




Agenda Item No: 4.g
Meeting Date: November 20, 2023

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Police Department

Prepared by: Alex Holm, Police Lieutenant **City Manager Approval:** 

TOPIC: CALIFORNIA DEPARTMENT OF PARKS AND RECREATION DIVISION OF BOATING AND WATERWAYS GRANT APPROVAL

SUBJECT: RESOLUTION APPROVING THE ACCEPTANCE AND APPROPRIATION OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION DIVISION OF BOATING AND WATERWAYS GRANT FUNDS IN THE AMOUNT OF \$76,099 FOR THE "BOATING SAFETY AND ENFORCEMENT EQUIPMENT" GRANT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT AND ANY OTHER DOCUMENTS RELATED TO THE GRANT

RECOMMENDATION:

Adopt the resolution accepting \$76,099 from the California Department of Parks and Recreation Division of Boating and Waterways, Boating Safety and Enforcement Equipment (BSEE) grant funds, and authorizing the City Manager to execute the grant agreement.

BACKGROUND:

The City of San Rafael and the San Rafael Police Department (SRPD) recognize that the San Rafael Bay, San Rafael Creek, and San Pablo Bay are vital to our community and those who use and visit these areas for recreation and commercial activity. To ensure the safe use of these waterways, the SRPD Marine Unit regularly patrols these waters to conduct enforcement and respond to emergency calls for service. The Marine Unit utilizes the "Mission City" and "Rescue 22" patrol boats.

The SRPD Marine Unit provides emergency medical care and rescue assistance to vessels and people in distress, enforces applicable municipal, state, and federal laws, and responds to fire, medical, and crime incidents. The Marine Unit performs various duties prescribed by California boating laws emphasizing boating safety and ensures the vessels and equipment are maintained.

The SRPD has continuously operated the Marine Unit with at least one police patrol boat available during service hours and on-call after hours. The Marine Unit operates within the nearly six square miles of water that encompass the San Rafael Bay and San Rafael Creek. In addition, the Marine Unit patrols large portions of San Pablo Bay, which is connected to the San Rafael Bay and Creek.

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

The Marine Unit responds to numerous calls for assistance that extend within and outside city-limit jurisdiction. These calls for assistance come from boaters, swimmers, and other recreators on the water. Additionally, the Marine Unit receives mutual aid requests through the United States Coast Guard (USCG), Marin County Sheriff's Communications Center, California Highway Patrol's Golden Gate Division Dispatch, and Contra Costa County Dispatch. Some of these calls for assistance have taken the Marine Unit as far south as the Golden Gate Bridge and San Francisco Bay Bridge and as far north as the Petaluma River and Carquinez Straits. Our Marine Unit prides itself in being an essential partner with neighboring jurisdictions when rapid and skilled responses are required.

Responses range from boats running aground, capsizing, sinking, and taking on water, fires, open water swimmers in distress, paddle boarders in distress, storm exposures, boaters lost in the fog, suicides from the Richmond/San Rafael Bridge (Interstate 580), drownings, missing persons, search and rescue missions, overdue boats/craft/person searches, body recovery, hazmat, environmental cleanup, boating enforcement saturation patrols, multi-jurisdiction enforcement operations, suspect apprehension missions, SWAT missions, and many others.

To be at constant readiness, and to handle the types of calls and incidents described above, the police patrol boats require ongoing regular maintenance. During recent routine maintenance and service, it was identified that the two patrol boats need new navigation, RADAR, radio directional finder (RDF), and radio equipment. SRPD has completed other required routine and unexpected maintenance projects during the annual fiscal period. Additional funding sources are needed to replace outdated navigation and radio equipment.

ANALYSIS:

At the end of 2022, the "Mission City" and "Rescue 22" patrol boats underwent an operational assessment and inspection to determine their viability and operational needs. During the assessment, it was determined that "Mission City" and "Rescue 22" patrol boats are due for a significant overhaul of outdated electronic navigation, RADAR, radio directional finder (RDF), as well as radio equipment which they use to safely operate and use for a variety of calls for assistance, requests for help, emergencies, and search and rescue missions which occur both day and night and in ideal and inclement weather conditions. Much of the navigational equipment is twenty years old, and replacement parts can no longer be acquired. Continued navigational equipment operation requires replacing RADAR, RDF, and radio equipment.

The SRPD applied for and received tentative approval for a Boating Safety and Enforcement Equipment (BSEE) Grant from the California Department of Parks and Recreation Division of Boating and Waterways in the amount of \$76,099. Acceptance of the grant will allow the SRPD to upgrade the various identified electronic equipment on the "Mission City" and "Rescue 22" police patrol boats. If this resolution is adopted, the City will use BSEE funds to replace the systems noted below. Equipment estimates are as follows:

- 1) RADAR Systems: \$18,303
- 2) Electronic Navigation Systems: \$29,412
- 3) VHF Radios and Radio Direction Finder: \$28,384

FISCAL IMPACT:

There is no fiscal impact to the City of San Rafael, as the California Department of Parks and Recreation Division of Boating and Waterway's Boating Safety and Enforcement Equipment Grant will provide the required funding to replace the identified electronic equipment on the two police patrol boats.

OPTIONS:

The City Council has the following options to consider on this matter:

1. Adopt the resolution as presented.
2. Adopt the resolution with modifications.
3. Direct staff to return with more information.
4. Take no action.

RECOMMENDED ACTION:

Adopt the resolution accepting \$76,099 from the California Department of Parks and Recreation Division of Boating and Waterways, Boating Safety and Enforcement Equipment (BSEE) grant funds, and authorizing the City Manager to execute the grant agreement.

ATTACHMENTS:

1. Resolution
2. Fiscal Year 2023/2024 California Department of Parks and Recreation Division of Boating and Waterway's Boating Safety and Enforcement Equipment (BSEE) Grant.

RESOLUTION NO.

RESOLUTION APPROVING THE ACCEPTANCE AND APPROPRIATION OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION DIVISION OF BOATING AND WATERWAYS GRANT FUNDS IN THE AMOUNT OF \$76,099 FOR THE “BOATING SAFETY AND ENFORCEMENT EQUIPMENT” GRANT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT AND ANY OTHER DOCUMENTS RELATED TO THE GRANT.

Whereas, the State of California, Department of Parks and Recreation Division of Boating and Waterways has tentatively approved a grant to the City of San Rafael in the amount of \$76,099; and

Whereas, this grant money may be spent to pay for Police Department Marine Unit equipment including RADAR systems, navigation/GPS/Chart Plot equipment, VHF radios and radio direction finder; and

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of San Rafael approves the acceptance and appropriation of \$76,099 in California Department of Parks and Recreation Division of Boating and Waterways funds for the Boating Safety and Enforcement Equipment grant with funds to be appropriated in a Grant Fund; and authorizes the City Manager to execute a Grant Agreement and any other documents related to the Grant.

