

State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
DIVISION OF BOATING AND WATERWAYS

GRANT AGREEMENT

GRANTEE: Fresno County Sheriff's Office
GRANT TITLE: Boating Safety and Enforcement Equipment Grant - FY 2024 / 25
GRANT NUMBER: C24L0605
GRANT AMOUNT: \$59,585.00
GRANT AGREEMENT TERM: _____ through September 30, 2040
GRANT PERFORMANCE PERIOD: _____ through September 30, 2025.

The Grantee agrees to the terms and conditions of this contract, hereinafter referred to as Agreement, and the State of California, acting through its Director of the Department of Parks and Recreation, and pursuant to the State of California agrees to fund the total state grant amount indicated below. The GRANTEE agrees to complete the SCOPE OF WORK as defined in the Agreement.

The following are attached and made a part of and incorporated into this grant agreement: Exhibit A Grant Terms and Conditions, Exhibit B General Terms and Conditions, Exhibit C Contractor Certification Clauses, Exhibit D Doing Business with California, Exhibit E Darfur Contracting Act, Exhibit F Recycled Content Certification, and Exhibit G Scope of Work/Budget (Application).

This grant award is funded by the U.S. Coast Guard from the Sport Fish Restoration and Boating Trust Fund CFDA 97.012, administered by California Department of Parks and Recreation, Division of Boating and Waterways. The Federal FY 24 award, 70Z02324MO0002706 to California; \$4,920,223. This is not a research and development grant.

Grantee: Fresno County Sheriff's Office Address: PO Box 1788, 2200 Fresno St Fresno, CA 93717 1788 Name of Authorized Representative: Nathan Magsig Title of Authorized Representative: Chairman of the Board of Supervisors of the County of Fresno Authorized Signature:  Date: <u>11/5/2024</u>	Agency: Department of Parks and Recreation Division of Boating and Waterways ATTN: Johanna Naughton Address: 4940 Lang Ave., Dock H, Administration, Floor 12 McClellan, CA 95652 Authorized Signature: Printed Name: Keren Dill Title: Staff Services Manager II Date:
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ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California
By Alexandra Vania Deputy

**CERTIFICATE OF FUNDING
(FOR STATE USE ONLY)**

GRANTEE: Fresno County Sheriff's Office

GRANT TERM END DATE: September 30, 2040

GRANT TITLE: BOATING SAFETY EQUIPMENT AND ENFORCEMENT GRANT PROGRAM

GRANT NUMBER: C24L0605

PURCHASE ORDER NUMBER:

NO C24L0605	AMENDMENT NO	SUPPLIER ID 0000002932		PROJECT NO 379065600200
AMOUNT ENCUMBERED BY THIS DOCUMENT \$59,585.00	FUND DESCRIPTION Federal Trust Fund #0890		AGENCY BILLING CODE NO 053706	
REPORTING STRUCTURE 37900706	ITEM 3790-101-0890	CHAPTER 22	STATUTE 24	FISCAL YEAR 2024/25
BUSINESS UNIT 3790	ACCOUNT 5432000	ALT ACCOUNT	ACTIVITY CODE 68850	

Name of Project Representative: Toune Syharath

Phone: (559) 600-8595

Email: toune.syharath@fresnosheriff.org

STATE OF CALIFORNIA

Department of Parks and Recreation, Division of Boating and Waterways
PO Box 942896 Floor 12
Sacramento, CA 94296

BOATING SAFETY AND ENFORCEMENT EQUIPMENT (BSEE)

FISCAL YEAR 2024/25

PROJECT REPRESENTATIVES

State Agency: Division of Boating and Waterways	Grantee (Agency Name): Fresno County Sheriff's Office
Name: Johanna Naughton	Grantee Representative*: Christopher Tullus
Title: Program Administrator	Title: Sergeant
Address: 4940 Lang Ave., Dock H, Administration, Floor 12 McClellan, CA 95652	Mailing Address: PO Box 1788, 2200 Fresno St Fresno, CA 93717 1788
	Remit to Address:
Phone: (916) 902-8795	Phone: (559) 600-8166
Fax:	Fax:
Email: Johanna.Naughton@parks.ca.gov	Email: christopher.tullus@fresnosheriff.org

* Grantee representative information may only be changed by giving 30 days written notice to DBW.

**EXHIBIT A
BOATING SAFETY
AND
ENFORCEMENT EQUIPMENT
GRANT AGREEMENT**

**Fresno County Sheriff's Office
C24L0605**



**State of California
Department of Parks and Recreation
Division of Boating and Waterways**

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EXHIBIT A
GRANT TERMS AND CONDITIONS

1. DEFINITIONS

- A. **"DEPARTMENT":** The Department of Parks and Recreation, Division of Boating and Waterways (DBW).
- B. **"EFFECTIVE DATE":** The date the GRANT AGREEMENT face page is signed by the DEPARTMENT'.
- C. **"EQUIPMENT":** Boating-specific equipment or other equipment used to implement or conduct boating safety and boating law enforcement activities.
- D. **"GRANT":** Funds provided by the DEPARTMENT, from the federal Recreational Boating Safety (RBS) Grant, to the GRANTEE to finance all or part of the PURCHASE COSTS for items that assist in meeting the purposes of the Boating Safety Equipment and Enforcement (BSEE) and RBS programs.
- E. **"GRANT AGREEMENT":** The contract to which these grant terms and conditions are attached.
- F. **"GRANT AGREEMENT TERM":** The timeframe for which the GRANTEE must comply with the obligations and responsibilities identified in this GRANT AGREEMENT.
- G. **"GRANT PERFORMANCE PERIOD":** The timeframe specified on the grant agreement face page which includes the agreement start date (effective date) and final date for purchasing and receiving equipment. .
- H. **"GRANTEE":** The person or entity identified as the Grantee on the face page of the Agreement.
- I. **"GRANTEE FUNDS":** Any funds provided by the GRANTEE for the purchase or operation and maintenance of the EQUIPMENT/PATROL BOAT.
- J. **"PATROL BOAT":** A DEPARTMENT approved, registered vessel purchased for use in boating safety and law enforcement activities.
- K. **"PURCHASE COSTS":** Those costs incurred by the GRANTEE in purchasing the EQUIPMENT/PATROL BOAT; such PURCHASE COSTS shall not include any operation or maintenance costs, nor any costs incurred prior to the EFFECTIVE DATE of this GRANT AGREEMENT, nor any indirect or overhead costs claimed by the GRANTEE.

2. GENERAL

- A. The funding available in this GRANT shall not exceed the amount specified in this GRANT AGREEMENT and shall be used for the purchase of EQUIPMENT and/or PATROL BOAT for Boating Safety and Enforcement activities in accordance with all Exhibits incorporated and referenced herein.
- B. GRANT AGREEMENT TERM shall begin on the GRANT PERFORMANCE PERIOD start date and shall continue for the following lengths of time after granted items are received by the GRANTEE unless terminated in accordance with the terms and conditions of this GRANT AGREEMENT: fifteen [15] years for PATROL BOATS and all registered vessels and seven (7) years for EQUIPMENT.

- C. No amendment of the terms of this GRANT AGREEMENT shall be valid unless made in writing and signed by an authorized representative or designee of the DEPARTMENT and the GRANTEE.
- D. No variation of the terms of this GRANT AGREEMENT shall be valid unless made in writing and signed by an authorized representative or designee of the DEPARTMENT.
- E. Oral understandings are not binding on any of the parties.
- F. EQUIPMENT/PATROL BOAT purchase shall be completed prior to the end of the PERFORMANCE PERIOD.
- G. GRANTEE hereby certifies that the obligations created by this GRANT AGREEMENT do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- H. This GRANT AGREEMENT is not fully executed until signed by the DEPARTMENT. Grantee may not make any purchases until GRANT AGREEMENT is fully executed and equipment specifications and cost estimates have been approved in writing by the DEPARTMENT.
- I. GRANTEE hereby certifies that during the performance of this GRANT AGREEMENT, GRANTEE and any sub-grantees shall fully comply with State regulations regarding the implementation of **Disabled Veteran business participation goals as set forth in Disabled Veteran Business Enterprise Participation Requirements, Recycling Certification and, Contractor Certification Clauses.**
- J. GRANTEE shall continue with the responsibilities of this GRANT AGREEMENT during any dispute.
- K. Failure by the GRANTEE to comply with the terms of any Department of Parks and Recreation grant agreement may jeopardize the grantee's ability to be awarded funding in future grant opportunities offered by the Department of Parks and Recreation.
- L. **Subvention agencies:** GRANTEES participating in the DEPARTMENT'S Subvention Financial Aid Program acknowledge and certify that failure to fully spend subvention funding in the prior fiscal year will negatively impact the DEPARTMENT'S consideration of future grant applications from your agency for up to three (3) years.
- M. **Annual Reports:** Grantee shall submit an Annual Report beginning August 31st, 2024 and each and every year by August 31 for the term of this agreement (15 years for registered vessels or 7 years for any equipment valued at \$5,000 or less). Reports shall include maintenance records, number of hours BSEE equipment is used, additional equipment or modifications of any equipment or patrol boats, any loss or damage to equipment or patrol boat and a summary of boating accident reports submitted during the reporting year. Failure to submit annual reports by the deadline may jeopardize future funding.
- N. GRANTEE is required to participate in at least one (1) outreach event per year, such as Operation Dry Water, to conduct boating under the influence (BUI) check-points and educate boaters on the importance of boating sober. Grantee must identify what event it has participated in in its annual report.
- O. GRANTEE shall submit accident reports to DBW within 30 days of responding to a boating accident in waterbodies within GRANTEE'S area of responsibility. Failure to do so may jeopardize future DBW and Department funding for up to three (3) years.
- P. GRANTEE, representatives, agents or employees shall not act or represent

themselves as officers, employees or agents of the DEPARTMENT in the performance of this GRANT AGREEMENT.

