



# RESOLUTION No. 25-168

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION AUTHORIZING THE PURCHASE OF A BOATING VESSEL IN THE AMOUNT OF \$151,989.50 FROM ROGUE JET BOATWORKS, INC., OF WHICH \$150,000 IS TO BE REIMBURSED BY A BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANT WITH THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, AND REQUEST ACCEPTANCE AS A CAPITAL ASSET

WHEREAS, in September 2024, the California Department of Parks and Recreation, Division of Boating and Waterways, advised the Nevada County Sheriff's Office that it had awarded \$150,000 in equipment grant money for the purchase of a new Sheriff's Office Patrol Boat; and

WHEREAS, in October 2024, the Board of Supervisors accepted the grant award via Resolution 24-528; and

WHEREAS, following a competitive bid process, such funds can be used to purchase a new Sheriff's Office Patrol Boat for safety and enforcement purposes, including search and rescue missions on public waterways that will replace a Sheriff boating vessel that was decommissioned in 2023; and

WHEREAS, the Sheriff's Office, with the assistance of Nevada County Purchasing, solicited competitive bids for the boating vessel and, of the four bids received, Rogue Jet Boatworks, Inc.'s bid was selected; and

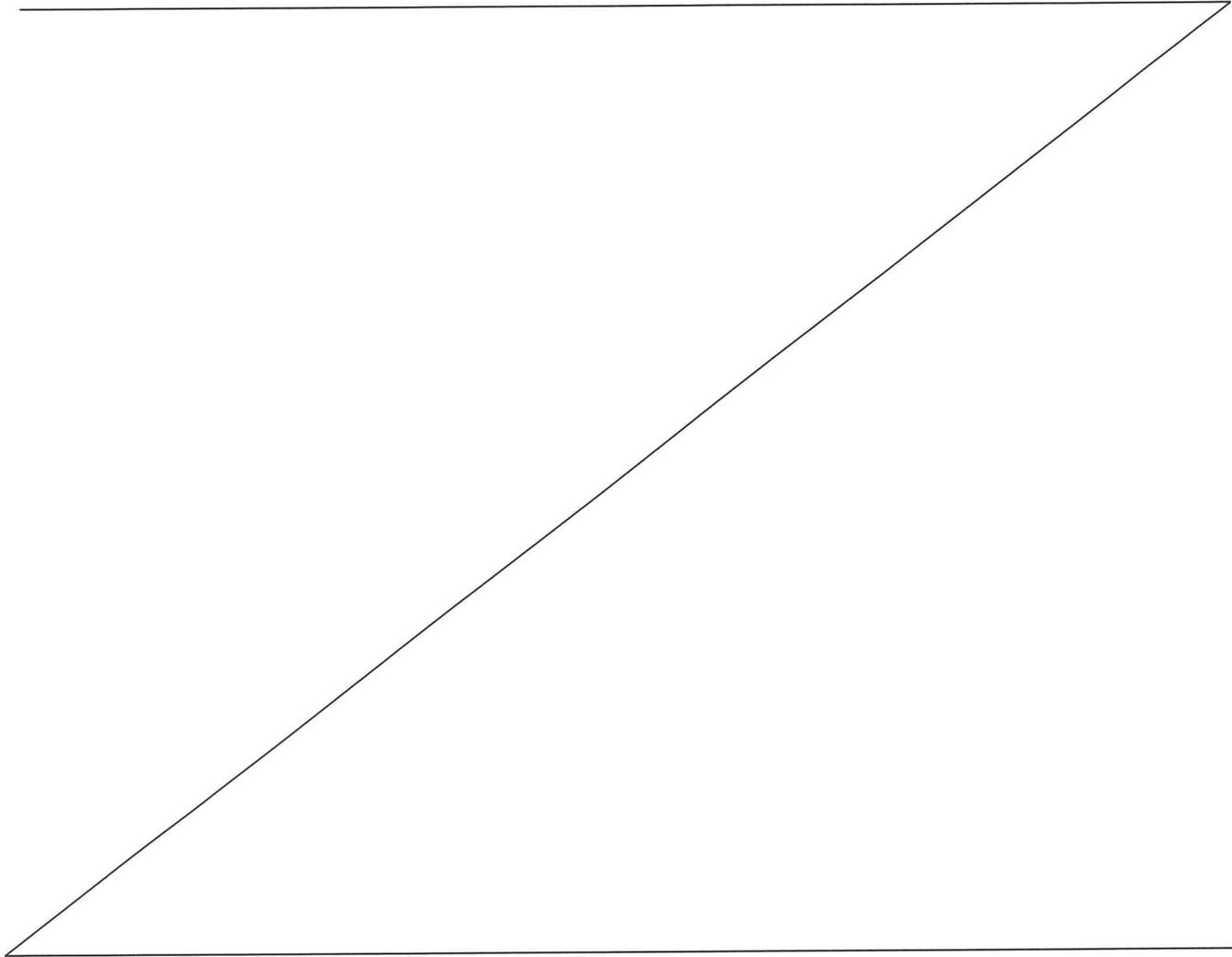
WHEREAS, the California Department of Parks and Recreation, Division of Boating and Waterways has provided written notice of its approval of the winning bid.

THEREFORE, BE IT RESOLVED that the Nevada County Board of Supervisors, on behalf of the County of Nevada hereby:

1. Approves the Sheriff's Office's purchase of the boating vessel from Rogue Jet Boatworks, Inc., in the amount of \$151,989.50; and
2. Authorizes the Purchasing Agent to encumber the funds, issue a purchase order and sign any documents related to the purchase; and
3. Approves the boating vessel as a capital asset.

