

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM:** 3.23  
(ID # 18582)

**MEETING DATE:**

Tuesday, May 24, 2022

**FROM :** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Ratify and Approve Acceptance of FY 2021-22 Boating Safety and Enforcement Equipment Program Grant Agreement Number C21L0626 with the State of California, Department of Parks and Recreation (CDPR), Division of Boating and Waterways, Funded by the U.S. Department of the Interior, Sport Fish Restoration and Boating Federal Trust Fund; All Districts; [\$50,642 - Federal Trust Fund - 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify and approve Grant Agreement Number C21L0626 ("Agreement"), with the State of California ("State"), acting by and through its Department of Parks and Recreation ("CDPR"), Division of Boating and Waterways, Boating Safety and Enforcement Equipment Program ("BSEE"), accepting a grant in the total amount of \$50,642, for the Agreement term of February 1, 2022 through January 31, 2038 and authorize the Chair of the Board to execute the Agreement on behalf of the County;
2. Authorize the Sheriff, Assistant Sheriff, Chief Deputy or Administrative Services Manager to sign and execute any related grant documents, including certifications, modifications, amendments, extensions, progress reports, and reimbursement requests with the State, as approved as to form by County Counsel; and
3. Authorize, the Sheriff, Assistant Sheriff, or Chief Deputy to accept additional BSEE funds not to exceed 25% of the awarded amount.

**ACTION:Policy**



Donald Sharp, Assistant Sheriff

5/18/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

**Ayes:** Jeffries, Spiegel, Washington, Perez and Hewitt  
**Nays:** None  
**Absent:** None  
**Date:** May 24, 2022  
**xc:** Sheriff

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 50,642	\$ 50,642	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: 100% State Funds</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 21/22 – 37/38</b>	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

BR 22-075

**Summary**

California Department of Parks and Recreation (CDPR) provides grant funding to local law enforcement agencies for boating enforcement activities, equipment purchases, and training to protect the public's right to safe and enjoyable boating on the waterways of California. CDPR administers the Boating Safety and Enforcement Equipment Grant Program (BSEE) funding to local government agencies that can demonstrate a need for boating safety and law enforcement equipment, including search and rescue equipment, dive gear and engines, repowers, and replacements. The Sport Fish Restoration and Boating Trust Fund provides funding for this program. These monies are collected, deposited in the Department of Treasury, and are available the year following collection to state agencies for boating safety education, assistance, and enforcement activities.

On April 28, 2021, the Department submitted a grant application to CDPR to purchase a surface-supplied air diving helmet for the Sheriff's Department Dive Team. The Dive Team is a CAL-OES/FEMA Level 1 team responsible for search and rescue/recovery operations in all bodies of water within Riverside County. The Dive Team operates as a blackwater diving team, operating in low to zero visibility conditions.

On February 8, 2022, the CDPR awarded the grant funding in the amount of \$50,642 to purchase surface air diving helmets. These helmets provide divers safer supplied air and communications when operating at depths for more extended periods than traditional scuba tanks for greater flexibility and longer dive times. Surface air diving helmets are critical when divers conduct time-consuming tasks such as heavy lift operations, extended searching, and inspections/investigations.

The term of this grant Agreement shall begin on February 1, 2022 and shall continue for sixteen (16) years until January 31, 2038, under the terms and conditions of this grant agreement. Under the Agreement, the Department must submit annual reports including maintenance records, the number of hours BSEE purchased equipment is used, and other reports as required by the grant agreement beginning August 31, 2022, annually for 16 years.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**Impact on Residents and Businesses**

These grant funds will be used to protect the Riverside County Sheriff's Department divers who work in hazardous environments, allowing for lifesaving operations, recovering property and evidence, aiding in investigations and search and rescue operations. The equipment will enhance underwater search capabilities providing a safe, professional, and efficient service to the citizens of Riverside County.

**Additional Fiscal Information**

The Department will purchase three dive helmets with 100% Federal Funds. Due to the purchase amount and the current purchasing time frames, the Department anticipates completing the purchase in FY 22/23.

