

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 2020 / 21  
**GRANT NUMBER:** C20L0613  
**GRANT AMOUNT:** 8,062.00





**GRANT AGREEMENT TERM:** Date Fully Executed\* through fifteen (15) years.

**GRANT PERFORMANCE PERIOD:** Date Fully Executed\* through one (1) year.

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.

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), are attached and made a part of and incorporated into the Grant Agreement.

This grant award is funded by the Sport Fish Restoration and Boating Trust Fund, administered by California Department of Parks and Recreation, Division of Boating and Waterways. The Federal FY 20 award, 3320FAS200106 to California; \$5,826,180.

<p>Grantee: Fresno County Sheriff's Office</p> <p>Address: PO Box 1788, 2200 Fresno St Fresno, CA 93717 1788</p> <p>Name of Authorized Representative: Ernest Buddy Mendes</p> <p>Title of Authorized Representative: Chairman</p> <p> Authorized Signature:</p> <p>Date: 11/3/2020</p> <p>Name of Project Representative:</p> <p>Phone:</p> <p>Email:</p>	<p>Agency: Department of Parks and Recreation Division of Boating and Waterways</p> <p>ATTN: Johanna Naughton</p> <p>Address: One Capitol Mall, Suite 500 Sacramento, CA 95814</p> <p>Authorized Signature: </p> <p>Printed Name: <u>Keron Dill</u></p> <p>Title: <u>Staff Services Manager II</u></p> <p> Date: <u>Acting Deputy Director</u></p> <p>ATTEST:</p> <p>BERNICE E. SEIDEL Clerk of the Board of Supervisors County of Fresno, State of California</p> <p>By  Deputy</p>
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**CERTIFICATE OF FUNDING  
(FOR STATE USE ONLY)**


**GRANTEE:** Fresno County Sheriff's Office

**THE TERM OF THIS AGREEMENT IS:** Date Fully Executed\* through fifteen (15) years.

**GRANT TITLE:** LAW ENFORCEMENT EQUIPMENT GRANT PROGRAM

**GRANT NUMBER:** C20L0613

**PURCHASE ORDER NUMBER:** 0000023466

CONTRACT NO C20L0613	AMENDMENT NO	SUPPLIER ID 0000002932		PROJECT NO 379065600200
AMOUNT ENCUMBERED BY THIS DOCUMENT \$8,062.00	FUND DESCRIPTION Federal Trust Fund #0890		AGENCY BILLING CODE NO 053706	
REPORTING STRUCTURE 37900706	ITEM 3790-101-0890	CHAPTER 6	STATUTE 20	FISCAL YEAR 2020/21
BUSINESS UNIT 3790			ACTIVITY CODE 68457	ACCOUNT 5432000
T.B.A. NO	I hereby certify upon my own personal knowledge that the budgeted funds are available for this encumbrance.			
B.R.NO	ACCOUNTING OFFICER'S SIGNATURE  Demetri Williams		DATE 11/24/2020	

**BOATING SAFETY  
AND  
ENFORCEMENT ENFORCEMENT  
GRANT AGREEMENT**

**Fresno County Sheriff's Office  
C20L0613**



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

## INDEX

<u>DESCRIPTION</u>	<u>PAGE</u>
<b>EXHIBIT A      GRANT TERMS AND CONDITIONS</b>	
1. DEFINITIONS .....	5
2. GENERAL .....	5
3. PAYMENT PROVISIONS AND DISBURSEMENT OF GRANT .....	6
4.EQUIPMENT/PATROL BOAT OWNERSHIP .....	7
5. OPERATION AND MAINTENANCE OF EQUIPMENT/PATROL BOAT .....	7
6. TERMINATION OF GRANT AGREEMENT .....	8
7. REVERSION OF EQUIPMENT/PATROL BOAT TO DEPARTMENT .....	8
8. LIABILITY .....	9
9. WAIVER OF RIGHTS .....	9
10. REMEDIES NOT EXCLUSIVE .....	9
11. OPINIONS AND DETERMINATIONS .....	9
12. PROCUREMENT PROCEDURES .....	9
13. DISPOSITION OF EQUIPMENT/PATROL BOAT .....	10
14. DISPOSITION OF PROCEEDS FROM SALE OF EQUIPMENT INSTALLED AND PARTIALLY FUNDED EQUIPMENT .....	10
15. FEDERAL TERMS, CONDITIONS AND REGULATIONS .....	10
16. COMPLIANCE WITH LAW, REGULATION AND POLICY .....	11
<b>EXHIBIT B      GENERAL TERMS AND CONDITIONS .....</b>	15
<b>EXHIBIT C      CONTRACTOR CERTIFICATION CLAUSES .....</b>	19
<b>EXHIBIT D      DOING BUSINESS WITH THE STATE OF CALIFORNIA .....</b>	21
<b>EXHIBIT E      DARFUR CONTRACTING ACT .....</b>	23
<b>EXHIBIT F      RECYCLED CONTENT CERTIFICATION .....</b>	25
<b>EXHIBIT G      SCOPE OF WORK/BUDGET (APPLICATION) .....</b>	26