Revenue: 0101 20201 152 1000 444770

Expense: 0101 20201 152 1000 540600



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of May 2025, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.
- Noes: None.
- Absent: None.
- Abstain: None.
- Recuse: None.

ATTEST:

TINE MATHIASEN  
Chief Deputy Clerk of the Board of Supervisors

By: *Laura Cecchi*

*Heidi Hall*  
Heidi Hall, Chair



**COUNTY OF NEVADA  
CAPITAL ASSET BUDGET REQUEST**

**TYPE OF REQUEST:**

- Infrastructure Improvements and Preservation
- Building Structures & Improvements - Please identify building: \_\_\_\_\_
- Land: Rights of Way, Easements & Land Improvements
- Equipment: Technological - *Information Systems approval date:* \_\_\_\_\_
- Equipment: Automotive
- Equipment: Office, Furniture & Fixtures
- Equipment: Other:

Fiscal Year: 2024-25  
 Dept Name: Sheriff's Office  
 Fund: 0101  
 SBU: 20201  
 Office2: 152  
 Sub-Service: 1000  
 PCN: 15200000  
 Acct Code: 540600

**IMPORTANCE OF CAPITAL ASSET:**     Urgent     Necessary     Desirable

**PRIORITY RANKING OF CAPITAL ASSET:** \_\_\_\_\_ out of \_\_\_\_\_ Total Department Requests

**JUSTIFICATION FOR CAPITAL ASSET** (Attach additional pages as necessary)

Nevada County Sheriff's Office has received a California Boating and Waterways Equipment Grant to replace a decommissioned boating vessel  
 Following a competitive procurement process, Rogue Jet Boatworks Inc. bid was selected at \$151,989.50

**FUNDING SOURCE FOR CAPITAL ASSET**

|  |  |  |                               |                                    |
|--|--|--|-------------------------------|------------------------------------|
| <b>1. Is this grant-funded?</b>  | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <b>Granting Agency:</b> CA Dept of Boating and Waterways | <b>BOS Reso. #</b> Res 24-528 | <b>Accepting Grant:</b> Res 24-528 |
| <b>Other funding source:</b>   |  |  |                               |                                    |
| <b>2. What is the general fund and/or other fund balance dollar impact?</b>  |  |  |                               |                                    |
| [ ] None <input checked="" type="checkbox"/> As follows:   |  |  |                               | <b>1,989.50</b>                    |
| <b>3. Who will technically own this asset?</b> <input type="checkbox"/> County of Nevada <input checked="" type="checkbox"/> Granting Agency |  |  |                               |                                    |
| <b>Notes regarding ownership:</b> State shall be the legal owner and the County shall be the registered owner.                               |  |  |                               |                                    |
| <i>Notes regarding funding (including deadlines)</i>   |  |  |                               |                                    |

**CAPITAL ASSET ITEMIZED COSTS - Estimated**

| Item           | Quantity |   | Unit Cost | Sales Tax | Shipping | Installation | Other Cost | Total Cost          |
|----------------|----------|---|-----------|-----------|----------|--------------|------------|---------------------|
| Boating Vessel | 1        | @ | \$137,200 | \$12,390  | \$2,400  |              |            | \$151,989.50        |
|                |          | @ |           | \$0       |          |              |            | \$0                 |
|                |          | @ |           | \$0       |          |              |            | \$0                 |
|                |          | @ |           | \$0       |          |              |            | \$0                 |
|                |          | @ |           | \$0       |          |              |            | \$0                 |
| <b>TOTAL:</b>  |          |   |           |           |          |              |            | <b>\$151,989.50</b> |

*Please attach documentation (ISSB approval minutes, quotes, etc.)*

**APPROVED BY:**

Prepared by: Georgette Aronow    Date: 4/25/2025    Dept. Head Signature: \_\_\_\_\_    Date: \_\_\_\_\_  
 Phone: X-1592    CEO Analyst Signature: \_\_\_\_\_    Date: \_\_\_\_\_

*CEO Staff use only*

**Notes:** \_\_\_\_\_    Initials \_\_\_\_\_ Date \_\_\_\_\_  
 \_\_\_\_\_    [ ] Denied  
 \_\_\_\_\_    [ ] Approved \$ \_\_\_\_\_  
 Capital Asset Approval # \_\_\_\_\_

**County of Nevada  
Information & General Services Department  
Purchasing Division**



**NEVADA  
COUNTY  
CALIFORNIA**

**Invitation for Bid No. 195438**

**For**

**Aluminum Patrol/Rescue Boat and Trailer**

**Date issued: Tuesday, December 17, 2024**

**Bids Due: 2:00 PM, Thursday, January 16, 2025**

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### **BACKGROUND**

On behalf of the Nevada County Sheriff's Office, the Nevada County Purchasing Agent, hereinafter referred to as the "County," is seeking bids for the purchase of an aluminum-hull patrol boat and trailer, designed to support law enforcement search-and-rescue and patrol operations on the waterways of Nevada County, California, and surrounding areas.

### **INQUIRIES**

Direct all inquiries regarding the bid process or bid submissions to:

Justin Howell, Buyer  
Nevada County Purchasing Division  
950 Maidu Avenue  
Nevada City, CA 95959  
(530) 557-0146  
[justin.howell@nevadacountyca.gov](mailto:justin.howell@nevadacountyca.gov)

**ATTACHMENT A: INSTRUCTIONS TO BIDDERS**

**Bidders are advised to read these instructions and all other attachments to this bid prior to submitting a bid response. Complete all yellow fields in this Attachment and submit this Attachment with your bid response.**

**BIDDER (COMPANY NAME):**

Rogue Jet Boatworks, Inc.