3. PAYMENT PROVISIONS AND DISBURSEMENT OF GRANT

A. Reimbursements must be requested on GRANTEE'S official agency letterhead and include:

- Amount requested for reimbursement
- GRANT AGREEMENT number
- Statement of acceptance of the vessel or equipment and certification of meeting DBW's approved specifications
- Certification that you complied with all procurement procedures outlined this agreement;
- Name of payee and address where payment is to be sent
- Location of performance (where the equipment will be used)
- Signature of the person authorized in the resolution or minute order to execute the agreement
- Copies of brand name, description, make, model and serial number
- Proof of payment for purchase including invoices showing cost and sales tax
- For all motorized vessels: Department of Motor Vehicle (DMV) proof showing the DEPARTMENT as the legal owner and GRANTEE as the registered owner
- Certificate of Origin for all PATROL BOATS and trailers.

B. GRANTEE shall request grant reimbursements no later than 60 days from GRANT PERFORMANCE PERIOD end date by mailing one (1) complete reimbursement request package to:

For FedEx, UPS and other overnight mail:

Division of Boating and Waterways
Attn: BSEE Grant Manager
4940 Lang Avenue Dock H
McClellan, CA 95652

For United States Post Office (USPS) mail:

Division of Boating and Waterways
Attn: BSEE Grant Manager
P.O. Box 942896, Administration, Floor 12
Sacramento, CA 94296

Or by emailing to the DBW assigned grant manager.

- C. No funds shall be reimbursed for purchases made prior to the EFFECTIVE DATE of this agreement.
- D. The DEPARTMENT shall have no obligation to disburse the GRANT unless and until the GRANTEE obtains the prior written approval by the DEPARTMENT of the type and cost of the EQUIPMENT/PATROL BOAT.
- E. The DEPARTMENT will disperse the grant to the GRANTEE in arrears for the approved PURCHASE COST of the EQUIPMENT/PATROL BOAT
- F. The DEPARTMENT may withhold any grant disbursement if the GRANTEE fails to comply with any of the provisions of this GRANT AGREEMENT.

4. EQUIPMENT/PATROL BOAT OWNERSHIP

The DEPARTMENT shall be the legal owner of the EQUIPMENT/PATROL BOAT. The GRANTEE shall be the registered owner of PATROL BOAT or any other registered vessels purchased with GRANT FUNDS. The GRANTEE shall not assign, mortgage, hypothecate or transfer its interest in the EQUIPMENT/PATROL BOAT without the prior written approval of the DEPARTMENT.

5. OPERATION AND MAINTENANCE OF EQUIPMENT/PATROL BOAT

- A. The GRANTEE shall use the EQUIPMENT/PATROL BOAT for the purpose of promoting recreational boating safety and boating law enforcement and shall keep the EQUIPMENT/PATROL BOAT available for search and rescue operations and other projects or programs supported by the federal government provided that such use will not interfere with the program for which it was acquired (CFR 200.313.c.2)
- B. The GRANTEE shall be responsible for the costs of operating and maintaining the PATROL BOAT/EQUIPMENT for the GRANT AGREEMENT TERM; the DEPARTMENT shall not be liable for such costs.
- C. The GRANTEE shall maintain the EQUIPMENT/PATROL BOAT in good repair according to all manufacturer recommendations and shall make all repairs necessary to keep EQUIPMENT/PATROL BOAT functioning through the term of the GRANT AGREEMENT.
- D. The GRANTEE, at its own expense, shall repair or replace the EQUIPMENT/PATROL BOAT if it is damaged, destroyed or rendered useless prior to the end of the GRANT AGREEMENT TERM.
- E. GRANTEE shall submit maintenance records to the DEPARTMENT with each annual report.
- F. The GRANTEE shall seek DEPARTMENT approval for the purchase and installation of additional equipment or modifications to any registered vessel purchased with grant funds. Complete and accurate records of all such modifications shall be reported to the DEPARTMENT in the GRANTEE'S annual report and made available to the DEPARTMENT or authorized representative for inspection upon request.
- G. Each GRANTEE shall report to the DEPARTMENT loss or damage to any equipment purchased with grant funds within 30 days of occurrence.
- H. Each GRANTEE shall ensure that any PATROL BOAT/EQUIPMENT purchased with grant funds is operated solely by qualified Boating Safety and Boating Law Enforcement Officers. Operators must fully comply with GRANTEE'S documented training and certification requirements to be deemed qualified, which shall include, at a minimum, receipt of a California Boater Card.
- I. GRANTEE shall obtain prior DBW approval before submitting requests for modification or survey of a grant-funded PATROL BOAT/EQUIPMENT to California Department of General Services (DGS).

6. TERMINATION OF GRANT AGREEMENT

- A. Either DEPARTMENT or GRANTEE may unilaterally terminate this GRANT AGREEMENT if a material breach of the GRANT AGREEMENT is made by the other; such termination shall become effective NINETY [90] DAYS following the date of receipt by either the DEPARTMENT or the GRANTEE of a written notice of termination from the party initiating the termination.
- B. The GRANTEE may terminate this GRANT AGREEMENT if the GRANTEE becomes financially or legally unable to comply with the terms and conditions of this GRANT

AGREEMENT; such termination shall become effective NINETY [90] DAYS following receipt by the DEPARTMENT of a written notice of termination from the GRANTEE.

- C. The DEPARTMENT may terminate this GRANT AGREEMENT immediately and be relieved of any payments should the legislative body of the GRANTEE fail to appropriate GRANTEE FUNDS for purchase costs, if required, or if the GRANTEE fails to perform the requirements of this Agreement at the time and in the manner herein provided; such termination to become effective upon receipt by the GRANTEE of a written termination notice from the DEPARTMENT.
- D. The DEPARTMENT has the option to void the GRANT AGREEMENT with 30 days' notice in the event grant funds are not appropriated or amend the GRANT AGREEMENT to reflect any unexpected reduction of grant funds.

7. REVERSION OF EQUIPMENT/PATROL BOAT TO DEPARTMENT

If EQUIPMENT/PATROL BOAT is no longer needed or this GRANT AGREEMENT is terminated prior to the expiration of the term of the GRANT AGREEMENT:

- A. The GRANTEE shall deliver, at no cost to the State, the fully functioning EQUIPMENT/PATROL BOAT to the DEPARTMENT for reassignment and shall execute any document(s) necessary to effect appropriate changes in pertinent public records; the reversion of registered title is hereby declared to be in addition to, and not in lieu of, any other remedies for breach of this GRANT AGREEMENT which may be available to the DEPARTMENT.
- B. The GRANTEE shall be prohibited from receiving DEPARTMENT BSEE Grants for a period of three (3) years if EQUIPMENT/PATROL BOAT is not fully functional at time of termination.

8. 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 GRANT AGREEMENT.
- B. GRANTEE agrees to indemnify, defend and save harmless the State, 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 or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this GRANT AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by GRANTEE in the performance of this Agreement. GRANTEE warrants, represents and agrees that it and its subgrantees, subcontractors, employees and representatives shall at all times comply with all applicable State contracting laws, codes, rules and regulations in the performance of this GRANT AGREEMENT.
- C. 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.

D. Insurance Coverage Requirements

- (1) Vessel Insurance: GRANTEE shall maintain the necessary insurance for the full replacement value of vessels and equipment purchased with GRANT including fire, collision or sinking and all costs associated with removal and demolition.
- (2) Watercraft Liability: GRANTEE shall maintain watercraft liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out

of the maintenance and use of watercraft.

(3) The policy must include:

"The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to vessels and equipment purchased with this grant."