**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'S accounting officer.
- C. **"EQUIPMENT"**: Boating-specific equipment or other support equipment used to implement or conduct boating safety and boating law enforcement activities. EQUIPMENT may also include PATROL BOAT.
- 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. **"GRANTEE"**: The person or entity identified as the Grantee on the face page of the Agreement.
- G. **"GRANTEE FUNDS"**: Any funds provided by the GRANTEE for the purchase or operation and maintenance of the EQUIPMENT/PATROL BOAT.
- H. **"PATROL BOAT"**: A DEPARTMENT approved, heavy aluminum or fiberglass, equipped boat [with or without trailer and/or outboard motor] purchased for use in boating safety and law enforcement activities.
- I. **"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, nor any indirect or overhead costs claimed by the GRANTEE.

**2. GENERAL**

- A. This GRANT AGREEMENT 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. The term of this GRANT AGREEMENT shall begin on the EFFECTIVE DATE of the GRANT AGREEMENT and shall continue for FIFTEEN [15] YEARS from such date unless terminated in accordance with the terms and conditions of this GRANT AGREEMENT.
- C. No amendment or variation of the terms of this GRANT AGREEMENT shall be valid unless made in writing and signed by an authorized representative of the DEPARTMENT and the GRANTEE. Oral understandings are not binding on any of the parties.
- D. EQUIPMENT/PATROL BOAT purchase shall be completed no later than August 31, 2021.
- E. 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.

- F. This GRANT AGREEMENT is not fully executed until signed by the last required signature which is the DEPARTMENT'S Accounting Officer. Grantee may not go out to bid until GRANT AGREEMENT is fully executed and equipment specifications and cost estimates have been approved in writing by the DEPARTMENT.
- G. 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.**
- H. GRANTEE shall continue with the responsibilities of this GRANT AGREEMENT during any dispute.
- I. GRANTEE acknowledges that failure to perform the duties and responsibilities under this grant may negatively impact the DEPARTMENT'S consideration of future grant applications for up to three (3) years.
- J. **Subvention agencies:** GRANTEES participating in the DEPARTMENT'S Subvention Financial Aid Program certifies that failure to fully spend subvention funding in the prior fiscal year will cause a negative impact in the DEPARTMENT'S consideration of future grant applications for up to three (3) years.
- K. **Annual Reports:** Grantee shall submit an Annual Report beginning August 31st, 2021 and each and every year by August 31 for the term of this agreement (15 years). 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.
- L. 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.
- M. GRANTEE shall submit accident reports to DBW within 30 days of responding to a boating accident in waterbodies within GRANTEE'S area of responsibility.
- N. 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 in reimbursement
  - GRANT AGREEMENT number
  - Statement of acceptance of the vessel or equipment as 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)
  - Entity's congressional district and DUNS
  - 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 September 30, 2021 by mailing one (1) complete reimbursement request package to:

DBW  
Attn: BSEE Grant Manager  
1 Capitol Mall #500  
Sacramento, CA 95814

Or by emailing (1) complete reimbursement request 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 EQUIPMENT/PATROL BOAT for fifteen (15) years from EFFECTIVE DATE of this GRANT AGREEMENT; 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, agrees to replace the EQUIPMENT/PATROL BOAT if it is destroyed or rendered useless prior to the expiration of this GRANT AGREEMENT.

- 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.

**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 the fully functioning EQUIPMENT/PATROL BOAT to the DEPARTMENT for reassignment and shall execute any document 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.

**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 term of the grant agreement, GRANTEE may continue to use EQUIPMENT/PATROL BOAT if needed. If EQUIPMENT/PATROL BOAT is no longer needed, an assessment must be done to establish the per-unit fair-market value. If the per-unit fair-market value is \$5,000 or less, EQUIPMENT/PATROL BOAT may be retained, sold, or otherwise disposed of by the GRANTEE with no further obligation to the DEPARTMENT. If the per-unit fair-market value exceeds \$5,000, GRANTEE must deliver equipment to the California Department of General Services (DGS) for sale at auction. Prior to delivering equipment to DGS, GRANTEE must receive approval from the DEPARTMENT to request that DGS complete an OFA6. Once DGS has completed the OFA6, GRANTEE will submit the OFA6 to the DEPARTMENT with an official letter requesting to surrender the vessel. The DEPARTMENT will provide the GRANTEE with an OFAM27 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](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. *Federally assisted construction Grants.*** Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification

thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

**Government contracts.** Except as otherwise provided, each granting agency shall include the following Equal Opportunity clause contained in section 202 of the order in each of its Government grants (and modifications thereof if not included in the original grant):

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.)