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**1. PRICING**

Bidder shall indicate pricing for each bid line item as specified in the Bid Sheet (Attachment C). Bidder's pricing shall be inclusive of all anticipated costs. No additional charges shall be allowed.

**2. PRIMARY CONTACT PERSON**

Bidder must provide a primary contact person provided in the space below. Contractor shall not change the primary contact person without prior written notification to the designated County contact

**Name:** Bruce C. Wassom, President

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**Email:** bruce@roguejet.com

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**3. REFERENCES**

Please refer to Attachment C.

**4. BID EVALUATION AND AWARD**

This bid shall be awarded in the best interest of the County to the lowest responsive bidder whose bid complies with the requirements set forth herein. Bids shall be evaluated on the basis of the sum of the extended prices of all bid line items calculated in accordance with the bid line item prices. Applicable sales tax shall be considered in the evaluation and comparison of bids. The County's determination of the lowest responsive bid shall be final. County reserves the right to determine that a lowest responsive bid may be based on an average of multiple line item prices. The County reserves the right to award one or more contracts if determined to be in the best interest of the County.

**5. SUBMITTING BID RESPONSES**

Bidders are strongly encouraged to submit their bid responses online via Public Purchase; however, bidders may choose to submit hardcopy bid responses. Bid responses which are missing required information may be rejected as non-responsive.

**6. QUESTIONS**

Submit all questions concerning this bid online in Public Purchase in the Question/Answer section of this bid. Nevada County makes no assurances that questions received within five days of the bid end date will be answered prior to opening of bids.

**TERMS AND CONDITIONS FOR BIDS & PRICE QUOTES**

The following provisions are hereby made a part of this bid or price quote by reference and attachment to the Invitation for Bids or Request for Price Quotes document. By submission of a bid, bidder does agree if the bid is accepted within 90 calendar days from the date of opening, to furnish to furnish the product(s) and/or service(s) pursuant to these conditions. In the event of a contract award pursuant to this bid, performance by the successful bidder of any or all of the services, or delivery of any or all of the products defined herein, shall constitute acceptance of all terms, conditions and requirements of the resulting agreement.

**WARNING:** It is the bidder's responsibility to monitor the County's website for possible addenda to this bid to inform him/herself of the most current specifications, terms, and conditions (see also Section 4 below), and to submit his/her bid in accordance with the original bid requirements and all addenda. All available bids and related addenda can be found at: <https://www.mynevadacounty.com/734/Purchasing#RFP> Failure of bidder to obtain this information shall not relieve him/her of the requirements contained therein. Additionally, failure of bidder to respond to any addenda, when required, may be cause for rejection of his/her bid.

1. **SUBMISSION OF BIDS.** Bids shall be submitted to the Purchasing Division either online, by using the Nevada County eProcurement System, or in hard-copy form (see below for instructions). All bids must be submitted prior to the date and time specified in this solicitation. Bids shall be submitted by an employee who is authorized to commit his/her firm or organization to the provisions of the bid. Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder.

**Online Bid Response:** If you choose to submit your bid response online via the Public Purchase website:

1. Download the **Instructions to Bidders (Attachment A)**, complete and save the document, then upload and save the completed document to your online bid in Public Purchase.
2. Enter pricing for each bid line item online in Public Purchase.
3. Save and submit the bid online.
4. Submission of the Hardcopy Bid Response Cover Sheet (Attachment D) is not required for online submissions.

**SUBMISSION OF HARD-COPY BIDS.** Bidders who wish to submit bids in hard-copy form in lieu of using the Nevada County eProcurement System shall submit their bids to the Purchasing Division, 950 Maidu Ave Ste # 129, Nevada City, CA 95959, between the hours of 8:00 am and 5:00 PM (Pacific), Monday through Friday (excluding County holidays). Hard-copy bids shall be submitted in a sealed envelope which clearly identifies the bid number, commodity, and closing date and time. Bids shall be submitted on the bid forms provided by the County, which may be downloaded from the eProcurement System or obtained from the Purchasing Office. Hard-copy bids must be signed by an authorized employee of the firm. The County shall not be

**Attachment A  
Instructions to Bidders**

responsible for bids delivered to a person/location other than that specified herein. Bids shall be in ink or typewritten and all changes and/or erasures shall be initialed and dated in ink

**Hardcopy (Manual) Bid Response:** If you choose to submit a hardcopy bid response, then complete all documents below and submit the documents in a sealed and labeled envelope:

1. **Instructions to Bidders (Attachment A)**
2. **Vendor Response Bid Sheet (Attachment C) (Enter pricing and responses for each bid item online, save, click on "Download Items File", then print)**
3. **Hardcopy Bid Response Cover Sheet (Attachment D)**

**Bidders are required to provide at least three (3) references for whom aluminum patrol boats of a similar size and type have been manufactured. References to include the name of the organization, contact person, and telephone number, Attachment C.**

**Any exceptions to the specifications, terms, or conditions of this solicitation shall be clearly indicated by bidder, without obliterating the original text or images contained herein.**

**WARNING: Late bids or unsigned bids shall not be accepted under any circumstances. Facsimile or telephone bids shall not be accepted.**