9. WAIVER OF RIGHTS

It is the intention of the parties hereto that from time to time either party may waive certain of its rights under this GRANT AGREEMENT. Any waiver at this time by either party hereto of its rights with respect to a default or any other matter arising in connection with this GRANT AGREEMENT shall not be deemed to be a waiver with respect to any other default or matter.

10. REMEDIES NOT EXCLUSIVE

The use by either the DEPARTMENT or GRANTEE of any remedy specified in this GRANT AGREEMENT for the enforcement of this GRANT 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.

11. OPINIONS AND DETERMINATIONS

Where the terms of GRANT 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.

12. PROCUREMENT PROCEDURES

- A. The GRANTEE must use procurement procedures that reflect applicable State and local public procurement laws and regulations, provided that the procedures conform to applicable Federal law and the standards identified in 2 CFR §200.318.

There shall be no changes, corrections, modifications or exceptions to DEPARTMENT approved specifications without advance written approval by the DEPARTMENT. Procurement procedures used by the GRANTEE must conform to State law and regulations regarding Disabled Veteran Business Enterprise Participation Requirements, Recycling Certification, AND CONTRACTORS CERTIFICATION CLAUSES. The GRANTEE is responsible, in its sole discretion, for the review of all bids for compliance.

- B. Procurement for boats and other registered vessels must be conducted using Invitation for Bid and must adhere to the specific procurement standards identified by GRANTEE'S governing board regarding advertising, adequate purchase descriptions, sealed bids, and public openings.

C. EQUIPMENT AND ELECTRONICS PROCUREMENT PROCEDURES:

Grantee must obtain at least three (3) bids or rate quotations from qualified sources for each item that has a unit cost of \$10,000 or more. The bids may be obtained over the phone but must be verified with written documentation from the vendor, and must include the make, model, size, name of vendor, date, and cost of item.

D. DEPARTMENT REVIEW

- (1) GRANTEE must submit to the DEPARTMENT proposed technical specifications of PATROL BOATS and other registered vessels for review and approval prior to solicitation of bids.
- (2) Grantees and sub-grantees must make available on request to the DEPARTMENT procurement documents, such as requests for proposals or

invitations for bids, independent cost estimates, etc. and must retain such documents for four years after equipment acquisition for auditing purposes.

13. DISPOSITION OF EQUIPMENT/PATROL BOAT

In accordance with 2 CFR 200.313 e.1 and 2, upon completion of the GRANT AGREEMENT TERM, GRANTEE must continue to use EQUIPMENT/PATROL BOAT as long as needed. If EQUIPMENT/PATROL BOAT is no longer needed, GRANTEE must receive approval from the DEPARTMENT. GRANTEE must deliver EQUIPMENT/PATROL BOAT to the California Department of General Services (DGS), Office of Fleet and Asset Management (OFAM) for sale at auction. DGS must complete an OFAM6 Form. Once DGS has completed the OFAM6, GRANTEE will submit the OFAM6 to the DEPARTMENT with an official letter requesting to surrender the vessel. The DEPARTMENT will provide the GRANTEE with an OFAM27 form and instructions for delivering the EQUIPMENT/PATROL BOAT to auction via email. GRANTEE will deliver the EQUIPMENT/PATROL BOAT and OFAM27 to the auction as instructed by the DEPARTMENT. GRANTEE shall have the OFAM27 signed at the auction and shall return the signed OFAM27 to the DEPARTMENT.

14. DISPOSITION OF PROCEEDS FROM SALE OF EQUIPMENT INSTALLED AND PARTIALLY FUNDED EQUIPMENT

If the GRANTEE has contributed funding in excess of the GRANT to the PURCHASE COSTS of the EQUIPMENT/PATROL BOAT, and in the event of a sale of the EQUIPMENT/PATROL BOAT after the expiration or termination of this GRANT AGREEMENT or the reversion of the EQUIPMENT/PATROL BOAT to the DEPARTMENT, then the proceeds of the EQUIPMENT/PATROL BOAT sale shall be distributed between the DEPARTMENT and the GRANTEE in proportion to their respective contributions of the PURCHASE COSTS, e.g.: if the PURCHASE COSTS totaled \$100,000 and the GRANT contribution amounts to \$60,000, then the DEPARTMENT would receive 60 percent of the EQUIPMENT/PATROL BOAT sale proceeds and the GRANTEE would receive 40 percent.

15. FEDERAL TERMS, CONDITIONS AND REGULATIONS

This GRANT is funded by the Federal Recreational Boating Safety (RBS) Grant and as such, GRANTEE shall comply with all the governing regulations, namely 2 CFR 200 - the most applicable of which have been included here for reference. For clarity, "Non-federal entity" shall be understood to be "DEPARTMENT" and "Award" shall be understood to be "GRANT". GRANTEES are subject and must adhere to the provisions set forth in the 2020 DHS Standard Terms and Conditions which are available online at: https://www.dhs.gov/sites/default/files/publications/fy20_dhs_standard_terms_and_conditions_v10.1_dated_12-31-2019.pdf and made a part of this agreement by reference. GRANTEES are subject to and must adhere to the regulations set forth in the 2 CFR 200 available online at: <https://www.govinfo.gov/content/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-part200.pdf> and made a part of this agreement by reference.

16. COMPLIANCE WITH LAW, REGULATION AND POLICY

It is understood and agreed that the Grantee shall comply with all applicable laws and regulations of the State of California, U.S. Coast Guard Code of Federal Regulations: 2 CFR identified in section §§ 200.318 General Procurement standards through 200.326 Contract provisions, 50 CFR 80 and 50 CFR 85, Equal Opportunity (41 CFR 60-1.4(b)), Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), 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) and all policies of DBW.

A. 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).

B. ENHANCEMENT OF RECIPIENT AND SUBRECIPIENT EMPLOYEE WHISTLEBLOWER PROTECTION

This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.

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.

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

C. EQUAL OPPORTUNITY CLAUSE

During the performance of this grant, the grantee agrees to sections i-vii below:

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
 - v. 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.
 - vi. 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.
 - vii. The grantee will include the provisions of paragraphs (1) through (7) in every 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 subcontractor or vendor. The grantee will take such action with respect to any 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 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.

The applicant 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 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.

The applicant 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 in the discharge of the agency's primary responsibility for securing compliance.

The applicant 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 agrees that if it fails or refuses to comply with these undertakings, the administering agency 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 under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

- I. *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.
- II. *Incorporation by operation of the order.* By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part 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.

EXHIBIT B

General Terms and Conditions (GTC 04/2017)

1. **APPROVAL:**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor /GRANTEE may not commence performance until such approval has been obtained.

2. **AMENDMENT:**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. **ASSIGNMENT:**

This Agreement is not assignable by the Contractor/GRANTEE, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. **AUDIT:**

Contractor/GRANTEE agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor/GRANTEE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor//GRANTEE agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor/GRANTEE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. **INDEMNIFICATION:**

Contractor/GRANTEE agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all GRANTEES, contractors, subcontractors, suppliers, laborers, and any other person, firm 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 or corporation who may be injured or damaged by Contractor/GRANTEE in the performance of this Agreement.

6. **DISPUTES:**

Contractor/GRANTEE shall continue with the responsibilities under this Agreement during any dispute.

7. **TERMINATION FOR CAUSE:**

The State may terminate this Agreement and be relieved of any payments should the Contractor/GRANTEE fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor/GRANTEE under this Agreement and the balance, if any, shall be paid to the Contractor/GRANTEE upon demand.

8. **INDEPENDENT CONTRACTOR:**

Contractor/GRANTEE, and the agents and employees of Contractor/GRANTEE, in the performance of this Agreement, shall act in an independent capacity and not as officers or

employees or agents of the State.

9. RECYCLING CERTIFICATION:

The Contractor/GRANTEE shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor/GRANTEE and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor/GRANTEE shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor/GRANTEE and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

Contractor/GRANTEE shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor/GRANTEE and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor/GRANTEE shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES:

The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

The consideration to be paid Contractor/GRANTEE, as provided herein, shall be in compensation for all of Contractor's/GRANTEE'S expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW:

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS:

The Contractor/GRANTEE by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor/GRANTEE shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT:

For any Agreement in excess of \$100,000, the contractor/GRANTEE acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor/GRANTEE recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor/GRANTEE, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION:

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services in excess of \$200,000, the Contractor/GRANTEE shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor/GRANTEE made a commitment to achieve small business participation, then Contractor/GRANTEE must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor/GRANTEE made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor/GRANTEE must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor/GRANTEE received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor/GRANTEE; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT C

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Grantee to the clause(s) listed below. This certification is made under the laws of the State of California.