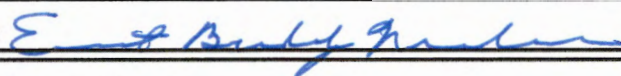
**20. LOSS LEADER:**

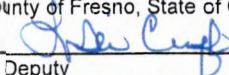
If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions 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 Ernest Buddy Mendes, Chairman	
Date Executed 11/3/2020	Executed in the County of Fresno

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

**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

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](http://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**

### **Bid/Proposal Attachment regarding the Darfur Contracting Act of 2008**

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).

A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b). (See # 2 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

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

**Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3): YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH #1 OR #2 INITIALED OR PARAGRAPH #3 INITIALED AND CERTIFIED.**

1. EBM We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

**OR**


2. \_\_\_\_\_ 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 (DGS) 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.

**OR**

3. \_\_\_\_\_ We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

#### **CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

Grantee Agency Name (Printed)		Federal ID Number
Fresno County Sheriff's Office		
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	
	Fresno	

**YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH #1 OR #2 INITIALED OR PARAGRAPH #3 INITIALED AND CERTIFIED**



**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**

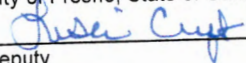
I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that  
I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Name and Title of Person Signing Ernest Buddy Mendes, Chairman	Date Executed 11/3/2020
Authorized Signature 	Executed in the County of Fresno
Title Chairman	Telephone Number 559-600-4500
Legal Business Name Fresno County Sheriff's Office	Federal ID Number 

The Contractor hereby certifies under penalty of perjury, that {min\_recycle\_pct} 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   
Deputy

**General****1 Applicant Information**

- a. Applicant Name Fresno County Sheriff's Office  
b. Organizational Unit 08  
c. Address PO Box 1788  
d. Address 2 2200 Fresno St  
e. City Fresno State CA Zip 93717-1788  
f. Federal ID Number Reference No. 0000002932  
g. Agency Type  
☐ City ☒ County  
☐ State Agency ☐ District

**2 Project Information**

- a. Project Name Inflatable Raft / Salvage Equipment  
b. Is implementing agency same as Applicant ☒ Yes ☐ No  
c. Implementing Agency Name  
d. Project Start Date Oct-01-2020 End Date Sep-01-2021  
e. Amount of Funds Requested \$8,062.00 Project Cost \$8,062.00

**3 Contacts**

a. Project Administrator

Name	Scott Weishaar				
Title	Sergeant				
Mailing Address	2200 Fresno St.				
City	Fresno	State	CA	Zip	93721
Telephone	(559) 908-7800			Fax	
E-mail Address	scott.weishaar@fresnosheriff.org				

**1. Minimum Qualifications**

Attach a Letter of Intent as required by Title 14. A template letter is in the 'Show Documents' area.

[25582\\_0\\_614\\_Signed Letter.pdf](#)

As a subcontractor 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)

[25584\\_0\\_65\\_SAM Registration expires 2-26-2021.pdf](#)

- 1 a. Do you have an active Boating Safety / Boating Law Enforcement Patrol? ☒ Yes ☐ No

- 1 b. What training and/or authorization does your agency have to perform boating safety and boating law enforcement in your jurisdiction? 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 agencies boating deputies are trained by the Department of Boating and Waterways appointed staff on laws and regulations of boating within the State.

- 1 c. Do you certify that you know you are required to submit all boating accidents as required in Section 656 of Harbors and Navigation Code for the 15-year grant term if awarded this grant? An agency's failure to submit a report may result in ineligibility of future grant funds for up to 5 fiscal years. ☒ Yes ☐ No

**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](http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html)) in your browser to determine the State Senate district(s).

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|---|--|--|---|--|
| <input type="checkbox"/> State Senate 01            | <input type="checkbox"/> State Senate 02 | <input type="checkbox"/> State Senate 03 | <input type="checkbox"/> State Senate 04            | <input type="checkbox"/> State Senate 05 |
| <input type="checkbox"/> State Senate 06            | <input type="checkbox"/> State Senate 07 | <input type="checkbox"/> State Senate 08 | <input type="checkbox"/> State Senate 09            | <input type="checkbox"/> State Senate 10 |
| <input type="checkbox"/> State Senate 11            | <input type="checkbox"/> State Senate 12 | <input type="checkbox"/> State Senate 13 | <input checked="" type="checkbox"/> State Senate 14 | <input type="checkbox"/> State Senate 15 |
| <input checked="" type="checkbox"/> State Senate 16 | <input type="checkbox"/> State Senate 17 | <input type="checkbox"/> State Senate 18 | <input type="checkbox"/> State Senate 19            | <input type="checkbox"/> State Senate 20 |
| <input type="checkbox"/> State Senate 21            | <input type="checkbox"/> State Senate 22 | <input type="checkbox"/> State Senate 23 | <input type="checkbox"/> State Senate 24            | <input type="checkbox"/> State Senate 25 |
| <input type="checkbox"/> State Senate 26            | <input type="checkbox"/> State Senate 27 | <input type="checkbox"/> State Senate 28 | <input type="checkbox"/> State Senate 29            | <input type="checkbox"/> State Senate 30 |
| <input type="checkbox"/> State Senate 31            | <input type="checkbox"/> State Senate 32 | <input type="checkbox"/> State Senate 33 | <input type="checkbox"/> State Senate 34            | <input type="checkbox"/> State Senate 35 |
| <input type="checkbox"/> State Senate 36            | <input type="checkbox"/> State Senate 37 | <input type="checkbox"/> State Senate 38 | <input type="checkbox"/> State Senate 39            | <input type="checkbox"/> 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](http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html)) in your browser to determine the State Assembly district(s).