2. **AMENDMENTS TO THE BID.** Any amendment to this bid is valid only if in writing and issued by the Nevada County Purchasing Division.
3. **REQUESTS FOR CLARIFICATION/INFORMATION.** Bidders are instructed to contact the Nevada County Buyer/Contact Person(s) specifically identified in this bid for further clarification or information related to the specifications, terms, conditions, or evaluation of this bid. Information provided by other than the named contact person may be invalid, and responses which are submitted in accordance with such information may be declared non-responsive. Additionally, contacts made with other County staff in an attempt to circumvent or interfere with the County's standard bidding and evaluation practices may be grounds for disqualification of the bidder.
4. **NON-COLLUSION.** The bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
5. **CONFLICT OF INTEREST.** Bidder states that no County officer or employee, nor any business entity in which they have an interest, has an interest in the bid awarded or has been employed or retained to solicit or aid in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract.
6. **AWARD.** The contract may be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation for Bid. In determining whether a bid is lowest and responsive, and the bidder responsible, the following may be considered by the County:  
a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the contract; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the bidder

**Attachment A  
Instructions to Bidders**

is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the bidder's taxes or assessments are delinquent; i) The resale value and life cycle costs of the items; j) Such other information as identified in the Purchasing Policy Manual having bearing on the decision to make the award. The award analysis may also include consideration for Local Vendor Preference (per Section 13 below) The County reserves the right to reject any and all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the County. The County also reserves the right to reject the bid of a bidder who has previously failed to perform properly. The County may award bids by line item, category, or on an all-or-none basis.

7. **SAMPLES.** Samples of items, when required, must be furnished free of expense to Nevada County and if not destroyed by tests will, upon request, be returned at bidder's expense. Samples of selected items may be retained for comparison.
8. **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.** Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are intended only to identify the quality level desired. They are not intended to limit competition. The bidder may offer any equivalent product, which meets or exceeds the specifications. If bids are based on equivalent products, the bids must: 1) Indicate on the bid form the alternate manufacturer's name and catalog number; 2) Include complete descriptive literature and/or specifications; 3) Include proof that the proposed equivalent shall meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable. If bidder fails to name a substitute, goods identical to the bid standard must be furnished.
9. **TAXES.** Nevada County is exempt from Federal Excise Tax; an exemption certificate will be furnished upon request. Nevada County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.
10. **DELIVERY.** All prices bid must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
11. **FIXED CONTRACT QUANTITIES.** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents.
12. **LOCAL VENDOR PREFERENCE.** A local preference credit of 5.0% for Nevada County businesses will be permitted when evaluating bids for supplies, equipment and materials that are not part of a public project. Bidders claiming local vendor preference must submit an Affidavit of Eligibility with their bid, unless an authorized affidavit is already on file. Preference criteria and affidavit forms are available on our website at:  
<https://www.mynevadacounty.com/734/Purchasing#RFP>
13. **OTHER AGENCIES.** The successful vendor shall agree to extend Nevada County contract prices and terms to other governmental agencies. Any contract resulting from this requirement shall be executed by the successful vendor and the other agency. Nevada County will not be a party to "other agency" contracts.
14. **PROTEST AND APPEAL PROCESS.** Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Information and General Services in the manner prescribed by Section 6.0 of the

**Attachment A**  
**Instructions to Bidders**

Nevada County Purchasing Policy. The protest shall be submitted in writing to the Director of Information and General Services within five County business days after such aggrieved person or company knows or should have known of the facts giving rise thereto.

15. **RECYCLED PRODUCT PREFERENCE.** A preference of 10% will be given to bids for products meeting the definition of recycled product cited in Public Contract Code Sections 22150 - 22154.
16. **DARFUR CONTRACTING ACT.** By submitting a bid, the Contractor agrees to comply with the provisions of the Darfur Contracting Act of 2008 (California Public Contract Code, Section 10475 et seq.) as it pertains to any contract resulting from this Invitation for Bid (IFB). Additional information can be found here: [California Department of General Services](#)
17. **PATENT INFRINGEMENT.** Supplier shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney's fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.
18. **VENDOR FINANCIAL STABILITY.** If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal. In accordance with Section 4.4.1(e)(6) of the Nevada County Purchasing Policy and paragraph 7 of this document, the County may use information regarding a bidder's financial responsibility when making an award determination.

The County reserves the right to take any action available if it discovers a failure to provide such information to the County, including but not limited to, a determination that the vendor should be declared non-responsive and/or non-responsive, and suspension or debarment of the vendor, in accordance with the processes defined in the Nevada County Purchasing Policy.

By submitting a bid/proposal in response to this solicitation, the vendor agrees that if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect and that it will provide the County any relevant information requested in order for the County to determine whether the vendor has the financial ability to meet its obligations to the County.

**ATTACHMENT B: SPECIFICATIONS**

**1. GENERAL REQUIREMENTS AND BIDDER SPECIFICATIONS**

Sealed bids are requested for one (1) Rigid Hull Aluminum Patrol Boat and Trailer, measuring 21 to 22 feet in hull length. The boat should feature a vee-bottom, bow-rider design with walk-through cabin access to the bow. The vessel shall be designed with a partially enclosed half-cabin with sliding windows on the port and starboard side and a drop-down curtain at the rear. The boat should be powered by dual 200 HP outboard motors, or an equivalent engine configuration that provides a minimum maximum speed of 45 MPH. The vessel must be equipped with dual consoles, with the steering and helm located on the starboard side.

The vessel must be suitable for law enforcement, search-and-rescue operations, and patrol functions on the waterways within and surrounding Nevada County. The boat and trailer configuration, balance, and construction must ensure stability and maneuverability at all speeds, under varying wind, water, depth, and wave conditions typically encountered in the rivers, lakes, and waterways of Nevada County. Water conditions may range from flat to 2-3-foot waves caused by boating traffic and wind. Several of the lakes are located at high altitudes, approximately 6,000 feet. Additionally, the boat will occasionally be deployed in heavy storms.