**ATTACHMENTS:**

1. Boating Safety Grant Agreement
2. Boating Safety Grant Instruction Letter and Email

  
Rebecca S Cortez, Principal Management Analyst 5/18/2022

  
Cynthia M Gurzel, Chief Deputy County Counsel 5/17/2022

# CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

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

## GRANT AGREEMENT

**GRANTEE:** Riverside County Sheriff's Department  
**GRANT TITLE:** Boating Safety and Enforcement Equipment Grant - FY 2021 / 22  
**GRANT NUMBER:** C21L0626  
**GRANT AMOUNT:** \$50,642.06  
**GRANT AGREEMENT TERM:** February 1, 2022 through January 31, 2038  
**GRANT PERFORMANCE PERIOD:** February 1, 2022 through March 31, 2023.

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

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

This grant award is funded by the Sport Fish Restoration and Boating Trust Fund, administered by California Department of Parks and Recreation, Division of Boating and Waterways. The Federal FY 21 award, 3321FAS21016 to California; \$5,807,092.

ATTEST:  
KECIA R. HARPER, Clerk  
By *Jody Morrison* DEPUTY  
FORM APPROVED COUNTY COUNSEL  
BY *APK* AMRIT P. DHILLON  
DATE 5/17/2022

Grantee: Riverside County Sheriff's Department Address: 4095 Lemon Street, P.O. Box 512 92502 Riverside, CA 92501 Name of Authorized Representative: <b>JEFF HEWITT</b> Title of Authorized Representative: <i>Chair, Board of Supervisors</i> Authorized Signature: <i>Jeff Hewitt</i> Date: <b>MAY 24 2022</b> Name of Project Representative: Phone: Email:	Agency: Department of Parks and Recreation Division of Boating and Waterways ATTN: Johanna Naughton Address: 4940 Lang Ave., Dock H, Administration, Floor 12 McClellan, CA 95652 Authorized Signature: Printed Name: Keren Dill Title: Staff Services Manager II Date:
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**CERTIFICATE OF FUNDING  
(FOR STATE USE ONLY)**

**GRANTEE:** Riverside County Sheriff's Department

**THE TERM OF THIS AGREEMENT IS:** February 1, 2022 through January 31, 2038

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

**GRANT NUMBER:** C21L0626

**PURCHASE ORDER NUMBER:**

CONTRACT NO C21L0626	AMENDMENT NO	SUPPLIER ID 951955961		PROJECT NO 379065600200
AMOUNT ENCUMBERED BY THIS DOCUMENT \$50,642.06	FUND DESCRIPTION Federal Trust Fund #0890		AGENCY BILLING CODE NO 053706	
REPORTING STRUCTURE 37900706	ITEM 3790-101-0890	CHAPTER 21	STATUTE 21	FISCAL YEAR 2021/22
BUSINESS UNIT 3790	INDEX 1706	OBJECT CODE 702	ACTIVITY CODE	ACCOUNT 5432000

**BOATING SAFETY  
AND  
ENFORCEMENT EQUIPMENT  
GRANT AGREEMENT**

**Riverside County Sheriff's Department  
C21L0626**



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

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**EXHIBIT A**  
**GRANT TERMS AND CONDITIONS**

**1. DEFINITIONS**

- A. **"DEPARTMENT"**: The Department of Parks and Recreation, Division of Boating and Waterways (DBW).
- B. **"EFFECTIVE DATE"**: The date the GRANT AGREEMENT face page is signed by the DEPARTMENT.
- C. **"EQUIPMENT"**: Boating-specific equipment or other 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. **"GRANT PERFORMANCE PERIOD"**: The timeframe specified on the grant agreement face page which includes the agreement start date (effective date) and final date for purchasing and receiving equipment.
- G. **"GRANTEE"**: The person or entity identified as the Grantee on the face page of the Agreement.
- H. **"GRANTEE FUNDS"**: Any funds provided by the GRANTEE for the purchase or operation and maintenance of the EQUIPMENT/PATROL BOAT.
- I. **"PATROL BOAT"**: A DEPARTMENT approved, registered vessel [with or without trailer and/or outboard motor] purchased for use in boating safety and law enforcement activities.
- J. **"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 SIXTEEN [16] 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 by the end of the PERFORMANCE PERIOD.
- 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 DEPARTMENT. 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, 2022 and each and every year by August 31 for the term of this agreement (16 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 and a summary of boating accident reports submitted during the reporting year.
- 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. Failure to do so may jeopardize future DBW funding for up to three (3) years.
- 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 March 31, 2023 by mailing one (1) complete reimbursement request package to:

DBW  
Attn: BSEE Grant Manager  
4940 Lang Avenue Dock H  
McClellan, CA 95652

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 repair or replace the EQUIPMENT/PATROL BOAT if it is damaged, 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.
- D. The DEPARTMENT has the option to void the GRANT AGREEMENT with 30 days' notice in the event grant funds are not appropriated or amend the GRANT AGREEMENT to reflect any unexpected reduction of grant funds.