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|--|--|---|--|
| <input type="checkbox"/> State Assembly 01 | <input type="checkbox"/> State Assembly 02 | <input type="checkbox"/> State Assembly 03            | <input type="checkbox"/> State Assembly 04 |
| <input type="checkbox"/> State Assembly 05 | <input type="checkbox"/> State Assembly 06 | <input type="checkbox"/> State Assembly 07            | <input type="checkbox"/> State Assembly 08 |
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| <input type="checkbox"/> State Assembly 41 | <input type="checkbox"/> State Assembly 42 | <input type="checkbox"/> State Assembly 43            | <input type="checkbox"/> State Assembly 44 |
| <input type="checkbox"/> State Assembly 45 | <input type="checkbox"/> State Assembly 46 | <input type="checkbox"/> State Assembly 47            | <input type="checkbox"/> State Assembly 48 |
| <input type="checkbox"/> State Assembly 49 | <input type="checkbox"/> State Assembly 50 | <input type="checkbox"/> State Assembly 51            | <input type="checkbox"/> State Assembly 52 |
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| <input type="checkbox"/> State Assembly 61 | <input type="checkbox"/> State Assembly 62 | <input type="checkbox"/> State Assembly 63            | <input type="checkbox"/> State Assembly 64 |
| <input type="checkbox"/> State Assembly 65 | <input type="checkbox"/> State Assembly 66 | <input type="checkbox"/> State Assembly 67            | <input type="checkbox"/> State Assembly 68 |
| <input type="checkbox"/> State Assembly 69 | <input type="checkbox"/> State Assembly 70 | <input type="checkbox"/> State Assembly 71            | <input type="checkbox"/> State Assembly 72 |
| <input type="checkbox"/> State Assembly 73 | <input type="checkbox"/> State Assembly 74 | <input type="checkbox"/> State Assembly 75            | <input type="checkbox"/> State Assembly 76 |
| <input type="checkbox"/> State Assembly 77 | <input type="checkbox"/> State Assembly 78 | <input type="checkbox"/> State Assembly 79            | <input type="checkbox"/> 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).

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|--|---|---|
| <input type="checkbox"/> Congressional District 1            | <input type="checkbox"/> Congressional District 2 | <input type="checkbox"/> Congressional District 3 |
| <input checked="" type="checkbox"/> Congressional District 4 | <input type="checkbox"/> Congressional District 5 | <input type="checkbox"/> Congressional District 6 |

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**Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION**

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|---|--|---|
| <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            |
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| <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? 3

2 b. Number of Part-Time Boating Safety and/or Boating Law Enforcement Officers do you have? 10

How many hours per year do they work? 10,140

Is this work seasonal or continuous? Continuous

3. Does your boating safety and enforcement unit have citation authority? ☒ Yes ☐ No

If YES, Code # PC 836(a)

How many boating related citations did you have last year (2019)? 62

4. Does your boating safety and enforcement unit have arrest authority? ☒ Yes ☐ No

If YES, Code # PC 836(a)

How many boating related arrests did you have last year (2019)? 8

5. How many outreach events did your agency participate in to promote boating safety education in 2019? Please list these events.

46

Raisin City Elementary School Kids Day, Laton Parade, Kerman High School Protective Service Day, Riverdale Assembly of God First Responder Appreciation Day, Clovis Rodeo Parade, Nelson Elementary School Carnival, Riverdale Parade, FSO Citizens Academy (x2), Pelco Kids Day, Wawona Middle School Carnival, Burrel Union School Carnival, Clovis First Assembly of God Touch a Truck, Bright Beginnings First Responder Day, Caruthers Elementary School Carnival, Kingsburg Parade, Fresno Grizzlies Outdoor Adventure Night, Fresno Grizzlies Touch a Truck, Valley Childrens May Day, Wonder Valley Ranch Camp Presentation, Island Park Campground Presentation (x2), Caltrans Kids Day, Kerman Parade, CSUF Stomp it Out, Sanger Street Fair, Sal Mosqueda Kids Day, Houghton Kearney School Carnival, Reagan Elementary School Carnival, Woodward Park Walk Like MADD, Caruthers Parade, Fowler Parade, Centerville School Carnival, Washington Elementary Public Safety Day, Del Rey Elementary Carnival, Powers Ginsburg School Hero Day, India

**Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION**

**6. Jurisdiction Table**

**List All Waterbodies That Are In Your Jurisdiction and Fill in the Chart for Each**

<b>Waterbody</b>	<b>Size (area)</b>	<b>Boating activities (fishing, watersports, paddlecraft, etc.)</b>	<b>How many hours/year is this waterbody patrolled by your agency. If seasonal, list active months</b>	<b>Do you share jurisdiction on this waterbody</b>	<b>If shared jurisdiction, list other agency(s)</b>
Kings River	31 miles	Fishing, boating, rafting, paddle sports, swimming,	2720 May - Sept	Yes	Kings County Sheriff
Pine Flat Lake	9.3 sq. mi.	Fishing, boating, paddle sports, swimming, sailing	2720	No	
Shaver Lake	3.4 sq. mi.	Fishing, boating, paddle sports, swimming, water sport events, sailing	2720 May - Sept	No	
Huntington Lake	2.2 sq. mi.	Fishing, boating, sailing, paddle sports, swimming, organized regattas	240 May - Sept	No	
Wishon Reservoir	1.5 sq. mi.	Fishing, boating, paddle sports	40 May - Sept.	No	
Courtwright Reservoir	2.7 sq. mi.	Fishing, boating, paddle sports	40 May - Sept.	No	
San Joaquin River	73 miles	Fishing, boating, rafting, paddle sports, swimming,	120 May - Sept.	Yes	Madera Sheriff
Redinger Lake	0.7 sq. mi.	Fishing, boating, paddle sports, swimming	40 May - Sept.	Yes	Madera Sheriff
Kerckhoff Reservoir	0.3 sq. mi.	Fishing, boating, paddle sports, swimming	40 May - Sept.	Yes	Madera Sheriff
Edison Lake	2.9 sq. mi	Fishing, boating, paddle sports	40 May - Sept.	No	
Florence Lake	0.5 sq. mi	Fishing, boating, paddle sports	20 May - Sept.	No	



**Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION**

Avocado Lake	0.1 sq. mi.	Fishing, boating, paddle sports, swimming	20 May - Sept.	No	
Mendota Slough	2.14 sq. mi	Fishing, boating, paddle sports, swimming, waterfowl hunting	20 May - Sept.	No	

**7. Clearly identify the top three safety issues related to your request in your jurisdiction.**

Swiftwater Rescues- The Kings and San Joaquin Rivers in Fresno County are popular destinations for rafters, kayakers, swimmers, and boaters. On busy weekends it is common for up to 2000 people per day to float on inner tubes, rafts, and kayak down a 15 mile stretch of the Kings River. In the past three years the Sheriff's Office Boating Unit conducted 1,442 water rescues on this stretch of river. Typically these rescues are caused by the current pushing heavily intoxicated people into trees and bushes along the river bank. The force of the current traps these people against the object requiring their immediate assistance from law enforcement and rescue services.

Underwater searches in moving water- The Sheriff's Office Boating Unit and Dive Team conduct all underwater searches and recoveries in Fresno County. These searches can be for drowning victims, victims of fatal vessel accidents, and evidence searches related to vessel accidents. Frequently these searches are conducted in moving water. Diving in moving water is inherently dangerous, this danger can be mitigated with the use of specialized equipment.

Safe recovery of sunken vessels- The Sheriff's Office Boating Unit investigates all vessel accidents within Fresno County. When the accident results in the vessel sinking, the Sheriff's Office currently does not have the industry standard equipment to safely recover the vessel while preserving evidence.

**8. Inventory**

List all patrol boats, PWCs and inflatables in your current inventory (County and State owned)

<b>Year</b>	<b>Make</b>	<b>CF Number</b>	<b>How many hours/year is this used?</b>	<b>What waterbodies is it used on?</b>	<b>Is this boat currently being surplus ed?</b>	<b>Is this a boat that was funded by a DBW Grant?</b>	<b>Vessel Status?</b>
1,995	Design Concepts	CF 3367 XC	120	Shaver Lake, Pine Flat Lake, Huntington Lake, Courtright Reservoir, Wishon Reservoir	Yes	Yes	Operational
1,998	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, Kirckhoff Reservoir, Florence Lake, Edison Lake	No	Yes	Operational
2,000	Woolridge	CF 4157 XC	840	Kings River, San Joaquin River, Mendota Slough, Shaver Lake, Pine Flat Lake, Courtright Reservoir, Wishon Reservoir, Avocado Lake, Redinger Lake, Kirckhoff Reservoir, Florence Lake, Edison Lake	No	Yes	Operational
2,001	Jet Craft	CF 4160 XC	840	Shaver Lake, Pine Flat Lake, Huntington Lake, Courtright Reservoir, Wishon Reservoir	Yes	Yes	Operational
2,001	Chinook	CF 4265 XC	40	Shaver Lake, Pine Flat Lake, Huntington Lake, Courtright Reservoir, Wishon Reservoir	No	Yes	Operational
2,004	Design Concepts	CF 4655 XC	840	Shaver Lake, Pine Flat Lake, Huntington Lake, Courtright Reservoir, Wishon Reservoir	No	Yes	Operational
2,006	Yamaha	CF 4854 XC	120	Kings River, San Joaquin River, Mendota Slough, Shaver Lake, Pine Flat Lake, Courtright Reservoir, Wishon Reservoir, Avocado Lake, Redinger Lake, Kirckhoff Reservoir, Florence Lake, Edison	No	Yes	Operational