Grantee Agency Name (Printed) Fresno County Sheriff's Office		Federal ID Number [REDACTED]
By Authorized Signature: 		
Printed Name and Title of Person Signing Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno		
Date Executed 11/5/2024	Executed in the County of Fresno	ATTEST: BERNICE E. SEIDEL Clerk of the Board of Supervisors County of Fresno, State of California

GRANTEE CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE:

Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS:

18.10 Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court, which orders Grantee to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Grantee hereby certifies that Grantee will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the agreement equal to the lessor of 30 multiplied by the

By Alexandra Vicini Deput

number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its agreement with the State.

Failure to make a good faith effort may be cause for non-renewal of a state agreement for legal services, and may be taken into account when determining the award of future contracts/agreements with the State for legal services.

5. EXPATRIATE CORPORATIONS:

18.40 Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.3.

EXHIBIT D

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST:

Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (PCC 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e)).

2. LABOR CODE/WORKERS' COMPENSATION:

Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).

3. AMERICANS WITH DISABILITIES ACT:

Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. GRANTEE NAME CHANGE:

An amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said

amendment. Any changes of the Grantee's representative shall be notified to DBW within 30 days written notice on Grantee's letterhead.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Grantee is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Grantee performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all Grantees that are not another state agency or other governmental entity.

EXHIBIT E – DARFUR CONTRACTING ACT

If your agency hires a contractor to complete work under this grant, the contractor must fill out and sign the Darfur Contracting Act form prior to execution of the contract. A Sample of The Darfur Contracting Act form is provided on the next page; this form (DGS PD 1) can also be downloaded from the California Department of General Services website.

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, et seq.; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency. (See # 1 on the sample Attachment).

The following sample Attachment may be included in an IFB or RFP to satisfy the Act’s certification requirements of bidders and proposers.

Exhibit E - DARFUR CONTRACTING ACT

SAMPLE FORM

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; orb) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do not need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is not a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)	Federal ID Number
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

OPTION #2 - WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed)	Federal ID Number
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

EXHIBIT F

SUGGESTED LANGUAGE FOR RECYCLING CERTIFICATION

State law requires that state contracts shall have Recycling Certification in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

RECYCLED CONTENT CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Name and Title of Person Signing Nathan Magsig, Chairman	Date Executed 11/5/2024
Authorized Signature 	Executed in the County of Fresno
Title Chairman of the Board of Supervisors of the County of Fresno	Telephone Number
Legal Business Name Fresno County Sheriff's Office	Federal ID Number 

The Contractor hereby certifies under penalty of perjury, that the percent of the materials, goods, supplies offered, or products used in the performance of this contract meets the or exceeds the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code. The Contractor may certify that the product contains zero recycled content.

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California
By Alexander Viani Deputy

General

1 Applicant Information

- a. Applicant Name Fresno County Sheriff's Office
- b. Organizational Unit
- c. Address PO Box 1788
- d. Address 2 2200 Fresno St
- e. City Fresno State CA Zip 93717-1788
- f. Federal ID Number Unique Entity Id.
- g. Agency Type
- City County
- State Agency District
- Other Public Agency

2 Project Information

- a. Project Name Boating Safety and Enforcement Equipment Grant - FY 2024 / 25
- b. Is implementing agency same as Applicant Yes No
- c. Implementing Agency Name
- d. Project Start Date Oct-01-2024 End Date Mar-31-2026
- e. Amount of Funds Requested \$59,585.00 Project Cost \$59,585.00

3 Contacts

a. Project Administrator

Name	Christopher Tullus				
Title	Sergeant				
Mailing Address	2200 Fresno St.				
City	Fresno	State	CA	Zip	93721
Telephone	(559) 600-8166			Fax	
E-mail Address	christopher.tullus@fresnosheriff.org				

1. Minimum Qualifications

This is a federal pass-through 'Recreational Boating Safety Grant'. Priority for this grant are for the promotion of recreational boating safety and to decrease the number of accidents, injuries, and fatalities on U.S. waters.

Funding priorities for the Boating Safety and Enforcement Equipment Grant are for equipment that assists grantees in the following activities, in this order of priority:

1. Promoting recreational boating safety.
2. Enforcement of recreational boating safety laws
3. Search and rescue activities for recreational boaters.
4. Recovery of evidence for recreational boating accidents, injuries, and fatalities.

NOTE: Patrol and safety activities for swimmers, vehicle recovery, homeland security activities, and recovery of drowned bodies are not funding priorities under this federal grant.

Attach a Letter of Intent as required by Title 14, Section 6594.5. A template letter is [41144_0_197_Letter of intent.pdf](#) in the 'Show Documents' area.

As a subgrantee for this federal grant award, your agency must be registered in the Federal System of Award Management (<https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>) Your agency's registration must be current in that system at the time you submit your application.

Attach a screenshot showing your registration is active. (A sample screenshot is available in the 'Show Documents' area) [41146_0_989_County of Fresno Sheriff SAM Reg expire Mar 25 2025.pdf](#)

The statements below refer to

Fresno County Sheriff's Office

and confirm the following:

- 1 a. Does your agency have an active Boating Safety and/or Boating Law Enforcement Patrol? Yes No

- 1 b. What training and/or authorization does your agency have to perform boating safety and/or boating law enforcement in your jurisdiction? (max. 1024 characters)

California Harbor and Navigation Code Section 663 authorizes our agency to stop and inspect vessels within Fresno County. California Harbor and Navigation Code Section 663.7(a) further explains our duties on the water within the County. California Government Code Section 26614 authorizes the Sheriff to conduct search and rescue activities. Our agency's boating deputies are trained by the Department of Boating and Waterways appointed staff on laws and regulations of boating within the State.

- 1 c. If awarded this grant, I hereby certify that the agency identified above will report all boating accident statistics as required in Section 656 of Harbors and Navigation Code for the grant term if awarded this grant? An agency's failure to submit a report may result in ineligibility of future DBW funding opportunities for up to five fiscal years. Yes No

- 1 d. **By checking the boxes below, I certify that that the agency identified above meets all the following criteria:**
 - Your agency employs at least one boating safety law enforcement officer defined in California Code of Regulations, Title 14, Division 4, Chapter 1, Article 4.5.2 as trained personnel authorized and retained to perform on-the-water boating safety and boating law enforcement activities.
 - Your agency's boating safety law enforcement officer(s) conducts sufficient patrol and has the jurisdiction and authority to ensure adequate enforcement, including arrest authority of all applicable state boating safety laws and regulations.

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

Your agency has the knowledge and means to properly report boating accidents to DBW.

If you cannot certify that your agency meets ALL of the above criteria, certify by checking the box below and filling out the remainder of 1d.

Your agency has a memorandum of understanding (MOU) with a law enforcement agency that has all of the above authorities and conducts all of these activities

Identify the law enforcement agency:

Attach the MOU

1 e. Has your agency been out of compliance with the terms of any other Department of Parks and Recreation contract or agreement in the past 3 years? Yes No

If you responded 'Yes' to 1 e, please provide an explanation

1. California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s).

- State Senate 01 State Senate 02 State Senate 03 State Senate 04 State Senate 05
- State Senate 06 State Senate 07 State Senate 08 State Senate 09 State Senate 10
- State Senate 11 State Senate 12 State Senate 13 State Senate 14 State Senate 15
- State Senate 16 State Senate 17 State Senate 18 State Senate 19 State Senate 20
- State Senate 21 State Senate 22 State Senate 23 State Senate 24 State Senate 25
- State Senate 26 State Senate 27 State Senate 28 State Senate 29 State Senate 30
- State Senate 31 State Senate 32 State Senate 33 State Senate 34 State Senate 35
- State Senate 36 State Senate 37 State Senate 38 State Senate 39 State Senate 40

2. California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Assembly district(s).

- State Assembly 01 State Assembly 02 State Assembly 03 State Assembly 04
- State Assembly 05 State Assembly 06 State Assembly 07 State Assembly 08
- State Assembly 09 State Assembly 10 State Assembly 11 State Assembly 12
- State Assembly 13 State Assembly 14 State Assembly 15 State Assembly 16
- State Assembly 17 State Assembly 18 State Assembly 19 State Assembly 20
- State Assembly 21 State Assembly 22 State Assembly 23 State Assembly 24
- State Assembly 25 State Assembly 26 State Assembly 27 State Assembly 28
- State Assembly 29 State Assembly 30 State Assembly 31 State Assembly 32
- State Assembly 33 State Assembly 34 State Assembly 35 State Assembly 36
- State Assembly 37 State Assembly 38 State Assembly 39 State Assembly 40
- State Assembly 41 State Assembly 42 State Assembly 43 State Assembly 44
- State Assembly 45 State Assembly 46 State Assembly 47 State Assembly 48
- State Assembly 49 State Assembly 50 State Assembly 51 State Assembly 52
- State Assembly 53 State Assembly 54 State Assembly 55 State Assembly 56
- State Assembly 57 State Assembly 58 State Assembly 59 State Assembly 60
- State Assembly 61 State Assembly 62 State Assembly 63 State Assembly 64
- State Assembly 65 State Assembly 66 State Assembly 67 State Assembly 68
- State Assembly 69 State Assembly 70 State Assembly 71 State Assembly 72
- State Assembly 73 State Assembly 74 State Assembly 75 State Assembly 76
- State Assembly 77 State Assembly 78 State Assembly 79 State Assembly 80

3. California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (<https://www.govtrack.us/congress/members/CA>) in your browser to determine the Congressional district(s).