**7. REVERSION OF EQUIPMENT/PATROL BOAT TO DEPARTMENT**

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

- A. The GRANTEE shall deliver the fully functioning EQUIPMENT/PATROL BOAT to the DEPARTMENT for reassignment and shall execute any document(s) necessary to effect appropriate changes in pertinent public records; the reversion of registered title is hereby declared to be in addition to, and not in lieu of, any other remedies for breach

of this GRANT AGREEMENT which may be available to the DEPARTMENT.

- B. The GRANTEE shall be prohibited from receiving DEPARTMENT BSEE Grants for a period of three (3) years if EQUIPMENT/PATROL BOAT is not fully functional at time of termination.

8. **LIABILITY**

- A. The GRANTEE waives all claims and recourse against the DEPARTMENT, including the right to contribution for any loss or damage arising from, growing out of or in any way connected with or incident to this GRANT AGREEMENT.
- B. GRANTEE agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this GRANT AGREEMENT, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by GRANTEE in the performance of this Agreement. GRANTEE warrants, represents and agrees that it and its subgrantees, subcontractors, employees and representatives shall at all times comply with all applicable State contracting laws, codes, rules and regulations in the performance of this GRANT AGREEMENT.
- C. If the DEPARTMENT is named as a co-defendant, the GRANTEE shall notify the DEPARTMENT and represent it unless the DEPARTMENT elects to represent itself. If the DEPARTMENT undertakes its own defense, it shall bear its own litigation costs, expenses and attorney's fees.

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. EQUAL OPPORTUNITY CLAUSE**

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

- i. The grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the granting officer setting forth the provisions of this nondiscrimination clause.

- ii. The grantee will, in all solicitations or advertisements for employees placed by or on behalf of the grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency granting officer, advising the labor union or workers' representative of the grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the granting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the grantee's non-compliance with the nondiscrimination clauses of this grant or with any of such rules, regulations, or orders, this grant may be canceled, terminated or suspended in whole or in part and the grantee may be declared ineligible for further Government grants in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The grantee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The grantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the grantee may request the United States to enter into such litigation to protect the interests of the United States.



The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the grant.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction grants or contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon grantees and contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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

- I. *Incorporation by reference.* The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.
- II. *Incorporation by operation of the order.* By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

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

## EXHIBIT B

### General Terms and Conditions (GTC 04/2017)

1. **APPROVAL:**

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

2. **AMENDMENT:**

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

3. **ASSIGNMENT:**

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

4. **AUDIT:**

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

5. **INDEMNIFICATION:**

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

6. **DISPUTES:**

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

7. **TERMINATION FOR CAUSE:**

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

8. **INDEPENDENT CONTRACTOR:**

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

employees or agents of the State.

9. **RECYCLING CERTIFICATION:**

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

10. **NON-DISCRIMINATION CLAUSE:**

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

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

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

11. **CERTIFICATION CLAUSES:**

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

12. **TIMELINESS:**

Time is of the essence in this Agreement.

13. **COMPENSATION:**

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

**14. GOVERNING LAW:**

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

**15. ANTITRUST CLAIMS:**

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

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

**16. CHILD SUPPORT COMPLIANCE ACT:**

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

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

17. **UNENFORCEABLE PROVISION:**

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

18. **PRIORITY HIRING CONSIDERATIONS:**

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

19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

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

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

20. **LOSS LEADER:**

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

**EXHIBIT C**

**CERTIFICATION**

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

Grantee Agency Name (Printed) Riverside County Sheriff's Department	Federal ID Number 95-1955961
By Authorized Signature:	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of Riverside

**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. \_\_\_\_\_ 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
Riverside County Sheriff's Department		95-1955961
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	
	Riverside	

**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	Date Executed
Authorized Signature	Executed in the County of Riverside
Title	Telephone Number
Legal Business Name Riverside County Sheriff's Department	Federal ID Number 95-1955961

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.