I, Lindsay Lara, City Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council held on the 20th day of November 2023 by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk

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

GRANT AGREEMENT

GRANTEE: City of San Rafael

GRANT TITLE: Boating Safety and Enforcement Equipment Grant - FY 2023 / 24

GRANT NUMBER: C23L0605

GRANT AMOUNT: \$76,099.00

GRANT AGREEMENT TERM: _____ through September 30, 2031

GRANT PERFORMANCE PERIOD: _____ through September 30, 2024.

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

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

This grant award is funded by the U.S. Coast Guard from the Sport Fish Restoration and Boating Trust Fund CFDA 97.012, administered by California Department of Parks and Recreation, Division of Boating and Waterways. The Federal FY 22 award, 70Z02323M0000497 to California; \$6,500,733. This is not a research and development grant.

Grantee: City of San Rafael Address: 1400 Fifth Avenue, San Rafael, CA 94901 Name of Authorized Representative: Title of Authorized Representative: Authorized Signature: Date:	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: City of San Rafael

GRANT AGREEMENT TERM : _____ through September 30, 2031

GRANT TITLE: BOATING SAFETY EQUIPMENT AND ENFORCEMENT GRANT PROGRAM

GRANT NUMBER: C23L0605

PURCHASE ORDER NUMBER:

NO C23L0605	AMENDMENT NO	SUPPLIER ID 0000007131		PROJECT NO 379065600200
AMOUNT ENCUMBERED BY THIS DOCUMENT \$76,099.00	FUND DESCRIPTION Federal Trust Fund #0890		AGENCY BILLING CODE NO 053706	
REPORTING STRUCTURE 37900706	ITEM 3790-101-0890	CHAPTER 12	STATUTE 23	FISCAL YEAR 2023/24
BUSINESS UNIT 3790	ACCOUNT 5432000	ALT ACCOUNT	ACTIVITY CODE 68784	

Name of Project Representative:

Phone:

Email:

**BOATING SAFETY
AND
ENFORCEMENT EQUIPMENT
GRANT AGREEMENT**

**City of San Rafael
C23L0605**



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

INDEX

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

EXHIBIT A
GRANT TERMS AND CONDITIONS

1. DEFINITIONS

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

2. GENERAL

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

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

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

3. PAYMENT PROVISIONS AND DISBURSEMENT OF GRANT

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

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

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

For FedEx, UPS and other overnight mail:

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

For United States Post Office (USPS) mail:

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

Or by emailing to the DBW assigned grant manager.

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

4. EQUIPMENT/PATROL BOAT OWNERSHIP

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

5. OPERATION AND MAINTENANCE OF EQUIPMENT/PATROL BOAT

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

6. TERMINATION OF GRANT AGREEMENT

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

receipt by the DEPARTMENT of a written notice of termination from the GRANTEE.

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

7. REVERSION OF EQUIPMENT/PATROL BOAT TO DEPARTMENT

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

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

8. LIABILITY

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

D. Insurance Coverage Requirements

(1) Vessel Insurance: GRANTEE shall maintain the necessary insurance for the full replacement value of vessels and equipment purchased with GRANT including fire, collision or sinking and all costs associated with removal and demolition.

(2) Watercraft Liability: GRANTEE shall maintain watercraft liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of the maintenance and use of watercraft.

(3) The policy must include:

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

9. WAIVER OF RIGHTS

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

10. REMEDIES NOT EXCLUSIVE

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

11. OPINIONS AND DETERMINATIONS

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

12. PROCUREMENT PROCEDURES

- A. The GRANTEE must use procurement procedures that reflect applicable State and local public procurement laws and regulations, provided that the procedures conform

to applicable Federal law and the standards identified in 2 CFR §200.318.

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

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

C. **EQUIPMENT AND ELECTRONICS PROCUREMENT PROCEDURES:**

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

D. **DEPARTMENT REVIEW**

- (1) GRANTEE must submit to the DEPARTMENT proposed technical specifications of PATROL BOATS and other registered vessels for review and approval prior to solicitation of bids.
- (2) Grantees and sub-grantees must make available on request to the DEPARTMENT procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc. and must retain such documents for four years after equipment acquisition for auditing purposes.

13. DISPOSITION OF EQUIPMENT/PATROL BOAT

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

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

If the GRANTEE has contributed funding in excess of the GRANT to the PURCHASE COSTS of the EQUIPMENT/PATROL BOAT, and in the event of a sale of the EQUIPMENT/PATROL BOAT after the expiration or termination of this GRANT AGREEMENT or the reversion of the EQUIPMENT/PATROL BOAT to the DEPARTMENT, then the proceeds of the EQUIPMENT/PATROL BOAT sale shall be distributed between the DEPARTMENT and the

GRANTEE in proportion to their respective contributions of the PURCHASE COSTS, e.g.: if the PURCHASE COSTS totaled \$100,000 and the GRANT contribution amounts to \$60,000, then the DEPARTMENT would receive 60 percent of the EQUIPMENT/PATROL BOAT sale proceeds and the GRANTEE would receive 40 percent.

15. FEDERAL TERMS, CONDITIONS AND REGULATIONS

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

16. COMPLIANCE WITH LAW, REGULATION AND POLICY

It is understood and agreed that the Grantee shall comply with all applicable laws and regulations of the State of California, U.S. Coast Guard Code of Federal Regulations: 2 CFR identified in section §§ 200.318 General Procurement standards through 200.326 Contract provisions, 50 CFR 80 and 50 CFR 85, Equal Opportunity (41 CFR 60-1.4(b)), Davis-Bacon Act, as amended (40 U.S.C. 3141-3148), Copeland "Anti-Kickback" Act (40 U.S.C. 3145), Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" (37 CFR Part 401), Clean Air Act (42 U.S.C. 7401-7671q.), and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), Debarment and Suspension (Executive Orders 12549 and 12689), Byrd Anti-Lobbying amendment (31 U.S.C. 1352) and all policies of DBW.

A. MANDATORY DISCLOSURES

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

B. ENHANCEMENT OF RECIPIENT AND SUBRECIPIENT EMPLOYEE WHISTLEBLOWER PROTECTION

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

Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.

The recipient shall insert this clause, including this paragraph, in all subawards and in

contracts over the simplified acquisition threshold related to this award.

C. EQUAL OPPORTUNITY CLAUSE

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

- i. The grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the granting officer setting forth the provisions of this nondiscrimination clause.
- ii. The grantee will, in all solicitations or advertisements for employees placed by or on behalf of the grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency granting officer, advising the labor union or workers' representative of the grantee's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- iv. The grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the granting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vi. In the event of the grantee's non-compliance with the nondiscrimination clauses of this grant or with any of such rules, regulations, or orders, this grant may be canceled, terminated or suspended in whole or in part and the grantee may be declared ineligible for further Government grants in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- vii. The grantee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive

Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The grantee will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the grantee may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

written.

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

EXHIBIT B

General Terms and Conditions (GTC 04/2017)

1. **APPROVAL:**

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

2. **AMENDMENT:**

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

3. **ASSIGNMENT:**

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

4. **AUDIT:**

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

5. **INDEMNIFICATION:**

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

6. **DISPUTES:**

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

7. **TERMINATION FOR CAUSE:**

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

8. **INDEPENDENT CONTRACTOR:**

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

employees or agents of the State.