- Congressional District 1 Congressional District 2 Congressional District 3
- Congressional District 4 Congressional District 5 Congressional District 6

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

- | | | |
|---------------------------------------------------------------|----------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Congressional District 7 | <input type="checkbox"/> Congressional District 8 | <input type="checkbox"/> Congressional District 9 |
| <input type="checkbox"/> Congressional District 10 | <input type="checkbox"/> Congressional District 11 | <input type="checkbox"/> Congressional District 12 |
| <input checked="" type="checkbox"/> Congressional District 13 | <input type="checkbox"/> Congressional District 14 | <input type="checkbox"/> Congressional District 15 |
| <input type="checkbox"/> Congressional District 16 | <input type="checkbox"/> Congressional District 17 | <input type="checkbox"/> Congressional District 18 |
| <input type="checkbox"/> Congressional District 19 | <input type="checkbox"/> Congressional District 20 | <input checked="" type="checkbox"/> Congressional District 21 |
| <input checked="" type="checkbox"/> Congressional District 22 | <input type="checkbox"/> Congressional District 23 | <input type="checkbox"/> Congressional District 24 |
| <input type="checkbox"/> Congressional District 25 | <input type="checkbox"/> Congressional District 26 | <input type="checkbox"/> Congressional District 27 |
| <input type="checkbox"/> Congressional District 28 | <input type="checkbox"/> Congressional District 29 | <input type="checkbox"/> Congressional District 30 |
| <input type="checkbox"/> Congressional District 31 | <input type="checkbox"/> Congressional District 32 | <input type="checkbox"/> Congressional District 33 |
| <input type="checkbox"/> Congressional District 34 | <input type="checkbox"/> Congressional District 35 | <input type="checkbox"/> Congressional District 36 |
| <input type="checkbox"/> Congressional District 37 | <input type="checkbox"/> Congressional District 38 | <input type="checkbox"/> Congressional District 39 |
| <input type="checkbox"/> Congressional District 40 | <input type="checkbox"/> Congressional District 41 | <input type="checkbox"/> Congressional District 42 |
| <input type="checkbox"/> Congressional District 43 | <input type="checkbox"/> Congressional District 44 | <input type="checkbox"/> Congressional District 45 |
| <input type="checkbox"/> Congressional District 46 | <input type="checkbox"/> Congressional District 47 | <input type="checkbox"/> Congressional District 48 |
| <input type="checkbox"/> Congressional District 49 | <input type="checkbox"/> Congressional District 50 | <input type="checkbox"/> Congressional District 51 |
| <input type="checkbox"/> Congressional District 52 | <input type="checkbox"/> Congressional District 53 | |

4. County

Select one or more of the California Counties where the proposed project activities will occur.

- | | | | | | |
|---------------------------------------|----------------------------------------|--------------------------------------|--------------------------------------------|-------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Alameda | <input type="checkbox"/> Alpine | <input type="checkbox"/> Amador | <input type="checkbox"/> Butte | <input type="checkbox"/> Calaveras | <input type="checkbox"/> Colusa |
| <input type="checkbox"/> Contra Costa | <input type="checkbox"/> Del Norte | <input type="checkbox"/> El Dorado | <input checked="" type="checkbox"/> Fresno | <input type="checkbox"/> Glenn | <input type="checkbox"/> Humboldt |
| <input type="checkbox"/> Imperial | <input type="checkbox"/> Inyo | <input type="checkbox"/> Kern | <input type="checkbox"/> Kings | <input type="checkbox"/> Lake | <input type="checkbox"/> Lassen |
| <input type="checkbox"/> Los Angeles | <input type="checkbox"/> Madera | <input type="checkbox"/> Marin | <input type="checkbox"/> Mariposa | <input type="checkbox"/> Mendocino | <input type="checkbox"/> Merced |
| <input type="checkbox"/> Modoc | <input type="checkbox"/> Mono | <input type="checkbox"/> Monterey | <input type="checkbox"/> Napa | <input type="checkbox"/> Nevada | <input type="checkbox"/> Orange |
| <input type="checkbox"/> Placer | <input type="checkbox"/> Plumas | <input type="checkbox"/> Riverside | <input type="checkbox"/> Sacramento | <input type="checkbox"/> San Benito | <input type="checkbox"/> San Bernardino |
| <input type="checkbox"/> San Diego | <input type="checkbox"/> San Francisco | <input type="checkbox"/> San Joaquin | <input type="checkbox"/> San Luis Obispo | <input type="checkbox"/> San Mateo | <input type="checkbox"/> Santa Barbara |
| <input type="checkbox"/> Santa Clara | <input type="checkbox"/> Santa Cruz | <input type="checkbox"/> Shasta | <input type="checkbox"/> Sierra | <input type="checkbox"/> Siskiyou | <input type="checkbox"/> Solano |
| <input type="checkbox"/> Sonoma | <input type="checkbox"/> Stanislaus | <input type="checkbox"/> Sutter | <input type="checkbox"/> Tehama | <input type="checkbox"/> Trinity | <input type="checkbox"/> Tulare |
| <input type="checkbox"/> Tuolumne | <input type="checkbox"/> Ventura | <input type="checkbox"/> Yolo | <input type="checkbox"/> Yuba | | |

2. Citation Authority

- 2 a. Number of Full-Time Boating Safety and/or Boating Law Enforcement Officers do you have? A Boating Safety Law Enforcement Officer is defined in California Code of Regulations, Title 14, Division 4, Chapter 1, Article 4.5.2 as trained personnel authorized and retained to perform on-the-water boating safety and boating law enforcement activities. 3
- 2 b. Number of Part-Time Boating Safety and/or Boating Law Enforcement Officers (as defined in 2 a) do you have? 10
- How many hours per year do they conduct on-the-water patrol and boating safety activities? 10,400
- Is this work seasonal or continuous? Continuous
3. Does your boating safety and enforcement unit have citation authority? Yes No
- If YES, Authorizing Code # PC 836(a)
- a. How many boating safety related citations did your agency issue last calendar year? 76
- b. How many boating accidents did your agency respond to in the last calendar year? 15
- c. How many BOATING safety related Search and Rescue missions did your agency perform in the last calendar year? 26
- d. How many boating recovery missions did your agency perform last year? 2
4. Does your boating safety and enforcement unit have arrest authority? Yes No
- If YES, Authorizing Code # PC 836(a)
- How many boating related arrests did you conduct last calendar year? 21
5. How many outreach events with the general public did your agency participate in to promote boating safety education last calendar year? Please list the events and describe how boating safety was promoted. 25

5a.

Event Name	Date of Event	What BOATING SAFETY information was provided at this event?
Raisin City Elementary Career Day	01/26/23	Children's boating/water safety presentation. Boat and safety equipment display
Valley Oak Elementary Hero Run	02/22/23	Static Display with boat and safety equipment displayed and demonstrated
Fairmont Elementary Champion Day	03/09/23	Children's boating/water safety presentation. Boat and safety equipment display
Sanger Blossom Car Show	03/11/23	Static display with boat and safety equipment/presentations
Sanger High School Public Service Day	03/18/23	Static Display with boat and safety equipment displayed and demonstrated
Laton Parade	04/01/23	Parade Display with water safety announcement
Kingsburg Car Show	04/15/23	Static display with boat and safety equipment
Valley Childrens Hospital Kids Day	04/28/23	Children's boating/water safety presentation. Boat and safety equipment display
Clovis Rodeo Parade	04/29/23	Parade Display with water safety announcement