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

				Lake			
2,006	Yamaha	CF 6651 XC	120	Kings River, San Joaquin River, Mendota Slough, Shaver Lake, Pine Flat Lake, Courtright Reservoir, Wishon Reservoir, Avocado Lake, Redinger Lake, Kirckhoff Reservoir, Florence Lake, Edison Lake	No	Yes	Operational
2,008	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, Kirckhoff Reservoir, Florence Lake, Edison Lake	No	Yes	Operational
2,016	Rogue Jet	CF 5717 XC	840	Shaver Lake, Pine Flat Lake, Huntington Lake, Courtright Reservoir, Wishon Reservoir	No	Yes	Operational
2,017	Rogue Jet	CF 5770 XC	840	Shaver Lake, Pine Flat Lake, Huntington Lake, Courtright Reservoir, Wishon Reservoir	No	Yes	Operational

9. Project Type

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

☐ New Patrol Boat/PWC

☒ Equipment / Repairs

*\* 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.*

**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 group "like" items.

Item	Cost	Quantity	Total	Priority	Comments
14' Inflatable Raft	8,062.00	1.00	8,062.00	1	
Salvage / Recovery Equipment Kit	6,515.00	1.00	6,515.00	2	
<b>TOTAL</b>			14,577		

**Misc. Equipment Items Questions (14' Inflatable Raft)****11. Item Details**

- 11 a. Is this equipment general all-purpose gear? NOTE: person-specific  Yes  No  
items will not be funded.
- 11 b. Describe exactly what you are requesting and how this equipment will help mitigate the boating safety issues you identified in Question 7.

The Fresno County Sheriff's Office is requesting a 14' SL Sotar inflatable, self bailing, boat with 21' diameter tubes and two removable thwarts. This equipment will greatly enhance the Sheriff's Office's ability to safely perform swiftwater rescues and underwater searches.

Currently the Sheriff's Office uses jet propelled aluminum patrol boats to conduct many of the swiftwater rescues on the Kings and San Joaquin Rivers. These boats frequently perform well but there are many situations where they are not an option. Depth of water, lack of launch areas, speed of current, and many other factors limit the abilities of the aluminum patrol boat. The requested inflatable boat is propelled by rescuers using paddles. It is similar to what whitewater rafting companies use in extreme currents. This boat is light enough to carry so rescuers can carry it to the water in almost any area. It is extremely stable so can be maneuvered to the victim in almost any current. There are many swiftwater techniques to accessing victims with this craft that are extremely safe and efficient. It is much safer than the alternative of sending a rescuer in the water to swim to the victim or attempting to use a helicopter for extraction.

Another use for the requested inflatable boat is for underwater search and recoveries. The Fresno Sheriff's Office recently received training in how to use an inflatable boat as a dive platform. Essentially the boat is stabilized in moving water with ropes. Personnel on the boat hold onto a communication line attached to the diver. Using a variety of techniques, the diver can then safely be maneuvered in the moving water by the people on the boat. It is very controlled and exponentially safer for the diver compared to the diver drifting under water at the mercy of the current.

**11 c. Describe any negative impacts to boating safety and/or boating enforcement if you do not get this grant.**

In swiftwater rescue, one of the most desired and safest techniques for performing rescues is from a boat. It is the safest option for both the rescuer and victim. The last and most dangerous technique is sending a rescuer into the water. You are essentially intentionally putting a rescuer into an environment that has already claimed one victim. Once the rescuer reaches the victim they then transport the victim, while still in the moving water, downriver to a safe location to get to shore. When performing swiftwater rescues in an area where the aluminum patrol vessel is not an option, the Sheriff's Office will continue to use techniques that are considered more dangerous for both the rescuer and victim.

It is very dangerous to search under water for drowning victims in moving water. The scuba diver is drifting with the current and has little control to maneuver while under water. This creates the possibility of the diver getting entangled in an underwater obstruction or getting disoriented. Conducting slow, methodical, controlled searches are not possible while drifting underwater with the current.

The Sheriff's Office uses communication lines to maintain voice contact with divers. In

moving water these lines are not practical from shore because the current will quickly move the diver beyond the length of the communication line. Having personnel on the inflatable boat in the current, holding onto the communication line attached to the diver will maintain communication with them, control them in the water, and allow for a slow methodical search.

Without an inflatable boat, the Sheriff's Office will continue using underwater searching techniques in moving water that are more dangerous to the diver and may cause a victim or evidence to be missed during a search.