9. RECYCLING CERTIFICATION:

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

10. NON-DISCRIMINATION CLAUSE:

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

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

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

11. CERTIFICATION CLAUSES:

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

12. TIMELINESS:

Time is of the essence in this Agreement.

13. COMPENSATION:

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS:

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

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

16. CHILD SUPPORT COMPLIANCE ACT:

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

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

17. UNENFORCEABLE PROVISION:

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

18. PRIORITY HIRING CONSIDERATIONS:

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

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

EXHIBIT C

CERTIFICATION

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

Grantee Agency Name (Printed) City of San Rafael	Federal ID Number 94-6000424
By Authorized Signature:	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of Marin

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, 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
City of San Rafael		94-6000424
By (Authorized Signature)		
Printed Name and Title of Person Signing		
,		
Date Executed	Executed in the County of	
	Marin	

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 Marin
Title	Telephone Number
Legal Business Name City of San Rafael	Federal ID Number 94-6000424

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 City of San Rafael
- b. Organizational Unit San Rafael Police Marine Unit
- c. Address 1375 Fifth Avenue
- d. Address 2
- e. City San Rafael State CA Zip 94901
- f. Federal ID Number 94-6000424 Unique Entity Id. CRDWQSJB4
AR1
- g. Agency Type
- City County
- State Agency District
- Other Public Agency

2 Project Information

- a. Project Name Boating Safety and Enforcement Equipment Grant - FY 2023 / 24
- b. Is implementing agency same as Applicant Yes No
- c. Implementing Agency Name
- d. Project Start Date Oct-01-2023 End Date Sep-30-2031
- e. Amount of Funds Requested \$76,099.00 Project Cost \$76,099.00

3 Contacts

a. Project Administrator

Name	Justin Graham				
Title	Sergeant				
Mailing Address	1375 Fifth Avenue				
City	San Rafael	State	CA	Zip	94901
Telephone	(415) 485-3000			Fax	(415) 485-3043
E-mail Address	494@srpd.org				

1. Minimum Qualifications

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

[37314_0_621_SRPD - BSEE Grant Letter of Intent.pdf](#)

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

Attach a screenshot showing your registration is active. (A sample screenshot is available in the 'Show Documents' area)

[37316_0_871_City of San Rafael SAM.pdf](#)

1 a. Do you have an active Boating Safety and/or Boating Law Enforcement Patrol? Yes No

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

The San Rafael Police Department employs peace officers who are able to carry out police and law enforcement functions per section 830.1 of the California Penal Code. The Police Department's Marine Unit operates two police boats with the following personnel: six peace officers, one reserve peace officer, and five civilian volunteers. The police boats are staffed by at least one peace officer or reserve officer at all times while underway. The officers on the boat have arrest and citation powers per section 836 of the California Penal Code and section 663 of the Harbors and Navigation Code.

1 c. Certify that your agency will report all boating accident statistics as required in Section 656 of Harbors and Navigation Code for the grant term if awarded this grant? An agency's failure to submit a report may result in ineligibility of future DBW funding opportunities for up to 5 fiscal years. Yes No

1 d. **Certify by checking the boxes that your agency meets all the following criteria:**

- Your agency employs at least one boating safety law enforcement officer defined in California Code of Regulations, Title 14, Division 4, Chapter 1, Article 4.5.2 as trained personnel authorized and retained to perform on-the-water boating safety and boating law enforcement activities.
- Your agency's boating safety law enforcement officer(s) conducts sufficient patrol and has the jurisdiction and authority to ensure adequate enforcement of all applicable state boating safety laws and regulations.
- Your agency has the knowledge and means to properly report boating accidents to DBW.

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

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

1. California State Senate Districts

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

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| <input type="checkbox"/> State Senate 06 | <input type="checkbox"/> State Senate 07 | <input type="checkbox"/> State Senate 08 | <input type="checkbox"/> State Senate 09 | <input type="checkbox"/> State Senate 10 |
| <input type="checkbox"/> State Senate 11 | <input type="checkbox"/> State Senate 12 | <input type="checkbox"/> State Senate 13 | <input type="checkbox"/> State Senate 14 | <input type="checkbox"/> State Senate 15 |
| <input type="checkbox"/> State Senate 16 | <input type="checkbox"/> State Senate 17 | <input type="checkbox"/> State Senate 18 | <input type="checkbox"/> State Senate 19 | <input type="checkbox"/> State Senate 20 |
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| <input type="checkbox"/> State Senate 36 | <input type="checkbox"/> State Senate 37 | <input type="checkbox"/> State Senate 38 | <input type="checkbox"/> State Senate 39 | <input type="checkbox"/> State Senate 40 |

2. California State Assembly Districts

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

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3. California Congressional Districts

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

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

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

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| <input type="checkbox"/> Congressional District 7 | <input type="checkbox"/> Congressional District 8 | <input type="checkbox"/> Congressional District 9 |
| <input type="checkbox"/> Congressional District 10 | <input type="checkbox"/> Congressional District 11 | <input type="checkbox"/> Congressional District 12 |
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4. County

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

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| <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 checked="" type="checkbox"/> Marin | <input type="checkbox"/> Mariposa | <input type="checkbox"/> Mendocino | <input type="checkbox"/> Merced |
| <input type="checkbox"/> Modoc | <input type="checkbox"/> Mono | <input type="checkbox"/> Monterey | <input type="checkbox"/> Napa | <input type="checkbox"/> Nevada | <input type="checkbox"/> Orange |
| <input type="checkbox"/> Placer | <input type="checkbox"/> Plumas | <input type="checkbox"/> Riverside | <input type="checkbox"/> Sacramento | <input type="checkbox"/> San Benito | <input type="checkbox"/> San Bernardino |
| <input type="checkbox"/> San Diego | <input type="checkbox"/> San Francisco | <input type="checkbox"/> San Joaquin | <input type="checkbox"/> San Luis Obispo | <input type="checkbox"/> San Mateo | <input type="checkbox"/> Santa Barbara |
| <input type="checkbox"/> Santa Clara | <input type="checkbox"/> Santa Cruz | <input type="checkbox"/> Shasta | <input type="checkbox"/> Sierra | <input type="checkbox"/> Siskiyou | <input type="checkbox"/> Solano |
| <input type="checkbox"/> Sonoma | <input type="checkbox"/> Stanislaus | <input type="checkbox"/> Sutter | <input type="checkbox"/> Tehama | <input type="checkbox"/> Trinity | <input type="checkbox"/> Tulare |
| <input type="checkbox"/> Tuolumne | <input type="checkbox"/> Ventura | <input type="checkbox"/> Yolo | <input type="checkbox"/> Yuba | | |

2. Citation Authority

- 2 a. Number of Full-Time Boating Safety and/or Boating Law Enforcement Officers do you have? 1
- 2 b. Number of Part-Time Boating Safety and/or Boating Law Enforcement Officers do you have? 6
- How many hours per year do they work? 1,100
- Is this work seasonal or continuous? Continuous
3. Does your boating safety and enforcement unit have citation authority? Yes No
- If YES, Authorizing Code # 830.1 PC, 836 PC, 663 HNC
- a. How many boating safety related citations did your agency issue last calendar year? 5
- b. How many boating accidents did your agency respond to in the last calendar year? 15
- c. How many BOATING safety related Search and Rescue missions did your agency perform in the last calendar year? 24
4. Does your boating safety and enforcement unit have arrest authority? Yes No
- If YES, Authorizing Code # 830.1 PC, 836 PC, 663 HNC
- How many boating related arrests did you conduct last calendar year? 1
5. How many outreach events with the general public did your agency participate in to promote boating safety education last calendar year? Please list the events and describe how boating safety was promoted. 2

5a.