The primary function of the boat will include general lake patrols, search and rescue operations for possible drownings and lost individuals, rescue of stranded vessels, towing other boats over several miles, and conducting vessel inspections by tying off to other boats. The boat will be used for both nighttime and daytime patrol/rescue operations. It will be deployed on regular 10-hour shifts, with potential extensions to 18-hour shifts, and is expected to be in use for approximately 400 hours per season. Operations will be seasonal, with peak usage occurring during the summer months. The boat will be trailered to various locations, including narrow county roads, and will not be moored permanently.

It is intended that the manufacturer, when selecting components, materials, and design practices for the specified vessel, shall use those which are the best available in the industry for the type of operation and conditions for which the vessel shall be subjected. All components, materials and design practices shall be selected to give maximum performance, service life and safety and do not merely reflect the minimum requirements of the specifications.

Bids must include all costs of the finished vessel including labor, materials, and all other costs for a completely operational vessel upon receipt. The bid shall include any and all applicable sales and or use taxes and California Department of Motor Vehicles registration fees.

Warranties will include:

- **Engine and Pump:** Full manufacturer's warranty
- **Hull:** Minimum 1—year warranty on materials and workmanship
- **Equipment:** Manufacturer's warranty or as required by California law

**All work done, when and where governed, must comply with current USCG, NMMA and ABYC Regulations.**

Owner's and service manuals for all applicable components shall be provided with the boat and trailer upon delivery.

The successful bidder must be a recognized manufacturer of heavy aluminum watercraft who has been in business continuously for a minimum of 24 months prior to the bid opening date.

All equipment and components listed as standard by the manufacturer for the model quoted shall be furnished whether or not such items are detailed herein (e.g. **special wrenches, tool kits, jacks adequate to safely lift the vessel when loaded to rated capacity, etc.**)

The County shall not accept any part, component or system which is not an established standard product of the manufacturer (e.g. "prototypes", "experimental", etc.)

The bidder shall list on a separate sheet any variations from or exceptions to the conditions, requirements or specifications of this document. This sheet shall be labeled "**Exceptions to Bid Conditions and Specifications**" and shall be attached to the bid form. It is not the intent of these specifications to restrict a manufacturer's ingenuity in design or to conflict with the standard marine construction practices.

- 1.1 A representative from the Nevada County Sheriff's Office will have advance notice from the manufacturer of various stages of construction.
- 1.2 The successful bidder shall deliver the completed vessel and trailer to a location designated by Nevada County and shall provide a minimum of one eight-hour training session of operation and maintenance instruction for designated Sheriff personnel.
- 1.3 The original dealer's Report of Sale along with a Certified Weight Certificate shall be furnished to the consignee at the time of delivery of the vessel.
- 1.4 Bidders must comply with Disabled Veterans Business Enterprise (DVBE) requirements, Recycling Certification, Contractor Certification Clauses, and CONTACTORS CERTIFICATION CLAUSES. Supporting documents are included in this bid package provided in **EXHIBIT A** through **EXHIBIT C**.
- 1.5 The vendor shall have **one hundred twenty (120) calendar days** to build and deliver the completed vessel and trailer to the location agreed upon. The 120 days shall begin on the date the purchase order contract is signed between the vendor and the County of Nevada. There shall be a monetary penalty for each day beyond the set delivery date. Penalty terms will be discussed and agreed upon at time of order.
- 1.6 Boat and trailer are to be delivered F.O.B. destination, where the destination will be a location within Nevada County to be determined, within no more than one hundred and twenty (120) calendar days from date of order.

1.7 Acceptance of delivery by County will be conditional upon the boat being demonstrated to be operational and meeting all the requirements of the purchase contract.

## **1. GENERAL CONSTRUCTION SPECIFICATIONS**

- 1.1. All materials and equipment must be new, marine-grade, and comply with federal and industry standards for material quality and installation.
- 1.2. The hull shall be constructed from marine-grade aluminum.
- 1.3. The hull shall be welded with continuous welds on both the inside and outside of all seams. Rivets are not permitted.
- 1.4. All fastenings through or to the hull must be aluminum or 300-series stainless steel. If stainless steel is used, it must be isolated from the aluminum.
- 1.5. The maximum beam width of the boat shall not exceed 8 feet 6 inches.
- 1.6. All deck hardware shall be marine grade.
- 1.7. The exterior of the vessel shall be painted or vinyl-wrapped, featuring department badges and sheriff lettering. If painted, the bottom paint must meet current California and federal environmental standards.
- 1.8. The windshield must be made from safety glass and include wipers.
- 1.9. The boat shall be equipped with a swim platform.
- 1.10. Blue emergency lighting, including dual spotlights, dock lights, and a siren, must be installed.

## **2. ELECTRICAL SPECIFICATIONS**

- 2.1. The boat must include internationally compliant, U.S. Coast Guard-approved navigational lights (marine-grade).
- 2.2. The boat shall be equipped with dual marine-grade batteries installed at the stern.
- 2.3. The following gauges must be installed:
  - Hour meter
  - Tachometer
  - Voltmeter
  - Water temperature

2.4. Heater vents must be installed inside the cabin/helm area powered by an onboard diesel heater.

2.5. The boat shall be equipped with sonar equipment from a reputable manufacturer, including:

- One screen for charts, sonar, and radar overlay, placed near the helm
- A larger screen for primary sonar use, located on the passenger side
- A radar system

2.6. A/C power outlets must be installed in both the cockpit and at the stern of the vessel, powered by an onboard inverter.