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Centerville School Carnival	05/05/23	Children's boating/water safety presentation. Boat and safety equipment display
Saroyan Elementary School Carnival	05/19/23	Children's boating/water safety presentation. Boat and safety equipment display
Millerton Kids Day	05/20/23	Children's boating/water safety presentation. Boat and safety equipment display
Kingsburg Swedish Parade	05/20/23	Parade Display with water safety announcement
The Little Gym Heroes Day	06/26/23	Children's boating/water safety presentation. Boat and safety equipment display
Reagan Elementary Safety Day	06/29/23	Children's boating/water safety presentation. Boat and safety equipment display
Clovis Walk Like MADD	09/16/23	Static display with boat and safety equipment/demonstrations
Caruthers Parade	09/30/23	Parade Display with water safety announcement
Bullard Talent Star Day	10/13/23	Children's boating/water safety presentation. Boat and safety equipment display
Roosevelt Elementary Safety Day	10/13/23	Children's boating/water safety presentation. Boat and safety equipment display
Fresno County Sheriff's Office Citizen Academy	10/18/23	Static Display/Boating Safety Presentation/Safety Equipment demonstration
Monroe Elementary Red Ribbon Day	10/26/23	Children's boating/water safety presentation. Boat and safety equipment display
Washington Elementary School Hero Day	11/03/23	Children's boating/water safety presentation. Boat and safety equipment display
Sanger Christmas Parade	12/02/23	Parade Display with water safety announcement
Kerman Christmas Parade	12/09/23	Parade Display with water safety announcement
Del Rey Christmas Parade	12/09/23	Parade Display with water safety announcement

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

6. Jurisdiction Table

List all waterbodies that are in your jurisdiction and fill in the below chart for each

Waterbody	Size (area)	List all boating activities (e.g. fishing, water skiing, paddling, etc.) conducted on this waterbody.	How many hours/year is this waterbody patrolled by your agency	Is there shared jurisdiction on this waterbody?	If shared jurisdiction, list other agency(s)
Kings River	31 miles	Fishing, boating, rafting, paddle sports, swimming	2,720	Yes	Kings County Sheriff
Pine Flat Lake	9.3 sq. miles	Fishing, boating, paddle sports, swimming, sailing	2,720	No	
Shaver Lake	3.4 sq. miles	Fishing, boating, paddle sports, swimming, water sports events, sailing	2,720	No	
Huntington Lake	2.2 sq. miles	Fishing, boating, paddle sports, swimming, organized regattas, sailing	240	No	
Wishon Reservoir	1.5 sq. miles	Fishing, boating, paddle sports	40	No	
Courtwright Reservoir	2.7 sq. miles	Fishing, boating, paddle sports	40	No	
San Joaquin River	73 miles	Fishing, boating, rafting, paddle sports, swimming	120	Yes	Madera County Sheriff
Redinger Lake	0.7 sq. miles	Fishing, boating, paddle sports, swimming	40	Yes	Madera County Sheriff
Kerckhoff Reservoir	0.3 sq. miles	Fishing, boating, paddle sports, swimming	40	Yes	Madera County Sheriff
Edison Lake	2.9 sq. miles	Fishing, boating, paddle sports	20	No	
Florence Lake	0.5 sq. miles	Fishing, boating, paddle sports	20	No	
Avocado Lake	0.1 sq. miles	Fishing, boating, paddle sports, swimming	20	No	

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

Mendota Slough	2.1 sq. miles	Fishing, boating, paddle sports, swimming, waterfowl hunting	20	No	
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7. Three RECREATIONAL BOATING safety issues

This is a Federal Pass-Through 'Recreational Boating Safety Grant'. The purpose of the grant is to promote boating safety and to decrease the number of accidents, injuries, and fatalities on U.S. waters. Clearly identify three BOATING safety issues that affect recreational boaters in your jurisdiction. Your answer to this question will be referenced throughout this grant application.

In Fresno County we have identified the following issues as our major safety concerns. Our first concern is an ignorance of boating laws and water safety. Fresno County has several lakes that offer boaters the opportunity to rent vessels. As an example, Shaver Lake has over 250 vessels that are available for rental. Our county population has exceeded one million residents. Each summer our county population grows for vacationers, camps, etc. This population surge in the summer results in more people using our waterways for recreation and business. As a result our law violations, water rescues, and accident investigations increase. Our unit works closely with our local media to educate the public on boating laws and water safety. We also maintain a social media presence that works to promote boating and water safety.

Second, we have seen an increase in the usage of our rivers. We normally encounter boats, kayaks, rafts, and swimmers. We are also seeing an increase in Personal Watercraft (PWC). Our patrol boats on the rivers cannot match the speed of the PWC's. Our river water levels fluctuate over the season. When the water level gets too low, we cannot launch a patrol boat. We can launch a PWC. The normal boats may no longer be on the water, but the kayakers, swimmers, and floaters are still out there, along with the PWC operators. Not being able to launch a boat prevents us from being able to be on the water to conduct enforcement and also to perform rescues.

Some of our smaller lakes have launch ramps that cannot accommodate our patrol boat trailers. They can accommodate a PWC trailer. Having PWC's allows us to patrol the smaller lakes in Fresno County that we could not do with a boat.

Third, is the safety concerns caused by not having PWC's. DBW has requested our two PWC's to be junked. We are in the process of handling this request. PWC's allow us to enhance our overall patrol operations, especially if one of our boats (river or lake) goes down for extended maintenance. They are also extremely useful in our rivers and can operate in shallow water. They can be on the water when a boat cannot. This allows us to continue our patrol operations on all of our waterways and help those who still use the rivers when a boat cannot be launched. It is our belief that with the proposed equipment, we will be able to address these issues and be better able to provide enforcement and rescue services on the rivers and waterways of Fresno County.

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

8. Inventory

List all patrol boats, PWCs and inflatables in your current inventory (Local and State owned). Include boats awarded but not yet received yet.

Year	Make	CF Number	How many hours/year is this used?	What waterbodies is it used on?	Will this boat be surplus if awarded a new vessel?	Was this vessel funded by a DBW grant?	Is this vessel operational ?	Is this vessel used for anything else besides patrolling. If so, explain.
1998	Woolridge	CF 3950 XC	840	Kings River, San Joaquin River, Mendota Slough, Shaver Lake, Pine Flat Lake, Courtright Reservoir, Wishon Reservoir, Avocado Lake, Redinger Lake, Kerckhoff Reservoir, Florence Lake, Edison Lake	No	Yes	Yes	No
2000	Woolridge	CF 4147 SC	840	Kings River, San Joaquin River, Mendota Slough, Shaver Lake, Pine Flat Lake, Courtright Reservoir, Wishon Reservoir, Avocado Lake, Redinger Lake, Kerckhoff Reservoir, Florence Lake, Edison Lake	No	Yes	Yes	No
2001	JetCraft	CF 4160 XC	840	Shaver Lake, Pine Flat Lake, Huntington Lake, Courtright Reservoir, Wishon Reservoir	Yes	Yes	Yes	No
2001	Chinook	CF 4265 XC	80	Shaver Lake, Pine Flat Lake, Huntington Lake, Courtright Reservoir, Wishon Reservoir	No	Yes	Yes	No
2004	Design Concepts	CF 4655 XC	840	Shaver Lake, Pine Flat	No	Yes	Yes	No

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

				Lake, Huntington Lake, Courtright Reservoir, Wishon Reservoir				
2006	Yamaha	CF 4854 XC	150	Kings River, San Joaquin River, Mendota Slough, Shaver Lake, Pine Flat Lake, Courtright Reservoir, Wishon Reservoir, Avocado Lake, Redinger Lake, Kerckhoff Reservoir, Florence Lake, Edison Lake	Yes	Yes	Yes	No
2006	Yamaha	CF 6651 XC	150	Kings River, San Joaquin River, Mendota Slough, Shaver Lake, Pine Flat Lake, Courtright Reservoir, Wishon Reservoir, Avocado Lake, Redinger Lake, Kerckhoff Reservoir, Florence Lake, Edison Lake	Yes	Yes	Yes	No
2008	Zodiac	CF 5078 XC	40	Kings River, San Joaquin River, Mendota Slough, Shaver Lake, Pine Flat Lake, Courtright Reservoir, Wishon Reservoir, Avocado Lake, Redinger Lake, Kerckhoff Reservoir, Florence Lake, Edison Lake	No	Yes	Yes	No
2016	Rogue Jet	CF 5717 XC	840	Shaver Lake, Pine Flat Lake, Huntington Lake, Courtright Reservoir, Wishon Reservoir	No	Yes	Yes	No
2017	Rogue Jet	CF 5770 XC	840	Shaver Lake, Pine Flat	No	Yes	Yes	No

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

				Lake, Huntington Lake, Courtright Reservoir, Wishon Reservoir				
2021	Rogue Jet	CF 6030 XC	840	Shaver Lake, Pine Flat Lake, Huntington Lake, Courtright Reservoir, Wishon Reservoir	No	Yes	Yes	No

9. Project Type

Are you requesting a new Patrol Boat/PWC or Misc. Equipment.?

- New Patrol Boat/PWC - see definition below
- Equipment / Repairs

NOTE: A "Patrol Boat" is defined as "A Department of Parks and Recreation, Division of Boating and Waterways approved, registered vessel (with or without trailer and/or outboard motor) purchased for use in boating safety and law enforcement activities." **VERIFY THAT YOUR REQUEST IS CORRECTLY CLASSIFIED.** Failure to correctly classify may result in disqualification of your grant application.