Event Name	Date of Event	What BOATING SAFETY information was provided at this event?
Paddle Boat Races	Weekly	Discuss the use of flotation devices and knowing the weather forecast.
SEA & SRHS Sailing Classes	Monthly - March to Aug	Give them instructions on safe sailing, use of flotation devices, knowing the weather forecast.

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

6. Jurisdiction Table

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

Waterbody	Size (area)	List all boating activities (e.g. fishing, water skiing, paddling, etc.) conducted on this waterbody.	How many hours/year is this waterbody patrolled by your agency	Is there shared jurisdiction on this waterbody?	If shared jurisdiction, list other agency(s)
San Rafael Bay and Channel	5.96 Sq Mi	Open water swimming, paddle boarding, sailing, kayaking, canoeing, personal watercraft (PWC) sports, wind surfing, sport boating, fishing, yachting, kite boarding, seaplane aviation, including a once a year triathlon sporting event.	1,100	Yes	United States Coast Guard
San Pablo Bay	90 Sq Mi	Open water swimming, paddle boarding, sailing, kayaking, canoeing, personal watercraft (PWC) sports, wind surfing, sport boating, fishing, yachting, kite boarding, seaplane aviation, commuter ferries, commercial shipping.	1,100	Yes	United States Coast Guard, Marin County Sheriff, Sonoma County Sheriff, Contra Costa Sheriff, Richmond Police

7. Top three BOATING safety issues

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

The City of San Rafael and the San Rafael Police Department recognize that the San Rafael Bay and Creek and the San Pablo Bay are vital to our community and those who use and visit these areas for work or pleasure. To ensure the safe use of these waterways, the San Rafael Police Marine Unit regularly patrols these waters to conduct enforcement and respond to emergency calls for service.

Our Marine Unit's mission is to keep these waterways safe by providing emergency medical care and rescue assistance to vessels and people in distress. Enable the department to enforce various municipal, state, and federal laws. Prevent fire and crime incidents. Perform various duties prescribed by California boating laws emphasizing boating safety. To do this, the Marine Unit maintains its proficiency through training and skills assessment. Additionally, the two patrol boats are regularly maintained and serviced.

During recent routine maintenance and service, it was identified that the two patrol boats need new navigation, RADAR, infrared cameras, side scanning SONAR, radio directional finder (RDF), and radio equipment. SRPD has completed other required maintenance projects during the annual fiscal period that have put the Marine Unit's operating costs over budget. Additional funding sources are needed to replace outdated navigation and radio equipment.

The San Rafael Police Department has continuously operated a Police Marine Unit with at least one police patrol boat available. The Marine Unit operates within and outside San Rafael Bay and Creek. The San Rafael Bay and Creek is within the City of San Rafael limits and covers 5.96 square miles of water. In addition, the Marine Unit patrols large portions of San Pablo Bay which the San Rafael Bay and Creek are connected to.

On an ongoing and frequent basis, the Marine Unit responds to numerous calls for assistance that extend within and outside the Marine Unit's city-limit jurisdiction. These calls for assistance come from boaters, swimmers, and other recreational users on the water. Additionally, the Marine Unit receives mutual aid requests through the United States Coast Guard (USCG), Marin County Sheriff's Communications Center, CHP's Golden Gate Division Dispatch, and Contra Costa County Dispatch. Some of these calls for assistance have taken the Marine Unit as far south as the Golden Gate Bridge and San Francisco Bay Bridge and as far north as the Petaluma River and Carquinez Straits. Our Marine Unit pride itself in being good neighbors and are able to partner with and respond into other

jurisdictions that may not have a rescue or enforcement asset available.

Call types range from boats running aground, boats capsizing and sinking, boats and watercraft taking on water, fires, open water swimmers in distress, paddle boarders in distress, storm exposures, lost in the fog, suicides from the Richmond/San Rafael Bridge (Interstate 580), drownings, missing persons, search and rescue missions, overdue boats/craft/person searches, body recovery, hazmat, environmental cleanup, boating enforcement saturation patrols, multi-jurisdiction enforcement operations, suspect apprehension missions, SWAT missions, and many others.

In 1986, the San Rafael Police Department purchased a 35-foot Modutech police patrol boat through a grant from the California Department of Boating and Waterways. When purchasing the patrol boat, the original agreement was to have it available to operate within San Pablo Bay. This patrol boat, named "Mission City," has been well maintained by the unit and is still the primary operating patrol boat. At the end of 2022, Mission City patrol boat underwent an operational assessment and inspection to determine its viability and operational needs. During the assessment, inspectors found that the main exterior deck, bow railings and handles, and aft panel needed to be replaced. SRPD spent over \$40,000 to complete this work in January of this year.

Additionally, during the assessment, it was also determined that Mission City is due for a significant overhaul of outdated electronic navigation, RADAR, infrared cameras, radio directional finder (RDF), side scanning SONAR, and radio equipment which it uses to safely operate and use for a variety of calls for assistance, requests for help, emergencies, and search and rescue missions which occur both day and night and in ideal and inclement weather conditions. The majority of the equipment is 20 years old. This means most of this electronic equipment is so old that replacement parts can no longer be located.

Lastly, it was determined that Mission City needed new emergency lights, work lights, a siren, and a public address system. SRPD has budgeted \$12,000 to complete this project in the coming months.

In 2013, the department recognized the need for a rapid response or "quick boat" platform to assist our community and officers in addition to patrol boat Mission City. A \$65,000 grant was secured with the California Department of Boating and Waterways to purchase a 22-foot Rogue Jet rigid haul named "Rescue 22". Rescue 22 has been an invaluable addition to the Marine Unit since SRPD can train and maintain a response team of sworn peace officers to use it when Mission City patrol boat is unavailable. This boat gives SRPD faster response times to local emergencies, rescues, and increases law enforcement capabilities within the San

Rafael Creek. Due to the boat's smaller size and ease of use, SRPD can quickly train sworn peace officer personnel to operate it. These officers have then been able to respond to calls for service and a wide variety of enforcement and rescue missions.

Rescue 22 underwent a similar assessment and inspection as the Mission City underwent in late 2022. The assessment and inspection determined that the main deck needed refurbishment, which SRPD spent nearly \$30,000 to repair at the beginning of this year.

Additionally, Rescue 22 was found to need an overhaul of its outdated electronic navigation, RADAR, and radio equipment. The equipment is currently ten years old and becoming difficult to service. This equipment is vital to the safe operation of the boat during law enforcement and search and rescue missions.