### **3. INTERIOR SPECIFICATIONS**

3.1. The helm must be located on the starboard side, with a captain's chair for the operator and a front passenger seat. Two bench seats must be placed behind the helm and passenger seats.

3.2. The deck and other areas must be insulated to ensure the dBA at the operator's console does not exceed 90 dBA.

3.3. A locking glovebox must be located on the passenger (port) side.

3.4. Storage compartments must be integrated along the gunwales.

### **4. STEERING AND CONTROL SPECIFICATIONS**

4.1. The boat's steering system must be hydraulic for the outboard motors.

### **5. FUEL SYSTEM SPECIFICATIONS**

5.1. All installations and materials must comply with minimum federal specifications.

5.2. The fuel tank must be constructed from marine-grade aluminum, pressure-tested, and certified.

### **6. ENGINE SPECIFICATIONS**

6.1. The engine must be a new marine engine.

6.2. The engine must meet California state exhaust emissions limitations at 50 feet.

6.3. The engine noise level must not exceed 90 dBA at the operator's console.

6.4. All sound-deadening materials must be fire-retardant.

**7. PROPULSION SPECIFICATIONS**

- 7.1. The boat shall be powered by dual outboard motors, each with 200 HP, or an equivalent system that ensures a minimum top speed of 45 MPH.

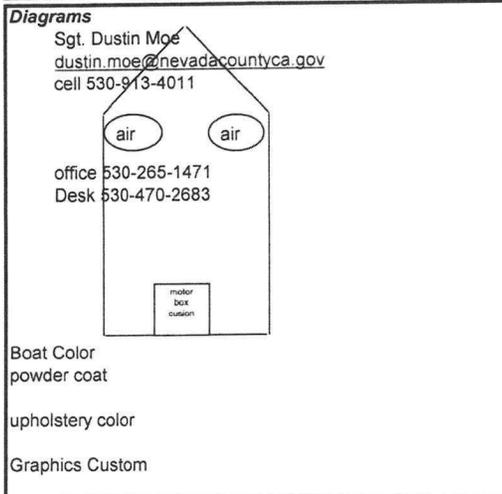
**8. TRAILER SPECIFICATIONS**

- 8.1. The trailer must meet all federal and SAE requirements.
- 8.2. The trailer's capacity must exceed the weight of the fully fueled and equipped boat.
- 8.3. The trailer must be equipped with bunks (not rollers).
- 8.4. The trailer shall be hot-dipped (galvanized).
- 8.5. The trailer must include bearing buddies and a spare tire affixed to the trailer.
- 8.6. The tongue jack must have a wheel strong enough to accommodate the tongue.

Customer Nevada County Sheriff Department  
 Phone  
 email



2845 Merry Lane  
 White City, Oregon  
 97503



Boat Color powder coat  
 upholstery color  
 Graphics Custom

**Standard Features**

Guardian Aluminum tandem axle trailer- disc brakes both axles, UHMW bunks & side guides  
 225X15 10 ply radial tires, LED lights, Vault oil bath hubs  
 Spare tire, wheel, and mount to trailer  
 4,200 each axle  
 "V" block on trailer

Powder coat  
 Horn  
 Navigation Lights  
 Marine vinyl floor  
 Dual Bilge Pumps and auto switch (1,250 gph)

Port and Starboard panoramic windshield Wipers (2)  
 12 volt Power Point  
 Locking glove box with grab handle  
 Water Separator  
 Instrument Panel - Fuel, hours, volts, temp, oil pressure, with oil/temp alarm system  
 Bow rope guide with jam cleat  
 2 welded cup holders

Diamond Plate (step deck, trim, fore deck)  
 Engine Heat Exchanger

Heavy duty bracing around engine and jet  
 Transducer bracket  
 4 heavy duty lifting/turning strakes  
 10 year government warranty on hull  
 Paint all diamond plate

**NOTE: Boat bottom length is 25.6" with extended outboard bracket**

We are a member of the National Marine Manufacturers Association (NMMA) Both our boats and trailers are certified by the NMMA (MANY MANUFACTURERS ARE NOT CERTIFIED)  
 Our boats and trailers also comply to all USCG and ABYC regulations

**Specifications**

|                           |                    |
|---------------------------|--------------------|
| Model                     | Coastal 22' "2025" |
| Length                    | 22 feet            |
| Beam                      | 102"               |
| Side Height               | 36 inches          |
| Bottom Width              | 78"                |
| Deadrise                  | 18 degree          |
| Fuel Capacity             | 80 gallon          |
| Standard Power            | 2 - 200 Mercury    |
| 4 lifting/turning strakes |                    |
| Side Thickness            | 0.125              |
| Bottom Thickness          | 0.250              |
| Transom Thickness         | 0.190              |
| Box Girder Thickness      | 0.160              |