**General**

**1 Applicant Information**

a. Applicant Name	Riverside County Sheriff's Department		
b. Organizational Unit	Dive Team		
c. Address	4095 Lemon Street		
d. Address 2	P.O. Box 512 92502		
e. City	Riverside	State CA	Zip 92501
f. Federal ID Number	95-1955961	Reference No.	0000007122
g. Agency Type			
<input type="radio"/> City	<input checked="" type="radio"/> County		
<input type="radio"/> State Agency	<input type="radio"/> District		
<input type="radio"/> Other Public Agency			

**2 Project Information**

a. Project Name	Miscellaneous Dive Gear		
b. Is implementing agency same as Applicant	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
c. Implementing Agency Name			
d. Project Start Date	Feb-01-2022	End Date	Mar-31-2023
e. Amount of Funds Requested	\$50,642.06	Project Cost	\$50,642.06

**3 Contacts**

a. Project Administrator

Name	Chris Mattson				
Title	Sergeant				
Mailing Address	24312 Daytona Cove				
City	Perris	State	CA	Zip	92570
Telephone	(951) 922-7253			Fax	
E-mail Address	cmattson@riversidesheriff.org				

**1. Minimum Qualifications**

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

[29238\\_0\\_753\\_Letter of Intent.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)

[29240\\_0\\_943\\_System of Award Management.docx](#)

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? (max. 1024 characters) The Riverside County Sheriff's Department's Dive Team is the sole county level public safety dive team in our county and conducts all underwater search and rescue/recovery operations within the County of Riverside. Authority is vested under PC 830.1, H&N 663, and Cal-OES SAR Plan.

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

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

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).

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

2. California State Assembly Districts

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

- State Assembly 01
- State Assembly 02
- State Assembly 03
- State Assembly 04
- State Assembly 05
- State Assembly 06
- State Assembly 07
- State Assembly 08
- State Assembly 09
- State Assembly 10
- State Assembly 11
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- State Assembly 72
- State Assembly 73
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- State Assembly 78
- State Assembly 79
- State Assembly 80

3. California Congressional Districts

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

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



Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

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

4. County

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

- |                                       |  |   |  |                                     |   |
|---------------------------------------|--|---|--|-------------------------------------|---|
| <input type="checkbox"/> Alameda      | <input type="checkbox"/> Alpine        | <input type="checkbox"/> Amador               | <input type="checkbox"/> Butte           | <input type="checkbox"/> Calaveras  | <input type="checkbox"/> Colusa         |
| <input type="checkbox"/> Contra Costa | <input type="checkbox"/> Del Norte     | <input type="checkbox"/> El Dorado            | <input 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 checked="" 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? 31
- 2 b. Number of Part-Time Boating Safety and/or Boating Law Enforcement Officers do you have? 0
- How many hours per year do they work? 0
- Is this work seasonal or continuous? Continuous
3. Does your boating safety and enforcement unit have citation authority?  Yes  No
- If YES, Code # HN 663
- a. How many boating safety related citations did your agency issue last calendar year? N/A
- b. How many boating accidents did your agency respond to in the last calendar year? N/A
- c. How many Search and Rescue missions did your agency perform in the last calendar year? N/A
4. Does your boating safety and enforcement unit have arrest authority?  Yes  No
- If YES, Code # HN 663
- How many boating related arrests did you conduct last calendar year? N/A
5. How many outreach events did your agency participate in to promote boating safety education last calendar year? Please list these events. 0

5a.

Event Name	Date of Event (optional)
None due to COVID restrictions	N/A

**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>
Lake Perris SRA	3.668 sq. mi.	Boating, fishing, swimming, paddlecraft.	120+	Yes	CA State Park
Lake Elsinore	3000 acres	Boating, fishing, swimming, paddlecraft.	1000+	No	
Diamond Valley Lake	7.031 sq. mi	Fishing, boating	0	No	
Lake Skinner	1,400 acres	Sailing, fishing, swimming	0	No	

**7. Clearly identify the top three safety issues in your jurisdiction and describe how the requested grant will address these issues.**