Between completed projects, current assessments, and the current operational needs of Mission City and Rescue 22, it has overrun the current budget. It will also likely continue to overrun the police department's Marine Unit operating and maintenance budget in the coming year, which is not a sustainable practice.

Based on this fiscal year's current projects completed, the police department Marine Unit has exceeded the budget by 321%. The police department wants to invest and keep this valuable resource operating at its peak to keep our community safe, enforce laws, and be able to respond to search and rescue missions. Additional funding sources are required to keep the Marine Unit in top operational condition.

The Marine Unit consists of one-full time reserve peace officer, one full-time peace officer (currently assigned to street patrol due to staffing), six part-time Rescue 22 trained sworn peace officers, and five civilian marine auxiliary volunteers. The reserve peace officer is the primary operator of both patrol boats of the Marine Unit, with the full-time peace officer also fully trained. Due to staffing, the full-time peace officer is primarily assigned to street patrol and can team up with the reserve officer when staffing allows. The six additional peace officers are also primarily assigned to street patrol but have the training and skillset to deploy Rescue 22 as needed. The six marine auxiliary volunteers operate on a rotation and support the reserve peace officer. The Marine Unit consistently operates at least every weekend throughout the year. Lastly, the entire Marine Unit trains on a regular basis to maintain proficiency and conducts major quarterly training, which sometimes includes allied and partnering agencies.

Even though the Marine Unit consistently operates on the weekends, they are available and on-call to respond to any call for service throughout the week. In

addition to weekend operations, the Marine Unit supports several local and SF Bay Area events, such as the Marin Triathlon, Opening Day on the Bay, SF Fleet Week, and several others. The Marine Unit has successfully deployed and operated in very dynamic and complex situations and in various weather conditions.

The Marine Unit operates in locations of San Rafael Bay and Creek and San Pablo Bay, requiring electronic navigation equipment. The San Rafael Bay and Creek, along with the San Pablo Bay, have many shallow areas and can become exposed during low tide. These areas are usually charted, but because of rescue missions may require our Marine Unit to navigate into these areas furthering the need for RADAR, GPS, and depth-finding equipment. San Rafael Bay and Creek and the San Pablo Bay also have a significant number of exposed obstacles and hazards, such as docks and piers, navigation aids/buoys, boat and watercraft traffic, the Richmond San Rafael Bridge, West and East Marin Islands, Sisters Islands, Rat Rock, Red Rock Island, East Brother Light Station, along with commercial shipping and commuter ferry lanes of travel. During inclement weather and night conditions, these obstacles can be hidden and obscured, furthering the need for properly functioning navigation equipment.

Based on proactive patrols, calls for service, requests for assistance, and mutual aid requests, the San Rafael Police Department has determined that the top three issues within the Marine Units response area are as follows:

- Rescue and enforcement of people without or not using life jackets. Every weekend, the Marine Unit is either proactively enforcing or responding to incidents where people on the water are in peril due to not having or using personal flotation devices and life jackets. Both the Mission City and Rescue 22 patrol boats participate in proactive enforcement. Some of this proactive enforcement occurs in hazardous and shallow locations, requiring navigation and RADAR equipment. In other situations, both patrol boats are needed each weekend for rescue calls from a person who is without a life jacket and suffering from exhaustion and exposure. Frequently these people needing help use their cell phones to call 9-1-1. When dispatch centers receive these calls, they receive the cellular phone's GPS location information which is heavily relied upon. It has been the experience of the Marine Unit that most people in peril are not sure of their exact location when in the water. This GPS information is forwarded to our Marine Unit, that then is charted into navigation equipment that provides the location and heading. Additionally, most people in need of rescue are in extremely shallow locations and can make rescuing difficult without knowing current tidal and weather conditions. These conditions exist where most of these incidents occur and where recreators are drawn, such as the shorelines of China Camp State Park, McNear's Beach Park, the San Rafael Creek,

Spinnaker Point, Marin Rod and Gun, and San Quentin Beach Park.

- Searching for overdue and lost boats/people in a variety of conditions. The Marine Unit often responds to calls where boats and people are overdue. Many incidents happen during inclement weather conditions, such as heavy fog or storms. The Marine Unit uses as much information as it can obtain regarding overdue boats and people and plots the information into navigation equipment. Navigation and RADAR equipment is also used to keep the Marine Unit safe during searches so that they can be made aware of hazards, obstacles, and other boat traffic. In some cases, the Marine Unit has operated in limited to no visibility circumstances due to weather or storms to locate boats and people. These missions were carried out with the support and use of critical navigation, RADAR and RDF equipment. Many overdue boats and people have been found stranded in the shallows of the bay. Some of these finds have been the result of using RADAR, RDF, and infrared cameras to locate vessels and watercraft in these areas. While a boat rescue has been impossible at times, the use of navigation and radio equipment to accurately pass along the location of the stranded to rescue helicopters is vital.
- Boating and missing persons search and rescue missions. The Marine Unit responds to numerous search and rescue missions for boats and people in the water. The Marine Unit uses Mission City and Rescue 22 patrol boats for these missions. These calls for assistance come from the boat in distress, the person needing rescue, or through SRPD Dispatch or any allied and partnering agencies. The Marine Unit is often the primary responding unit for the San Rafael Bay and Creek, including San Pablo Bay. In addition, the Marine Unit can be the primary response unit when requested by other agencies with extended estimated arrival times. The Marine Unit also participates with and supports allied agencies' search and rescue missions. Many of these search and rescue missions are during inclement weather and require constant use of radios, RADAR, thermal imaged cameras, and navigation equipment. Again, Mission City and Rescue 22 patrol boats need proper functioning navigation, RADAR, and radio equipment to navigate safely as well as to keep track of searched and need to be searched locations, other rescue craft, boat traffic, and to avoid hazards. Some of these missions have included a person who committed suicide from Richmond San Rafael Bridge, boat collisions, sinking boats, boats on fire, person overboard, drowned victims, open water swimmers suffering from exhaustion and exposure, injured kite surfers, overturned kayakers, and more. The Mission City has been called to assist in a number of unique and high profile cases. The Mission City was called to

assist in the Scott Peterson homicide and used its side scanning SONAR to search for the body of Lacui Peterson. The Mission City has also used its side scanning SONAR for downed aircraft and more recently for persons who have committed suicide from the Richmond San Rafael Bridge. There has been an increase in these suicide cases where the Mission City has responded for body recovery efforts.

The Marine Unit has found that with water sports becoming more popular and accessible, many recreators find themselves unprepared and beyond their skillset with rapidly changing weather conditions. For some, it was their first time on the water; they had done little to no research about the area and were ill-equipped. This increase in incidents and rescues further demonstrates the need for quality, high-functioning navigation RADAR, thermal imaging, and radio equipment

While the San Rafael Police Department has gone above and beyond with maintaining and servicing the equipment the Marine Unit needs on its two patrol boats for safe and successful operations and missions, additional funding sources are needed for the replacement of outdated navigation, RADAR, RDF, thermal imaging cameras, and radio equipment.