**Optional Features (and Deducts)**

|   |                              |                     |
|---|------------------------------|---------------------|
| Factory Direct "2025"   | Government Pricing           | \$124,300.00        |
| <b>Additions to Base Price</b>  |                              |                     |
| 22' Rogue Jet "Coastal" hardtop - outboard  |                              | incl.               |
| 2 - 200 Mercury outboards   |                              | incl.               |
| Hydraulic steering, binnacle controls, shift/throttle cables, full gauges, stainless steel props  |                              | incl.               |
| Powder coat   |                              | incl.               |
| Welded tow post at transom  |                              | incl.               |
| Welded aluminum Cage around engines w rope guides each top corner   |                              | incl.               |
| Law enforcement fold up ladder at swim platform starboard   |                              | incl.               |
| welded eyes on platform and grab handles  |                              | incl.               |
| 8' welded hard top with walk thru windshield, 2 overhead dome lights, roof railing, light arch on roof, anchor light on roof, 75" min. head room, drop curtain w/door, 2 sliding side windows |                              | incl.               |
| Welded railing at bow and sides 2 rear facing flood lights  |                              | incl.               |
| 2 Suspension helm chairs  |                              | incl.               |
| Cabin to have 4 AC outlets with inverter  |                              | incl.               |
| 2-18"X42" storage box seats w/cushions and folding backs  |                              | incl.               |
| Diesel heater w/remote tank and all insulated plumbing with vents   |                              | incl.               |
| 2 stainless steel docking lights  |                              | incl.               |
| 2 remote spotlights mounted on roof   |                              | incl.               |
| 10" welded cleats 4 each side (8)   |                              | incl.               |
| Bennett electric trim tabs w/control and gauge at dash  |                              | incl.               |
| Wash down pump system   |                              | incl.               |
| Walk thru door at transom   |                              | incl.               |
| Marine vinyl wrap on boat sides with lettering  |                              | incl.               |
| Boat Serial # RQJT  |                              |                     |
| Engine Serial #   |                              |                     |
| Engine Serial #   |                              |                     |
| Trailer serial #  | Heavy duty "Guardian Trailer | \$12,900.00         |
| Garmin GPSMAP 8612xsv sounder/GPS   |                              | incl.               |
| Garmin GT56UHD-TM transducer  |                              | incl.               |
| Garmin GPS puck   |                              | incl.               |
| Garmin GMR fantom 18 radar  |                              | incl.               |
| Garmin separate 8612 screen on port side helm for radar   |                              | incl.               |
| Garmin NMEA 2000 starter kit  |                              | incl.               |
| Whelen LED Mini Justice light bar on roof, controller, siren, PA  |                              | incl.               |
| Electric over hydraulic brake system  |                              | incl.               |
| Install customer supplied police radios and antennas  |                              | incl.               |
| Boat completion 12 to 18 months from receipt of purchase order  |                              |                     |
| Delivery with training  |                              | \$2,400.00          |
| Total   |                              | \$139,600.00        |
| Ca. Sales tax .08875 %  |                              | \$12,389.50         |
| <b>TOTAL</b>  |                              | <b>\$151,989.50</b> |

Bruce C. Wassom, President

Customer Signature \_\_\_\_\_

**ATTACHMENT C: BID FORM**  
**COUNTY OF NEVADA PURCHASING DIVISION**  
 950 Maidu Avenue, Nevada City, CA 95959

Date 12-31-2024

Please quote HEREON your lowest price for the following articles. The right is reserved to accept or reject quotations on each item separately or as a whole, to substitute quality, accept alternate quotations, and to waive any technicalities in connection herewith. Awards shall be made on the basis of suitability to purpose, quality, service facilities, and date of delivery or any other factor deemed to be in the best interest of the County. This form must be completed to be considered.

Bids shall be received until **2:00 p.m.**

LATE BIDS SHALL NOT BE ACCEPTED OR OPENED!  
 ENVELOPE MUST BE SEALED AND MARKED AS FOLLOWS:

**ALUMINUM PATROL/RESCUE BOAT AND TRAILER**

Price and extend each item separately.  
 Only bids provided on this form shall be considered.  
 Federal Excise Tax Exemption Certificate No. 94730213K

Vendor Name: Rogue Jet Boatworks, Inc.  
 Business Address: 2845 Merry Lane, White City, Oregon 97503  
 Telephone Number: 541-944-2155  
 Federal Tax ID No: 75-3097044

Signature of Authorized Agent: \_\_\_\_\_

Printed Name and Title of Authorized Agent: Bruce C. Wassom, President

| Item Description                            | Total Price (\$)                    |
|---|-------------------------------------|
| Boat Year/Make/Model 2025/Rogue Jet/Coastal | \$ 124,300.00                       |
| Trailer Make/Model Rogue Jet/Guardian       | \$ 12,900.00                        |
| Documentation Fee None                      | \$ 0.00                             |
| Sales Tax (8.875%)                          | \$ 12,389.50                        |
| DMV Fees (if applicable) None               | \$ 0.00                             |
| Delivery F.O.B. Nevada County, CA           | \$ 2,400.00                         |
| <b>TOTAL BID = 151,989.50</b>               | <b>\$ [Insert Total]</b> 151,989.50 |

\*\*12-18 MONTHS AFTER RECEIPT OF ORDER

Delivery is guaranteed within **\*\*[Insert number]** days after receipt of order.  
 Early payment discount of [ 0 %] will be allowed for payment within [ 0 ] days of invoicing.

**(Continued)**  
**ATTACHMENT C**  
**References**

Bidders are required to provide at least three (3) references for whom heavy aluminum patrol boats of a similar size and type have been manufactured. References to include the name of the organization, contact person and telephone number.