Our agency is requesting \$100,000 to upgrade lighting equipment on our two dive team vessels, purchase dive computers, vessel mounted side scan sonar systems, and surface supplied air diving helmets. The Sheriff's Dive Team is a CAL-OES/FEMA Level 1 team responsible for search and rescue/recovery operations in all bodies of water within Riverside County. We are a blackwater diving team, with operations occurring in low to zero visibility conditions. This limits a diver's ability to adequately see hazards in the water, read their safety instruments to determine remaining air supply and navigation, and properly communicate with their partner safety divers and the surface vessel/personnel. The dive team has two 2007 boats, previously purchased under Homeland Security grant funding. Due to aging and use, the vessel lighting, has degraded to a point where dive operations are being placed in jeopardy due to the inability to provide adequate emergency vessel warning. If awarded the team will update the lighting on the vessel to be current with USCG regulations, to provide better warning capability to other boaters. All divers on the team are required to furnish their own dive computers, many of which utilized are inadequate for the ability to read in low light/low visibility conditions. This creates a major safety risk to the diver and puts them at risk of an out of air situation. The ability to utilize hull mounted side scan sonar systems will aid the team in searching and identifying hazards before a diver is deployed. Once deployed, divers have limited time to conduct operations due to their limited air supply and communication capabilities. The team uses a surface supplied air system to extend dive times but is outfitted with outdated full-face masks, instead of the appropriate commercial grade diving helmets which would provide better safety and communication capability on longer and deeper dives. These items will enhance diver safety concerns during PSD operations.

**8. Inventory**

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

Year	Make	CF Number	How many hours/year is this used?	What waterbodies is it used on?	Is this boat currently being surplus ed?	Is this a boat that was funded by a DBW Grant?	Vessel Status?
2,007	Triumph	CF4880XC	100	All vessel capable waterways or bodies of water in Riverside County	No	No	Operational
2,007	Gregor	CF4918XC	200	All vessel capable waterways or bodies of water in Riverside County	No	No	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
Kirby Morgan KM 37 Dive Helmet	15,000.00	4.00	60,000.00	1	
Humminbird Helix 15 Side Scan Sonar	3,000.00	2.00	6,000.00	2	
Shearwater Perdix AI dive computers	1,500.00	20.00	30,000.00	3	
Vessel lighting repair	2,000.00	2.00	4,000.00	4	Cost is TBD upon inspection and estimates
<b>TOTAL</b>			100,000		

**Misc. Equipment Items Questions (Kirby Morgan KM 37 Dive Helmet)**

**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. If your requested quantity is more than one for any item, explain the need for having multiple items. (max. 2000 characters)

The Kirby Morgan dive helmets are designed to provide safer surface supplied air and communications capability to divers when operating at depths for longer periods of time than traditional scuba tanks can provide. This lends greater flexibility and longer dive times when conducting time consuming tasks such as heavy lift operations, extended searching, and inspections/investigations. Being able to keep divers down longer reducing the risk to sending as many divers underwater, multiple trips to and from the dive site for diver replacement and allows greater efficiency in dive operations. We currently run divers in pairs for safety therefore four helmets are necessary to run two pairs of divers at a time.

The Humminbird Helix 15 side scan sonar devices are hull mounted imaging devices that will allow shallower water searching and assessing of hazards. Prior to deploying divers in a search area, the devices will be utilized to survey the area for hazards and provide quicker imaging and analysis of the site and will aid in identifying the search objective with less risk to boaters and divers in the water. We have two boats and need one installed on each vessel as the boats serve different mission capabilities.

The Shearwater Perdix dive computers are technical air integrated dive computers. Each diver is required to operate a dive computer during dives to ensure dive profiles, air usage, and navigational

data is captured. While issued to a diver, they are not individual specific and remain team property as it is necessary for safety reasons not to share dive computers during dive operations. Throughout a search mission, multiple divers could be deployed. The team has a need for twenty computers for twenty diver positions.

Our current dive boats have lighting equipment that needs to be updated. This includes emergency flashing lighting for warning to nearby boaters of law enforcement/SAR activity. Both boats need repair and costs are estimated until inspected.

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

Without the ability to utilize surface supplied air systems in the manner they were designed for, results in the need to deploy multiple divers on a dive site as those divers are limited by the amount of air they can carry in their tanks. The boats we have are limited by the amount of space and number of divers we can carry. With the limited time and limited space, dive operations can take longer to perform and thus require closure of an area, increase risk and exposure to boaters with the hazards of the operation and needed to continually return to shore to replenish diver air supply. Having the helmets allows us to reduce the risk to diver personnel by requiring fewer diver deployments and faster operational capability at depth during dive operations.

