by vendors/suppliers is required prior to execution of grant agreement.



Provide a signed statement on grantee letterhead certifying the following:

(Applicants Name and Title), under penalty of perjury, I certify that, except as noted below, (owner) or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;*
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;*
- Does not have a proposed debarment pending; and*

Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Signature:

Date:

Please upload a signed statement on the grantee letterhead as specified above. If there are any exceptions to this certification, attach to certification letter. For any exception noted in the attachment, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in the denial of award but will be considered in determining bidder responsibility. The signed letter will become part of the Application.

Please See **Attachment C**, Debarment and Suspension Certification.

CERTIFICATIONS

I certify that I am the authorized representative for this organization, the above is true and correct, and I hereby submit this application for consideration for federal funding:

Signature: Jason Simpson, City Manager

Date: 11/18/24



Attachment A

Notarized Letter in Lieu of a Resolution



Jason Simpson
City Manager
City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530

November 7, 2024

Mr. Ethan Tratner
California State Parks
Division of Boating and Waterways
P.O. Box 942896
Sacramento, CA 94296-0001

Re: Notarized Letter from the City of Lake Elsinore in Lieu of a City Council
Resolution for the California State Parks, Division of Boating and Waterways -
Floating Restrooms Grant Program

Dear Mr. Tratner:

On behalf of the City of Lake Elsinore, I, Jason Simpson, City Manager of the City of Lake Elsinore, located at 130 South Main Street in Lake Elsinore, California, 92530, hereby declare and affirm the following:

A resolution authorizing the City of Lake Elsinore (City) to apply for funding from the California State Parks, Division of Boating and Waterways (DWB) - Floating Restrooms Grant Program, will be presented for approval and signature to the City Council on the next available City Council meeting date of **December 10, 2024**. The approved and signed Authorizing Resolution will be submitted to the DWB via email to Ethan Tratner, Grant Program Manager, immediately upon approval.

I, the undersigned, declare that the contents of this letter are true and accurate to the best of my knowledge.

951-674-3124

130 S. MAIN STREET

LAKE ELSINORE, CA 92530

WWW.LAKE-ELSINORE.ORG



Signature: _____

Printed Name: JASON P SIMPSON

Date: _____

11/7/2024

Sincerely,

Jason P. Simpson
City Manager – City of Lake Elsinore

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

On November 7, 2024 before me,

N. McCalmont, Notary Public
Here Insert Name and Title of the Officer

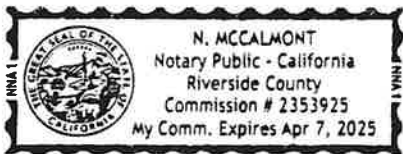
personally appeared

Jason P. Simpson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature

N. McCalmont
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____



ATTACHMENT B

Project Site Map

Attachment B: Project Site Map – Locations of Floating Restrooms
Lake Elsinore Floating Restrooms Project





ATTACHMENT C

Debarment and Suspension Certification



APPENDIX B

Debarment and Suspension Certification

Title 49, Code of Federal Regulations, Part 29

Jason Simpson, City Manager of the City of Lake Elsinore, under penalty of perjury, I certify that, except as noted below, the City of Lake Elsinore, City Manager's Office or any other person associated therewith in the capacity of owner, partner, director, officer, and manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Signature:

Date:

Jason Simpson
November 7, 2024