**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) [Underwater searches - 25% to 50% / Certain swiftwater scenarios - 50%]
- ☐ "Convenience" (it would make life a little easier)
- ☐ "Protection" of existing equipment (ex: shade structure, hoists to get the vessels out of the water, etc. to extend longevity)

Justification: Underwater searches will be resolved much quicker having the ability to perform methodical searches in moving water. Victims will be accessed much quicker and safer with the use of the inflatable boat when patrol boat access is impossible and other options are more dangerous and time consuming.

- 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.**

Swiftwater rescues are very time sensitive. The Tulare County Sheriff's Office has an inflatable boat that would fit our needs but during the summer it is frequently being used on the Kern River, 3 hours away. If we needed this boat for a swiftwater rescue, it would not be practical to wait three hours for it to arrive. Cal Fire and Fresno Fire both have inflatable boats. They are much larger than what we are requesting and are outfitted with an outboard motor. Requesting an inflatable boat from one of these two fire agencies would not benefit in areas where water depth and the ability to carry the boat to the water is necessary.

**11 g. How and why did you select this particular model? 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.**

For underwater searches, this boat is just large enough to allow room for a diver, safety diver, line tender, and a person to work communications. Additionally we need to store 200 feet of communication line aboard the boat for both divers. A smaller inflatable boat would not allow enough room for these people and equipment.

For swiftwater rescue, this is a standard platform that is used by other public agencies and commercial rafting companies throughout the U.S. It is large enough for 4 rescuers to paddle and still room for victims.

We are requesting a design with pockets built into the interior sides of the raft to keep sensitive equipment dry. We have only been able to locate two manufacturing companies that have optional pockets on inflatable boats of this style. All swift water inflatable boats of this size and style are similar in price. We have reduced the cost of this boat by eliminating any unnecessary features and asking for the smallest one to fit our needs.

#### Misc. Equipment - Informational

- 11 h. What body(s) of water will this equipment be used on? Kings River, San Joaquin River, Mendota Slough, misc. canals and aqueducts
- 11 i. How many hours per year will this equipment be used by your BS&E Unit for Boating Safety Enforcement? 120
- 11 j. Will this equipment be used for anything besides Recreational Boating Safety Enforcement (ie. Junior lifeguard, swimming rescues, enforcing commercial activities, etc.)? ☒ Yes ☐ No
- If so, list activities and percentage of time vs. Recreational Boating Safety Enforcement Will be used for non boating related water rescues and drownings. 20%
- 11 k. Select the PRIMARY purpose this equipment will be used for:
- ☒ Search and rescue
  - ☐ Enforcement of state and local measures
  - ☐ Inspection of vessels
  - ☐ Recovering drowned bodies
  - ☐ Supervising organized water events
- 11 l. If this is search and rescue equipment (i.e. dive gear), how many boating-related emergencies did you respond to last year that required this type of equipment? Do not include non-boating emergencies (i.e. swimmers). 6

#### Misc. Equipment Items Questions (Salvage / Recovery Equipment Kit)

##### 11. Item Details

- 11 a. Is this equipment general all-purpose gear? NOTE: person-specific items will not be funded. ☒ Yes ☐ No
- 11 b. Describe exactly what you are requesting and how this equipment will help mitigate the boating safety issues you identified in Question 7.



Unfortunately almost every year the Fresno County Sheriff's Office investigates at least one fatal vessel accident. Frequently during these accidents the vessel and other large pieces of evidence sink. A critical part of the investigation is recovering the vessel in the same condition it was in as it was sinking. The preservation of this evidence is crucial to conduct a thorough, accurate investigation.

Our current practice is to contract with a local tow company or marina to raise a sunken vessel. The marina's technique for raising a vessel is to use a winch to bring it near the surface, then tow the vessel partially submerged to the dock. This inability to completely raise the vessel and dragging it under water causes critical evidence to be lost or destroyed.

The tow company has the equipment we are requesting but they charge \$600 per hour for vessel recoveries. Relying on the tow company with the proper equipment has caused several issues for us in the past. In addition to the high cost, they have little regard for evidence preservation. On a recent recovery they performed they ended up crushing the vessel like an aluminum can, dragging it through trees, and destroying valuable evidence.

We are requesting to purchase a Dive Rescue International salvage / recovery kit. This kit includes lift bags and all the associated hardware to safely and properly recover a sunken vessel. The Sheriff's Office has recently been trained in the use of this equipment and have the ability to use it to its full potential.

This equipment will improve the quality of accident investigations, aid in accurately prosecuting those responsible for accidents, and have an on-going cost savings for the Sheriff's Office.

**11 c. Describe any negative impacts to boating safety and/or boating enforcement if you do not get this grant.**

Without this salvage equipment the Fresno Sheriff's Office will continue to use third party services to recover sunken vessels involved in boating accidents. This has, and will continue to compromise accident investigations by further damaging involved vessels during recovery operations. This can impact boating safety by inhibiting investigators ability to conclude who is at fault for an accident and, if warranted, properly prosecuting them for a crime.

**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 structure, hoists to get the vessels out of the water, etc. to extend longevity)

Justification: Just below critical - We currently have no way to recover sunken vessels other than contracting with third parties whom do not have interest in evidence preservation and

court prosecution. This equipment will greatly improve the investigation and prosecution of crimes related to boating accidents.