The San Rafael Police Department prioritizes maintaining safety and security on the waterways within its city limits and far beyond. For these reasons, the City of San Rafael and the San Rafael Police Department request the consideration of grant funding from the California Department of Waterways Boating Safety and Enforcement Equipment Grant.

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

8. Inventory

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

Year	Make	CF Number	How many hours/year is this used?	What waterbodies is it used on?	Is this boat currently being surplus?	Was this vessel funded by a DBW grant?	Is this vessel operational ?	Is this vessel used for anything else besides patrolling. If so, explain.
1986	Modutech	CF 2448 XC	1,000	San Rafael Bay and Creek, San Pablo Bay, and San Francisco Bay	No	Yes	Yes	Yes, search and rescue missions.
2013	Rogue Jet	CF 5424 XC	300	San Rafael Bay and Creek, and San Pablo Bay	No	Yes	Yes	Yes, search and rescue missions.

9. Project Type

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

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

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

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

Misc Equipment Instructions

PLEASE READ THE FOLLOWING CAREFULLY

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

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

Misc. Equipment Items

11. Describe what you are requesting. You may request only FIVE ITEMS TOTAL (patrol boat and equipment). You may group "like items". "Like items" are related items that work together. You need one to work with the other. Examples of "like items" include a 'patrol boat and a trailer' or 'dive masks and dive suits'."

NOTE: Do not ask for supplies (ie: rope, water bottles, cleaning supplies, hardware). Supplies WILL NOT BE CONSIDERED for grant funding.

Item	Cost	Quantity	Total	Priority	Comments
RADAR Systems	9,151.50	2.00	18,303	First	Rescue 22 - \$2903.41 / Mission City - \$8800.00 / Labor - \$6600.00
Navigation/GPS/Chart Plot	14,706.00	2.00	29,412	Second	Rescue 22 - \$7316.67 / Mission City - \$15495.00 / Labor - \$6600.00
VHF Radios and RDF	14,192.00	2.00	28,384	Third	For Mission City patrol boat / Labor - \$6600.00
Thermal Imaging Camera	54,809.28	1.00	54,809	Fourth	For Mission City patrol boat / Labor - \$6600.00
Side Scanning SONAR	11,595.00	1.00	11,595	Fifth	For Mission City patrol boat / Labor - \$6600.00
TOTAL			142,503		

Misc. Equipment Items Questions (RADAR Systems)

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 following equipment is requested for the "Mission City" and "Rescue 22":

1. RADAR Systems - This equipment is required for each patrol boat to safely navigate, operate, and locate vessels, obstacles, and hazards. This equipment is essential during inclement weather, heavy rain, reduced visibility due to fog, and darkness. In summary, this equipment will be used for (1) rescue and enforcement of persons not wearing life jackets/PFDs, (2) searching for overdue and lost people and vessels, and (3) search and rescue missions involving missing people and vessels.

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

The equipment for Mission City patrol boat is 20 years old and is beyond its reasonable life span. Most of the equipment cannot be repaired since parts are no longer available. If the Marine Unit does not replace the old RADAR equipment on Mission City, it will not be able to remain in-service to focus on the three main identified problem areas, continue to conduct enforcement operations and respond to search and rescue emergencies.

The equipment for Rescue 22 patrol boat faces the same circumstance as Mission City patrol boat. The RADAR equipment aboard Rescue 22 is ten years old and becoming a maintenance issue due to no or hard-to-find parts. If the equipment fails to function as needed, then Rescue 22 will need to be taken out of service, and it will not be able to focus on the three main identified problem areas, continue to conduct enforcement operations, and respond to search and rescue emergencies.

11 d. Classify this request

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

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

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

The RADAR Systems for both patrol boats are old and outdated. Both boats will not be able to remain in service when this equipment fails. Both boats will not be able to focus on the three main identified problem areas as well as other missions.

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

Activity	Percentage
Boating Safety Activities	15
Search and Rescue Activities	75
Other Activities	10
TOTAL	100.00

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

Mission City and Rescue 22 operate during special events, such as SF Bay Opening Day, Marin Triathlon, and SF Fleet Week, which all require the ability to have navigation, RADAR, and radio equipment.

- 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? 10

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 limited to no other capabilities that the San Rafael Police Marine Unit could use. The San Rafael Police Marine Unit is considered the regional asset for the area. This equipment is vital to the operation of the patrol boats themselves and is essential for San Rafael Bay and Creek operations as well as operating in San Pablo Bay. While the Marin Sheriff and the United States Coast Guard have assets that could assist, they often call us to assist them since they have extended response times or no availability.

11 g. How and why did you select this particular model? Explain if this is standard equipment or do you need

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

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 makes and models of the equipment identified are considered reliable and the "standard" for our needs and use and were determined using a respected and trusted vendor. The equipment is also backed by industry-leading manufacturers who provide trusted and quality warranties and service.

There is no other less expensive equipment/makes/models due to it being sub-standard for the rigorous needs of our Marine Unit. 20 and 10-year-old versions of these makes/models are what is being requested for replacement.

There are currently no other funding sources available to the police department. The police department's marine unit funding is currently 321% over budget in just this year alone. SRPD has made it a priority to maintain both boats and due to age and maintenance, the ability to have extra funds for these types of equipment currently does not exist.

Misc. Equipment - Informational

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

San Rafael Bay and Creek, San Pablo Bay, and San Francisco Bay

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

May through September 600

October through April 500

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

If YES, complete the table below

List Other Activity (NOT BOATING RELATED ACTIVITY)	Hours per month on average this equipment will be used for other Activity
Community Police Academy Ride-alongs	1
Law Enforcement Investigations (Homicides, Missing Persons, Suicides)	2

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

- Search and rescue
- Enforcement of state and local measures
- Inspection of vessels
- Recovering drowned bodies
- Supervising organized water events

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

BOATING-RELATED ACTIVITY	NUMBER OF TIMES NEEDED LAST YEAR
Missing/overdue boats	5
Kayakers and paddle boarders in distress	24

Drowned bodies	2
Vessels run aground or taking on water	15

Misc. Equipment Items Questions (Navigation/GPS/Chart Plot)

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 following equipment is requested for the "Mission City" and "Rescue 22" patrol boats:

1. Navigation/GPS/Chart Plot Systems - This equipment is required to navigate, operate, and locate people, vessels, obstacles, and hazards. Additionally, this equipment is required to provide constant and accurate location information for situational awareness. This contributes to aiding with the top three identified problem areas of (1) rescue and enforcement of persons not wearing life jackets/PFDs, (2) searching for overdue and lost people and vessels, and (3) search and rescue missions involving missing people and vessels.

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

The navigation/GPS/chart plotting equipment for Mission City patrol boat is 20 years old and is beyond its reasonable life span. Most of the equipment cannot be repaired since parts are no longer available. If the Marine Unit does not replace the old navigation/GPS/Chart plotting equipment on Mission City, it will not be able to remain in-service to focus on the three main identified problem areas, continue to conduct enforcement operations, and respond to search and rescue emergencies.