**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) [2-3 hours each day]
- "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 - include The dive team is primarily responsible for search and rescue/recovery so usage would be near 100% however having the equipment potentially expands the team's capability in more boating safety activities. The equipment will be used for boating safety activities and the percentage of time it will be used for search and rescue. (max. 300 characters)

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.**

Since we are the only dive team in our area, borrowing gear from other agencies is tedious, constrains resources and increases our liability and safety risks due to the inability to sufficiently train team personnel in the proper use of equipment.

**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. List other funding sources available to your agency that could be used to purchase or partially purchase this equipment.**

The Kirby Morgan KM 37 is the baseline model for diving helmets. It is the industry standard and is compatible with our current Kirby Morgan surface supplied air diving system, which utilizes aging and outdated full face masks. The bodies of water in Riverside County range from shallow depths to depths extending beyond recreational diving limits. Several team members are trained and capable of decompression diving however with the limited mask capabilities, diving at deeper depths for longer times, requiring significant decompression times, limits our capability to perform deep water recovery operations. At the present time there are no other funding sources available to purchase this item other than pursuing other potential grants. General fund availability is limited for large item purchases as these.

**Misc. Equipment - Informational**

- 11 h. What body(s) of water will this equipment be used on? Most lakes of greater depth throughout the county and adjacent jurisdictions.
- 11 i. 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 (max. 1024 characters)
- 11 j. 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 k. 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).

**Misc. Equipment Items Questions (Humminbird Helix 15 Side Scan Sonar)**

**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. If your requested quantity is more than one for any item, explain the need for having multiple items. (max. 2000 characters)

This item is a side and downward sonar imaging device capable of scanning for underwater hazards and searching for missing persons and vessels. Utilization of this equipment helps mitigate underwater hazards for divers and boaters by allowing us to locate items in shallower water where boaters are more likely to encounter issues and divers are likely to encounter obstacles that could be hazardous in a zero visibility dive condition. Two sonar devices permanently mounted in each vessel, significantly expands team capability during operations.



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

Not having this item results in slower operational search activity due to the requirement to increase safety procedures during searching to mitigate the underwater hazards in the operational area. Being unable to identify hazards further increases the risk to divers and risk to boaters.

**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) [3-4 hours each day]
- "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 - include The dive team is a primarily search and rescue/recovery therefore the Scan Sonar will be dedicated 100% of the time toward these operations. the equipment will be used for boating safety activities and the percentage of time it will be used for search and rescue. (max. 300 characters)

- 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.**

No other known capabilities are available in the immediate region as we are the primary search and recovery team in our county. Other teams can be requested however, these requests would not be feasible because of the time response delays caused by our inability to mitigate the risks in a more expeditious manner.

**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. List other funding sources available to your agency that could be used to purchase or partially purchase this equipment.**

Upon review of other makes and models out there, this model provides us with the capabilities, features, and specifications necessary to effectively increase team operational efficiency. This item does have comparable makes and models that are less expensive and have less features but often come with smaller displays which make it more difficult to identify the hazards and images.

**Misc. Equipment - Informational**

- 11 h. What body(s) of water will this equipment be used on? All bodies of water capable of holding dive team vessels to include, lakes, ponds, navigable canals, etc.

11 i.

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 (max. 1024 characters)

11 j. 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 k. 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).

**Misc. Equipment Items Questions (Shearwater Perdix AI dive computers)**

**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. If your requested quantity is more than one for any item, explain the need for having multiple items. (max. 2000 characters)

All divers on the team are required to furnish their own dive computers, many of which are inadequate for the ability to read in low light/low visibility conditions, creating a major safety risk to the diver, putting divers at risk of an out of air situation. Several divers have this brand and type of computer. Research has determined these to be the most effective and safest device to use.

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

The purchase of these computers do not negatively impact boating enforcement but do directly impact dive recovery operations and the safety of the divers involved in the operation. Failure to account for diving profiles and air supply usage generates great risk to the diver and increases potential liability concerns in the event of an OSHA related investigation.

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 - include These dive computers will be dedicated 50% of the time for boating safety activities and the percentage of time 50% for search and rescue operations.  
the equipment will be used for boating safety activities and the percentage of time it will be used for search and rescue.  
(max. 300 characters)

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

If yes, what percentage can you supplement?