* All items purchased with funding provided by the Division of Boating and Waterways are for the exclusive use of the Boating Safety and Enforcement Unit.

Patrol Boat Instructions

PLEASE READ THE FOLLOWING CAREFULLY

ENTER INFORMATION IN THIS SECTION ONLY IF YOU SELECTED 'PATROL' AS A PROPOSAL TYPE

IF YOU DID NOT SELECT 'PATROL BOAT' AS A PROPOSAL TYPE, CLICK ON THE NEXT TAB TO NAVIGATE TO THE NEXT SECTION

10. Describe what you are requesting. You may request only FIVE ITEMS TOTAL (inflatable vessel and engine, patrol boat and trailer, etc.). You may group "like items". "Like items" are related items that work together. You need one to work with the other. Examples of "like items" include a 'patrol boat and a trailer'."

Item	Cost	Quantity	Total	Priority	List specific items that are in the grouped 'like' items
Personal Watercrafts and Trailer	55,673.00	1.00	55,673.00	First	Personal Watercrafts (2), Double PWC Trailer, lights, radio, and stickers
TOTAL			55,673.00		

- 10 a. Describe exactly what is being requested and how this equipment will help mitigate the recreational boating safety issues identified in Question 7.**

I am requesting the purchase of two (insert make and type) Personal Watercrafts (PWC's), a double PWC trailer, blue patrol lights, and agency identification emblems. As mentioned in Question 7 our two PWC's have been scrapped at the request of DBW. They had reached the end of the grant life expectancy (18 years). PWC's are essential to boating safety. We use them on our waterways not only for enforcement purposes, but they are also used for water rescue, especially on our two rivers. PWC's are one of our most versatile pieces of equipment. They do not require a special vehicle to tow and can be deployed quickly. In a water rescue, time is critical. Having PWC's allows us to respond without having to pull a patrol boat off of a body of water where it is needed. They are maneuverable and can go places where our boats may not be able to get to. We are also able to ferry and deploy rescue personnel quickly.

PWC's are also useful for enforcement purposes. They allow us the ability to enforce laws and also help serve as a deterrent. Having them on our lakes and rivers helps reduce the chances of an accident. We have found that enforcement helps to mitigate the safety issues caused by unsafe boaters and public operating rental boats. They also help us cover more water and enhance our ability to respond to rescues, medical emergencies, etc.

These new PWC's will greatly increase our ability to use proactive efforts to reduce safety issues through continued enforcement.

- 10 b. Describe any negative impacts to boating safety and/or boating enforcement if your agency does not get this grant.**

As mentioned earlier, our two PWC's have been scrapped at the request of DBW. This loss has affected our ability to enhance our patrol presence on our 13 waterways. It also has affected our response plans to river rescues in Fresno County.

- 10 c. Classify this request by choosing one of the following options and present a strong justification for the request.**

Classify this request by choosing one of the following options.

- "Critical" (operations would cease without it)
- "Increased efficiency" (it would save staff time, identify how much time) [this gives us extra enforcement capabilities]
- "Convenience" (it would make life a little easier)

- "Protection" of existing equipment (ex: shade tents, hoists to get the vessels out of the water, etc. to extend longevity)

Justify your classification of this request. (max. 300 characters)

The PWC's we are requesting would allow us to expand our patrol capabilities and provide additional enforcement on our waterways. Our PWC's have been requested to be salvaged by DBW. This has left us without 2 watercraft that are used for enforcement operations when a boat cannot be launched.

Activity	Percentage
Boating Safety Activities	80.00
Search and Rescue Activities	20.00
Other Activities	
TOTAL	100.00

List any other activities this vessel will be used for:

N/A

- 10 d. If you are not awarded your full request, would your agency be able to supplement Yes No the difference?

If yes, what percentage can you supplement?

- 10 e. How and why did your agency select this particular vessel? Explain if this is a standard patrol boat or do you need something specialized for your waterbody to meet your agency's needs? List less expensive models considered and explain why they are not being requested. List other funding sources available to your agency that could be used to purchase or partially purchase this equipment.**

The personal watercraft we are requesting are watercraft that can be purchased at any Sea Doo dealer. There is no specialized manufacturer equipment needed for these. The model we are asking for meets our needs as far as seating capacity, comfort, and power. When we use the watercraft we spend a great deal of time on them. The model we are requesting is designed for comfort as well as practicality. It is a stable work platform. A lot of the PWC's on our waterways are powerful and this PWC would allow us to catch up to them for enforcement purposes. The model we are requesting is in the upper end of the price range. The cheaper models sacrifice speed, work platform capability, and operator comfort.

2 quotes were attached. There is a variance of \$246.24 between the 2 quotes. The quote for Clawson is in Fresno County and would save us time and money on fuel charges when service is needed.

10 f. Patrol Boat - Informational

- 10 f. What body(s) of water will this boat be used on?

Shaver Lake, Pine Flat Lake, Huntington Lake, Kings River, and the San Joaquin River

- 10 g. How many hours per month on average will this vessel be used for Boating Safety Enforcement?

May through September

- 0-25 hours per month
- 26-100 hours per month
- 101-250 hours per month
- 251+ hour per month

October through April

- 0-25 hours per month
- 26-100 hours per month
- 101-250 hours per month
- 251+ hour per month

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

10 h. Percentage of time per year this piece of equipment will be used for the following activities.

**Estimate the total time this equipment may be used for boating safety activities in a calendar year based on historical data. DBW may verify this information using accident data. Failure to report time correctly in the following chart may result in disqualification of your grant application.*

Activity	Average hours per year this equipment will be used	Percentage of time
Boating Patrol	80.00	80.00
Search and Rescue Activities	10.00	10.00
Accident Investigation	10.00	10.00
Recovery	0.00	0.00
Other Activities (list below)	0.00	0.00
TOTAL:	100.00	100.00

List any other activities this equipment will be used for: (max 300 characters)

Will this vessel be used for anything besides Recreational Boating Safety Enforcement (ie. Junior lifeguard, swimming rescues, enforcing commercial events, other activities, etc.)? Yes No

If YES, complete the table below.

List Other Activity (NOT BOATING RELATED ACTIVITY)	Hours per month on average this vessel will be used for other activity(ies)
Floater rescues on the Kings River and San Joaquin Rivers	5.00

10 i. Upload boat/trailer specifications for review. The Specification Guidelines are in the 'Show Documents' area. You cannot proceed without attaching specs. [41232_0_208_Specs.pdf](#)

10 j. Estimate the cost of the patrol boat and trailer 55,673.00

10 k. Attach two quotes. If you cannot provide a quote now, you must provide if you are awarded a grant.

Name	Attachment
Quote 1	41236_0_725_quote 1.pdf
Quote 2	41236_1_546_Quote 2.pdf

10 l. Will this replace an existing boat? Yes No

Year, make and CF # of boat being replaced.
 2006 Yamaha Personal Watercraft CF 4854 XC
 2006 Yamaha Personal Watercraft CF 6651 XF

10 m. Has the vessel being replaced ever had it's engine or electronics replaced? Yes No

If yes, how many times? Explain. (max. 1024 characters)

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

10 n. Explain why you are not requesting a repower of this vessel. (max. 1024 characters)

We are requesting the purchase of two new PWC's because our PWC's were requested to be scrapped/junked by DBW. They were 18 years old. The engine on one of the PWC's is damaged and the cost to replace exceeds the value of the PWC.

Misc Equipment Instructions

PLEASE READ THE FOLLOWING CAREFULLY

ENTER INFORMATION IN THIS SECTION ONLY IF YOU SELECTED 'MISC. EQUIPMENT' AS A PROPOSAL TYPE

IF YOU DID NOT SELECT 'MISC. EQUIPMENT' AS A PROPOSAL TYPE, CLICK ON THE NEXT TAB TO NAVIGATE TO THE NEXT SECTION

Misc. Equipment Items

11. Describe what you are requesting. You may request only FIVE ITEMS TOTAL (patrol boat and equipment). You may group "like items". "Like items" are related items that work together. You need one to work with the other. Examples of "like items" include a 'FLIR and delivery', 'replacement boat seat and tax' or 'GPS and screen'.

DBW may fund up to 50% of the total cost of fire suppression equipment.

NOTE: Supplies and consumables (i.e: rope, water bottles, cleaning supplies, hardware) are not funding priorities.