The equipment for Rescue 22 patrol boat faces the same circumstance as Mission City patrol boat. The navigation/GPS/chart plotting equipment aboard Rescue 22 is ten years old and becoming a maintenance issue due to no or hard-to-find parts. If the equipment fails to function as needed, then Rescue 22 will need to be taken out of service, and it will not be able to focus on the three main identified problem areas, continue to conduct enforcement operations, and respond to search and rescue emergencies.

11 d. Classify this request

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

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

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

The Navigation/GPS/Chart Plot equipment for Mission City and Rescue 22 patrol boat is old and outdated. Both boats will not be able to remain in service when this equipment fails. Both boats will not be able to focus on the three main identified problem areas as well as other missions.

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

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

Activity	Percentage
Boating Safety Activities	45
Search and Rescue Activities	45
Other Activities	10
TOTAL	100.00

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

Mission City and Rescue 22 operate during special events, such as SF Bay Opening Day, Marin Triathlon, and SF Fleet Week, which all require the ability to have navigation and radio equipment.

- 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.

There are limited to no other capabilities that the San Rafael Police Marine Unit could use. The San Rafael Police Marine Unit is considered the regional asset for the area. This equipment is vital to the operation of the patrol boats themselves and is essential for San Rafael Bay and Creek operations as well as operating in San Pablo Bay. While the Marin Sheriff and the United States Coast Guard have assets that could assist, they often call us to assist them since they have extended response times or no availability.

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 makes and models of the equipment identified are considered reliable and the "standard" for our needs and use and were determined using a respected and trusted vendor. The equipment is also backed by industry-leading manufacturers who provide trusted and quality warranties and service.

There is no other less expensive equipment/makes/models due to it being sub-standard for the rigorous needs of our Marine Unit. 20 and 10-year-old versions of these makes/models are what is being requested for replacement.

There are currently no other funding sources available to the police department. The police department's marine unit funding is currently 321% over budget in just this year alone. SRPD has made it a priority to maintain both boats and due to age and maintenance, the ability to have extra funds for these types of equipment currently does not exist.

Misc. Equipment - Informational

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

San Rafael Bay and Creek, San Pablo Bay, and San Francisco Bay.

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

May through September 500

October through April 500

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

If YES, complete the table below

List Other Activity (NOT BOATING RELATED ACTIVITY)	Hours per month on average this equipment will be used for other Activity
Community Police Academy Ride-alongs	1
Law Enforcement Investigations (Homicides, Missing Persons, Suicides)	2

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

- Search and rescue
- Enforcement of state and local measures
- Inspection of vessels
- Recovering drowned bodies
- Supervising organized water events

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

BOATING-RELATED ACTIVITY	NUMBER OF TIMES NEEDED LAST YEAR
Missing/overdue boats	5
Kayakers and paddle boarders in distress	24
Drowned bodies	2
Vessels run aground or taking on water	15

Misc. Equipment Items Questions (VHF Radios and RDF)

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 following equipment is requested for the "Mission City" and "Rescue 22":

1. VHF Radios and RDFs - This equipment is required to receive and relay information between other vessels and rescue assets. It is also used to warn and notify the general public of known hazards or emergencies. To communicate with people and vessels in distress. The RDF assists with locating the last known points of transmission. This will be essential to for work focused on the top three identified problem areas.

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

The equipment for Mission City patrol boat is 20 years old and is beyond its reasonable life span. Most of the equipment cannot be repaired since parts are no longer available. If the Marine Unit does not replace the old VHF Radios and RDF equipment on Mission City, it will not be able to remain in-service to focus on the three main identified problem areas, continue to conduct enforcement operations and respond to search and rescue emergencies.

The equipment for Rescue 22 patrol boat faces the same circumstance as Mission City patrol boat. The VHF radios and RDF equipment aboard Rescue 22 is ten years old and becoming a maintenance issue due to no or hard-to-find parts. If the equipment fails to function as needed, then Rescue 22 will need to be taken out of service, and it will not be able to focus on the three main identified problem areas, continue to conduct enforcement operations, and respond to search and rescue emergencies.

11 d. Classify this request

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

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

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

The VHF Radios and RDF systems for both patrol boats are old and outdated. Both boats will not be able to remain in service when this equipment fails. Both boats will not be able to focus on the three main identified problem areas as well as other missions.

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

Activity	Percentage
Boating Safety Activities	45
Search and Rescue Activities	45
Other Activities	10
TOTAL	100.00

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

Mission City and Rescue 22 operate during special events, such as SF Bay Opening Day, Marin Triathlon, and SF Fleet Week, which all require the ability to have navigation, RADAR, and radio equipment.

- 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? 5

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 limited to no other capabilities that the San Rafael Police Marine Unit could use. The San Rafael Police Marine Unit is considered the regional asset for the area. This equipment is vital to the operation of the patrol boats themselves and is essential for San Rafael Bay and Creek operations as well as operating in San Pablo Bay. While the Marin Sheriff and the United States Coast Guard have assets that could assist, they often call us to assist them since they have extended response times or no availability.

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 makes and models of the equipment identified are considered reliable and the "standard" for our needs and use

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

and were determined using a respected and trusted vendor. The equipment is also backed by industry-leading manufacturers who provide trusted and quality warranties and service.

There is no other less expensive equipment/makes/models due to it being sub-standard for the rigorous needs of our Marine Unit. 20 and 10-year-old versions of these makes/models are what is being requested for replacement.

There are currently no other funding sources available to the police department. The police department's marine unit funding is currently 321% over budget in just this year alone. SRPD has made it a priority to maintain both boats and due to age and maintenance, the ability to have extra funds for these types of equipment currently does not exist.

Misc. Equipment - Informational

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

San Rafael Bay and Creek, San Pablo Bay, and San Francisco Bay

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

May through September 600

October through April 500

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

If YES, complete the table below

List Other Activity (NOT BOATING RELATED ACTIVITY)	Hours per month on average this equipment will be used for other Activity
Community Police Academy Ride-alongs	1
Law Enforcement Investigations (Homicides, Missing Persons, Suicides)	2

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

- Search and rescue
- Enforcement of state and local measures
- Inspection of vessels
- Recovering drowned bodies
- Supervising organized water events

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

BOATING-RELATED ACTIVITY	NUMBER OF TIMES NEEDED LAST YEAR
Missing/overdue boats	5
Kayakers and paddle boarders in distress	24
Drowned bodies	2
Vessels run aground or taking on water	15

Misc. Equipment Items Questions (Thermal Imaging Camera)

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)

Mission City patrol needs the following:

1. Thermal imaging camera system - This equipment is required for search and rescue missions. This equipment will aid in the identified problem areas of (2) searching for missing people and vessels, and (3) search and rescue missions involving missing people and vessels.

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

The equipment for Mission City patrol boat is 20 years old and is beyond its reasonable life span. Most of the equipment cannot be repaired since parts are no longer available. If the Marine Unit does not replace the old thermal imaging camera equipment on Mission City, it will be limited or unable to properly function as a search and rescue asset. The majority of search and rescue missions seem to occur during low visibility or nighttime. The equipment greatly assists in extending search capabilities.