- 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.**

We are only aware of one other agency in our region that has the ability to recover sunken vessels. Performing these recoveries in a safe manner requires ongoing training and familiarity with the equipment. Using equipment that we are unable to continually train with and know that it is in serviceable condition increases the chances of injury or death to the divers.

**11 g. How and why did you select this particular model? 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.**

We chose this particular recovery package because it includes all the equipment we would need to conduct an operation safely and properly. This is the same equipment that we were recently trained to use and were pleased with its quality and performance. These lift bags are the industry standard for recovering vessels. They are used by other public safety agencies and private contractors throughout the United States.

We are not aware of any less expensive versions. We have looked into purchasing all the needed hardware and lift bags separately to reduce cost but purchasing everything as a package is the most cost effective way to obtain this equipment.

**Misc. Equipment - Informational**

- 11 h. What body(s) of water will this equipment be used on? Kings River, San Joaquin River, Pine Flat Lake, Shaver Lake, Huntington Lake, Wishon Reservoir, Redinger Lake, Kerckhoff Reservoir, Edison Lake, Courtwright Reservoir, Florence Lake, Mendota Slough
- 11 i. How many hours per year will this equipment be used by your BS&E Unit for Boating Safety Enforcement? 40
- 11 j. Will this equipment be used for anything besides Recreational Boating Safety Enforcement (ie. Junior lifeguard, swimming rescues, enforcing commercial activities, etc.)? ☐ Yes ☒ No
- If so, list activities and percentage of time vs. Recreational Boating Safety Enforcement
- 11 k. Select the PRIMARY purpose this equipment will be used for:
- ☒ Search and rescue
  - ☐ Enforcement of state and local measures
  - ☐ Inspection of vessels

- ☐ Recovering drowned bodies
- ☐ Supervising organized water events

11 I. If this is search and rescue equipment (i.e. dive gear), how many boating-related emergencies did you respond to last year that required this type of equipment? Do not include non-boating emergencies (i.e. swimmers). 3

12 Previous BSEE Grants

	FY 19/20	FY 18/19	FY 17/18
Did your agency apply for a BSEE grant ?	Yes	Yes	Yes
Were you awarded a BSEE grant? (leave blank if No)	Yes	No	Yes
Amount awarded: (List amount or leave blank if No or NA)	120,699		50,000
Amount reimbursed: (List amount or leave blank if No or NA)	120,699		50,000
List the Equipment Purchased: (List leave blank if No or NA)	(1) Patrol boat (8) Swiftwater dry suits (3) Repaint and re-decal patrol boats		(2) Simrad Navigation Equipment Packages (Radar, Sonar, Chart Plotter, GPS) (3) FLIR Cameras

Boating Safety and Enforcement Income

13. Revenue and Expenditures

Boat Tax Revenue	43,016.00
<b>Other Revenue:</b>	
a) Other local revenue sources: (Example: launching facilities, campgrounds, parking, anything that goes toward marine patrol support)	65,173.16
b) Any State boating funding sources, including DBW subvention:	573,463.00
<b>TOTAL ANNUAL BOATING INCOME IN YOUR OPERATING BUDGET</b>	681,652.16
<b>TOTAL EXPENDITURES FOR BOATING SAFETY AND ENFORCEMENT</b>	1,010,391.99

14. If you participated in the subvention 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 2020 / 21  
Agency: Fresno County Sheriff's Office  
Application: Inflatable Raft

	Line Item	Qty	Rate	UOM	Total	Req Amount
<b>1</b>	<b>Patrol Boat / Equipment</b>					
	Search and Rescue Equipment	1.0000	8062.000	EA	8,062.00	8,062.00
	Dive Gear	1.0000	6515.000	EA	6,515.00	6,515.00
<b>Total for Patrol Boat / Equipment</b>					<b>14,577.00</b>	<b>14,577.00</b>
<b>2</b>	<b>Adjustment</b>					
	Adjustment	0.0000	0.000		-6,515.00	-6,515.00
	Notes : Requested Amount = 14,577.00; Approved Amount = 8,062.00; Budget Adjustment = -6,515.00					
<b>TOTAL EXPENDITURES</b>					<b>8,062.00</b>	<b>8,062.00</b>

Budget Summary for Boating Safety and Enforcement Equipment Grant - FY 2020 / 21  
 Agency: Fresno County Sheriff's Office  
 Application: Inflatable Raft

	Category	Total	Req Amount	Narrative
1	Patrol Boat / Equipment	14,577.00	14,577.00	
2	Adjustment	-6,515.00	-6,515.00	Requested Amount = 14,577.00; Approved Amount = 8,062.00; Budget Adjustment = -6,515.00
<b>TOTAL EXPENDITURES</b>		<b>8,062.00</b>	<b>8,062.00</b>	

**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: Scott Weishaar

Title: Sheriff Sergeant

Date Signed: 04/25/202  
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