Item / Group Name	Cost	Quantity	Total	Priority	List specific items that are in the grouped 'like' items. Include itemized list with cost and quantity.	Attach one quote for each item in this section
Preliminary Alcohol Screening Devices	652.00	6.00	3,912.00	Second	6 PAS devices, tax, and shipping	41099_0431_PAS quote.pdf
TOTAL			3,912.00			

Misc. Equipment Items Questions (Preliminary Alcohol Screening Devices)

11. Item Details

- 11 a. Is this equipment general all-purpose gear? NOTE: person-specific Yes No and fitted items will not be funded.

- 11 b. Describe exactly what is being requested and how this equipment will help mitigate the recreational boating safety issues you identified in Question 7. If the requested quantity is more than one for any item, explain the need for multiple items. (max. 2000 characters)

We are requesting the purchase of 6 Preliminary Alcohol Screening (PAS) devices. Our current devices are 20+ years old and a few have stopped working. As mentioned in Question 7 we see a swell in our county population during the summer months. We encounter people who are uneducated, inexperienced, or who are ignorant of boating laws. We make numerous BUI arrests every summer. We make BUI arrests on our lakes and our rivers. By having these handheld PAS devices, we can improve our efficiency on the water. Right now, if a deputy makes a stop and does not have a working PAS, they have to call over someone who does. This takes that deputy off their waterway or away from their patrol. Our unit consists of 6 deputy sheriffs in the summer months. We are asking for 6 to be able to issue one to each deputy. By having 6 PAS devices in our unit, each of our deputies will have the ability to handle their own investigations and not take away a deputy from another waterway to assist. It will help make our waterways safer.

11 c. Describe any negative impacts to boating safety and/or boating enforcement if your agency does not receive its requested grant award.

Our agency has been using Preliminary Alcohol Screening Devices (PAS) as part of our unit issued gear. The PAS devices we currently use are over 20 years old. Some of them are no longer functioning. We would like to be able to issue a PAS device to all of our unit deputies. Right now, we rely on having to pull people away from their waterway to respond to a deputy who does not have a PAS. This takes a unit out of boat patrol service and depending on the location where they are needed, a substantial time off the water.

11 d. Classify this request

Classify this request by choosing one of the following options and present a strong justification for the request

- "Critical" (operations would cease without it)
- "Increased efficiency" (if it would save staff time, identify how much time)
- "Convenience" (it would make life a little easier)
- "Protection" of existing equipment (ex: shade tents, hoists to get the vessels out of the water, etc. to extend longevity)

Justify your classification of this request. (max. 300 characters)

This request is critical because it will allow each deputy to have the ability to screen for BUI without having to pull a unit off another waterway. If each deputy had their own PAS device we can better focus our time keeping waterways safe. Our PAS' are 20 + years old and need to be replaced.

Percentage of time on the water this equipment will be used for:

Activity	Percentage
Boating Safety Activities	100
Search and Rescue Activities	
Other Activities	
TOTAL	100.00

List any other activities this equipment will be used for: (max 300 characters)

n/a

- 11 e. If you are not awarded your full request, would your agency be able to supplement the difference? Yes No

If yes, what percentage can you supplement?

11 f. What other capabilities exist in your region for this equipment? Justify why it is not feasible to borrow this equipment from a neighboring agency.

These PAS devices are small and portable. The California Highway Patrol has them but if we were to borrow from them each time we needed it, it would take away their patrol time on the roadways. Also where our waterways are located, CHP has residential officers. They may not be available to assist. With BUI investigations, time is critical and having these devices with us saves time and preserves evidence.

11 g. How and why was this particular model selected? Explain if this is standard equipment or do you need something specialized for your waterbody to meet your agency's needs? List less expensive models considered and explain why they are not being requested. List other funding sources available to your agency that could be used to purchase or partially purchase this equipment.

This model was selected because it is a model that we currently use. This model does not require any specific modifications for our needs. There are numerous vendors and models of PAS devices on the market. It is cheaper

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

than some of the models we looked at and it has been used in numerous successful Boating Under the Influence cases. We have used this model for years and it is suited for our needs.

Misc. Equipment - Informational

11 h. What body(s) of water will this equipment be used on?

These PAS devices will be used on all of our waterways but primarily be used on Shaver Lake, Pine Flat Lake, and the Kings River

11 i. How many hours per month on average will this equipment be used for Boating Safety Enforcement?

May through September

- 0-25 hours per month 26-100 hours per month
 101-250 hours per month 251+ hour per month

October through April

- 0-25 hours per month 26-100 hours per month
 101-250 hours per month 251+ hour per month

11 j. Will this equipment be used for anything besides Recreational Boating Safety Enforcement (ie. Junior lifeguard, swimming rescues, enforcing commercial events or other activities, etc.)? Yes No

If YES, complete the table below

List Other Activity (NOT RECREATIONAL BOATING RELATED ACTIVITY)	Hours per month on average this equipment will be used for other activity

Percentage of time per year this piece of equipment will be used for the following activities.

**Estimate the total time this equipment may be used for boating safety activities in a calendar year based on historical data. DBW may verify this information using accident data. Failure to report time correctly in the following chart may result in disqualification of your grant application.*

Activity	Average hours per year this equipment will be used	Percentage of time
Boating Patrol	640.00	94.12
Search and Rescue Activities		
Accident Investigation	40.00	5.88
Recovery		
Other Activities (list below)		
TOTAL:	680.00	100.00

List any other activities this equipment will be used for: (max 300 characters)

11 k. Select the PRIMARY purpose this equipment will be used for:

- Search and rescue

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

- Enforcement of state and local measures
- Inspection of vessels
- Supervising organized water events

11 I. If Search and Rescue is the primary purpose, list the activity and the number of boating-related emergencies this equipment would have been used for last year doing that activity. Do not include NON-BOATING emergencies (i.e: those related to swimmers)

BOATING-RELATED ACTIVITY	NUMBER OF TIMES NEEDED LAST YEAR

12 Previous BSEE Grants

	FY 22/23	FY 21/22	FY 20/21
Did your agency apply for a BSEE grant ?	Yes	Yes	Yes
Were you awarded a BSEE grant? (leave blank if No)	Yes	Yes	Yes
Amount awarded: (List amount or leave blank if No or NA)	150,000	27,369	8,062
Amount spent: (List amount or leave blank if No or NA)	150,000	27,369	8,062
List the equipment purchased: (List leave blank if No or NA)	Remote Operated Vehicle and Towable Side Scan Sonar	Salvage equipment and Defibrillators	14ft. inflatable raft/salvage equipment

Boating Safety and Enforcement Income

13. Revenue and Expenditures

Boat Tax Revenue	40,524.00
Other Revenue:	
a) Other local revenue sources: (Example: launching facilities, campgrounds, parking, anything that goes toward marine patrol support)	0.00
b) Any State boating funding sources, including DBW subvention/financial aid:	452,764.00
TOTAL ANNUAL BOATING INCOME IN YOUR OPERATING BUDGET	493,288.00
TOTAL EXPENDITURES FOR BOATING SAFETY AND ENFORCEMENT	1,026,389.65

14. If you participated in the subvention/financial aid program, were all allocated funds expended in the previous closed year? Yes No NA

If NO, state percentage of remaining funds.

Budget Detail for Boating Safety and Enforcement Equipment Grant - FY 2024 / 25

Agency: Fresno County Sheriff's Office

Application: Boating Safety and Enforcement Equipment Grant - FY 2024 / 25

	Line Item	Qty	Rate	UOM	Total	Req Amount
1	Patrol Boat					
	Personal Watercrafts and Trailer Notes : Personal Watercrafts (2), Double PWC Trailer, lights, radio, and stickers	1.0000	55673.000		55,673.00	55,673.00
2	Equipment					
	Preliminary Alcohol Screening Devices Notes : 6 Preliminary Alcohol Screening Devices	6.0000	652.000		3,912.00	3,912.00
3	Adjustment					
TOTAL EXPENDITURES					59,585.00	59,585.00

Budget Summary for Boating Safety and Enforcement Equipment Grant - FY 2024 / 25

Agency: Fresno County Sheriff's Office

Application: Boating Safety and Enforcement Equipment Grant - FY 2024 / 25

	Category	Total	Req Amount	Narrative
1	Patrol Boat	55,673.00	55,673.00	
2	Equipment	3,912.00	3,912.00	
3	Adjustment	0.00	0.00	
TOTAL EXPENDITURES		59,585.00	59,585.00	

Applicant Certification

a. Under penalty of perjury, I certify that I have examined this application and the document(s), proposal(s), and statement(s) submitted in conjunction herewith, and that to the best of my information and belief, the information contained herein is true, accurate, correct, and complete.

b. I certify that I am the person authorized to submit this application on behalf of the applicant.

Name: Christopher Tullus

Title: Sergeant

Date Signed: 04/30/202

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For accounting use only:

Org: 31113210

Fund: 0001

Subclass: 10000

Account: 4375