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

These items are team and diver specific items and can't be borrowed from other agencies. Divers are required to be in possession of this equipment everytime they are diving. This is industry standard required for safety purposes. Dive computers can be loaned from one day to the next, not distributed from one dive to another.

**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. List other funding sources available to your agency that could be used to purchase or partially purchase this equipment.**

Dive members on the team and have validated its use and capability, and has determined that it is the most effective dive computer for our team's mission and goals. There are other less expensive models on the market that could be utilized to a less degree of efficiency and safety.

**Misc. Equipment - Informational**

11 h. What body(s) of water will this equipment be used on? All bodies of water where divers will be deployed.

11 i. 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  
(max. 1024 characters)

11 j. 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 k. 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).

**Misc. Equipment Items Questions (Vessel lighting repair)**

**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. If your requested quantity is more than one for any item, explain the need for having multiple items. (max. 2000 characters)

This request is to replace lighting equipment on both our vessels, to include the emergency public safety light bars and public address systems as well as the required vessel navigation lights and boat deck lighting for nighttime diver operations. This is essential and mission critical as the vessel currently does not have operational emergency lighting necessary to warn other boaters/vessels of the public safety diving operations.

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

As a law enforcement public safety dive vessel, our boats are utilized all hours of the day and night. Having proper lighting equipment to illuminate the boat deck is required to comply with state and federal laws. This is essential and mission critical as the vessel currently does not have operational emergency lighting necessary to warn other boaters/vessels of the public safety diving operations.

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 - include the percentage of time the equipment will be used for boating safety activities and the percentage of time it will be used for search and rescue. (max. 300 characters)

The approximate percentage of time involved in boating safety would be 50% search and rescue and 50% boating and safety activities, as the SAR operations directly impact boater safety by failing to adequately ensure proper incident warnings.

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? 50%

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.

There are no other capabilities available in the region as these repairs are critical to operational safety and directly impact the team's vessels and capability to carry out our functional role as a team.

**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. List other funding sources available to your agency that could be used to purchase or partially purchase this equipment.**

No particular model selected. Request is for repair for the current vessels.

**Misc. Equipment - Informational**

11 h. What body(s) of water will this equipment be used on?  All waterways the vessels can be utilized on.

11 i. 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 (max. 1024 characters)

11 j. 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 k. 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).

**12 Previous BSEE Grants**

	FY 20/21	FY 19/20	FY 18/19
Did your agency apply for a BSEE grant ?	No	No	No
Were you awarded a BSEE grant? (leave blank if No)			
Amount awarded: (List amount or leave blank if No or NA)			
Amount reimbursed: (List amount or leave blank if No or NA)			
List the Equipment Purchased: (List leave blank if No or NA)			

**Boating Safety and Enforcement Income**

**13. Revenue and Expenditures**

Boat Tax Revenue	172,342.00
<b>Other Revenue:</b>	
a) Other local revenue sources: (Example: launching facilities, campgrounds, parking, anything that goes toward marine patrol support)	0.00
b) Any State boating funding sources, including DBW subvention:	0.00
<b>TOTAL ANNUAL BOATING INCOME IN YOUR OPERATING BUDGET</b>	<b>172,342.00</b>
TOTAL EXPENDITURES FOR BOATING SAFETY AND ENFORCEMENT	86,728.00

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 2021 / 22  
 Agency: Riverside County Sheriff's Department  
 Application: Miscellaneous Dive Gear

Line Item	Qty	Rate	UOM	Total	Req Amount
<b>1 Patrol Boat / Equipment</b>					
Dive Gear	3.0000	16881.000	EA	50,643.00	50,643.00
Notes : Vendor based retail costs.					
<b>2 Adjustment</b>					
Adjustment	0.0000	0.000		-0.94	-0.94
<b>TOTAL EXPENDITURES</b>				<b>50,642.06</b>	<b>50,642.06</b>

Budget Summary for Boating Safety and Enforcement Equipment Grant - FY 2021 / 22  
 Agency: Riverside County Sheriff's Department  
 Application: Miscellaneous Dive Gear

Category	Total	Req Amount	Narrative
1 Patrol Boat / Equipment	50,643.00	50,643.00	
2 Adjustment	-0.94	-0.94	
<b>TOTAL EXPENDITURES</b>	<b>50,642.06</b>	<b>50,642.06</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: Chris Mattson

Title: Sergeant

Date Signed: 04/30/2022  
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