11 d. Classify this request

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

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

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

The thermal imaging equipment for Mission City patrol boat is very old and likely to fail at any time. Mission City will be limited and unable to support low-visibility/night-time search and rescue missions.

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

Activity	Percentage
Boating Safety Activities	20
Search and Rescue Activities	80
Other Activities	0
TOTAL	100.00

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

Potentially for law enforcement missions involving searches for suspects during case and arrest missions.

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

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.

There are limited to no other capabilities that the San Rafael Police Marine Unit could use. The San Rafael Police Marine Unit is considered the regional asset for the area. This equipment is vital to the operation of the patrol boats themselves and is essential for San Rafael Bay and Creek operations as well as operating in San Pablo Bay. While the Marin Sheriff and the United States Coast Guard have assets that could assist, they often call us to assist them since they have extended response times or no availability.

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 makes and models of the equipment identified are considered reliable and the "standard" for our needs and use and were determined using a respected and trusted vendor. The equipment is also backed by industry-leading manufacturers who provide trusted and quality warranties and service.

There is no other less expensive equipment/makes/models due to it being sub-standard for the rigorous needs of our Marine Unit. 20 and 10-year-old versions of these makes/models are what is being requested for replacement.

There are currently no other funding sources available to the police department. The police department's marine unit funding is currently 321% over budget in just this year alone. SRPD has made it a priority to maintain both boats and due to age and maintenance, the ability to have extra funds for these types of equipment currently does not exist.

Misc. Equipment - Informational

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

San Rafael Bay and Creek, San Pablo Bay, San Francisco Bay

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

May through September 40

October through April 40

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

If YES, complete the table below

List Other Activity (NOT BOATING RELATED ACTIVITY)	Hours per month on average this equipment will be used for other Activity
Law Enforcement Investigations (Homicides, Missing Persons, Suicides)	2

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

- Search and rescue
- Enforcement of state and local measures
- Inspection of vessels
- Recovering drowned bodies

- Supervising organized water events

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

BOATING-RELATED ACTIVITY	NUMBER OF TIMES NEEDED LAST YEAR
Missing/overdue boats	5
Kayakers and paddle boarders in distress	24
Vessels run aground or taking on water	15

Misc. Equipment Items Questions (Side Scanning SONAR)

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)

Mission City boat patrol needs the following:

1. Side scanning SONAR - This equipment is required for submerged vessels, bodies, vehicles, and artifacts. This will aid with (3) search and rescue missions involving missing people and vessels.

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

The equipment for Mission City patrol boat is 20 years old and is beyond its reasonable life span. Most of the equipment cannot be repaired since parts are no longer available. If the Marine Unit does not replace the old side scanning SONAR equipment on Mission City, it will not be able to conduct or support search and rescue and law enforcement-specific missions where this equipment has been found to be essential in homicides, vehicles into the water, downed aircraft, body recovery, and article searches. Mission City patrol boat is considered a regional asset for this equipment.

11 d. Classify this request

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

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

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

The side scanning SONAR equipment for Mission City patrol boat is very old and likely to fail at any time. Mission City will be limited and unable to conduct search and rescue missions, such as drowned bodies, vehicles into the water, downed aircraft, article searches, and more.

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

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

Activity	Percentage
Boating Safety Activities	0
Search and Rescue Activities	100
Other Activities	0
TOTAL	100.00

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

It can be used to support law enforcement missions involving suspicious incidents and case investigations. Additionally, we will be able to provide a regional asset for other partnering agencies.

- 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.

There are limited to no other capabilities that the San Rafael Police Marine Unit could use. The San Rafael Police Marine Unit is considered the regional asset for the area. This equipment is vital to the operation of the patrol boats themselves and is essential for San Rafael Bay and Creek operations as well as operating in San Pablo Bay. While the United States Coast Guard have assets that could assist, they often call us to assist them since they have extended response times or no availability.

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 makes and models of the equipment identified are considered reliable and the "standard" for our needs and use and were determined using a respected and trusted vendor. The equipment is also backed by industry-leading manufacturers who provide trusted and quality warranties and service.

There is no other less expensive equipment/makes/models due to it being sub-standard for the rigorous needs of our Marine Unit. 20 and 10-year-old versions of these makes/models are what is being requested for replacement.

There are currently no other funding sources available to the police department. The police department's marine unit funding is currently 321% over budget in just this year alone. SRPD has made it a priority to maintain both boats and due to age and maintenance, the ability to have extra funds for these types of equipment currently does not exist.

Misc. Equipment - Informational

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

San Rafael Bay and Creek, San Pablo Bay, San Francisco Bay

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

May through September 5

October through April 5

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

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

If YES, complete the table below

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

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

- Search and rescue
- Enforcement of state and local measures
- Inspection of vessels
- Recovering drowned bodies
- Supervising organized water events

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

BOATING-RELATED ACTIVITY	NUMBER OF TIMES NEEDED LAST YEAR
Missing/overdue boats	5
Drowned bodies	2

12 Previous BSEE Grants

	FY 21/22	FY 20/21	FY 19/20
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	0.00
Other Revenue:	
a) Other local revenue sources: (Example: launching facilities, campgrounds, parking, anything that goes toward marine patrol support)	0.00
b) Any State boating funding sources, including DBW subvention/financial aid:	0.00
TOTAL ANNUAL BOATING INCOME IN YOUR OPERATING BUDGET	0.00
TOTAL EXPENDITURES FOR BOATING SAFETY AND ENFORCEMENT	22,000.00

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

If NO, state percentage of remaining funds.

Budget Detail for Boating Safety and Enforcement Equipment Grant - FY 2023 / 24

Agency: City of San Rafael

Application: Boating Safety and Enforcement Equipment Grant - FY 2023 / 24

	Line Item	Qty	Rate	UOM	Total	Req Amount
1	Patrol Boat					
2	Equipment					
	RADAR Systems	2.0000	9151.500	SET	18,303.00	18,303.00
	Navigation/GPS/Chart Plot	2.0000	14706.000	SET	29,412.00	29,412.00
	VHF Radios and RDF	2.0000	14192.000	SET	28,384.00	28,384.00
	Thermal Imaging Camera	0.0000	0.000	SET	0.00	0.00
	Side Scanning SONAR	0.0000	0.000	SET	0.00	0.00
Total for Equipment					76,099.00	76,099.00
3	Adjustment					
TOTAL EXPENDITURES					76,099.00	76,099.00

Budget Summary for Boating Safety and Enforcement Equipment Grant - FY 2023 / 24
 Agency: City of San Rafael
 Application: Boating Safety and Enforcement Equipment Grant - FY 2023 / 24

	Category	Total	Req Amount	Narrative
1	Patrol Boat	0.00	0.00	
2	Equipment	76,099.00	76,099.00	
3	Adjustment	0.00	0.00	
TOTAL EXPENDITURES		76,099.00	76,099.00	

Applicant Certification

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

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

Name: Justin Graham

Title: Police Sergeant

Date Signed: 04/27/202

3