1. Name of Organization: Placer County Sheriff

Contact Person: Sgt. Kevin Griffiths

Telephone Number 530-388-8505

2. Name of Organization Napa County Sheriff Office

Contact Person: Sgt. Jon Thompson

Telephone Number 707-253-4440

3. Name of Organization Fresno County Sheriff Dept.

Contact Person: Sgt. Corey Holston

Telephone Number 559-905-3350

**Bid Response**

ExcelFormat Vendor Response

Version 1

End Date 2025-01-16 02:00 PM PST

Bid Aluminum Patrol/Rescue Boat and Trailer

Agency Nevada County (CA)

| Internal Item Id | Item Code                     | Item Name                     | Description                | Requested Brand | Allow Alternate | Alternate Brand | Item Vendor Ref Number | Unit Price | Qty | Unit      | Total Price | Item Notes For Agency |
|------------------|-------------------------------|-------------------------------|----------------------------|-----------------|-----------------|-----------------|------------------------|------------|-----|-----------|-------------|-----------------------|
| 2295903          | Boat                          | Boat                          | 2025/Rogue Jet/22' Coastal | No              | No              |                 |                        | 124,300.00 | 1   | Bid Total | 124,300.00  |                       |
| 2295904          | Trailer                       | Trailer                       | Rogue Jet/Guardian         | No              | No              |                 |                        | 12,900.00  | 1   | Bid Total | 12,900.00   |                       |
| 2295905          | Documentation Fee             | Documentation Fee             | Documentation Fee          | No              | No              |                 |                        | N/A        | 1   | 1         | 0           |                       |
| 2295908          | Sales Tax (8.875%)            | Sales Tax (8.875%)            | Sales Tax (8.875%)         | No              | No              |                 |                        | 12,389.50  | 1   | Bid Total | 12,389.50   |                       |
| 2295813          | DMV Fees (if applicable)      | DMV Fees (if applicable)      | DMV Fees (if applicable)   | No              | No              |                 |                        | N/A        | 1   | Bid Total | 0.00        |                       |
| 2295814          | Delivery F.O.B. Nevada County | Delivery F.O.B. Nevada County | DMV Fees (if applicable)   | No              | No              |                 |                        | 2,400.00   | 1   | Bid Total | 2,400.00    |                       |

**Exhibit A  
Recycling Certification**

**EXHIBIT A: RECYLING 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**

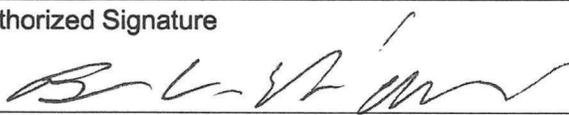
I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause (s) listed below. This certification is made under the laws of the State of California.

|  |   |
|--|---|
| <b>Print Name and Title of Person Signing</b><br>Bruce C. Wassom, President                                      | <b>Date Executed</b><br>12-31-2024          |
| <b>Authorized Signature</b><br> | <b>Executed in the County of</b><br>Jackson |
| <b>Title</b><br>President  | <b>Telephone Number</b><br>(541 ) 944-2155  |
| <b>Legal Business Name</b><br>Rogue Jet Boatworks, Inc.  | <b>Federal ID Number</b><br>75-3097044      |

The contractor hereby certifies under penalty of perjury that 0 percent of the materials, goods, supplies offered, or products used in the performance of this contract meets 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.)

Exhibit A (Continued)  
**CONTRACTOR CERTIFICATION CLAUSES**

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.

|   |                                      |
|---|--------------------------------------|
| Print Name and Title of Person Signing<br>Bruce C. Wassom, President                                      | Date Executed<br>12-31-2024          |
| Authorized Signature<br> | Executed in the County of<br>Jackson |
| Title<br>President  | Telephone Number<br>(541) 944-2155   |
| Legal Business Name<br>Rogue Jet Boatworks, Inc.  | Federal ID Number<br>75-3097044      |

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall 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;
    - 4) penalties that may be imposed upon employees for drug abuse violations.

c. Provide that every employee who works on the proposed Agreement shall:

- 1) receive a copy of the company's drug-free policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement. Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final un-appealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CALIFORNIA STATE BOARD OF EQUALIZATION

**SELLER'S PERMIT**



ACCOUNT NUMBER

1/1/2004 SR S KHM 100-314339

ROGUE JET BOATWORKS, INC.  
1116 E VILAS RD  
CENTRAL POINT, OR 97502

THIS PERMIT DOES NOT  
AUTHORIZE THE HOLDER  
TO ENGAGE IN ANY  
BUSINESS CONTRARY TO  
LAWS REGULATING THAT  
BUSINESS OR TO  
POSSESS OR OPERATE  
ANY ILLEGAL DEVICE.

IS HEREBY AUTHORIZED PURSUANT TO **SALES AND USE TAX LAW** TO ENGAGE IN THE  
BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS,  
OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES  
OWED BY THE NEW OPERATOR OF THE BUSINESS.

*Not valid at any other address*

**FOR GENERAL TAX QUESTIONS, PLEASE TELEPHONE OUR INFORMATION CENTER AT 1-800-400-7115.**

BOE-442-R REV. 13 (6-00)

**A MESSAGE TO OUR NEW PERMIT HOLDER**

**As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:**

- Visiting our website at [www.boe.ca.gov](http://www.boe.ca.gov)
- Visiting a district office
- Attending a Basic Sales and Use Tax Law Class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

**As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer;**

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate office for help by calling toll-free, 888-324-2789 or 916-324-2798. Their fax number is 916-323-3319.

**Please post this permit at the address for which it was issued and at a location visible to your customers.**

## ***Rogue Jet Boatworks, Inc. Limited Warranty***

Rogue Jet Boatworks, Inc.

(Manufacturer)

Rogue Jet Boatworks, Inc.

(Authorized Dealer)

This Limited Warranty is valid exclusively, to the original boat purchaser and is NOT transferable to subsequent owners. Rogue Jet Boats are manufactured with the highest standards of engineering skills and are quality controlled - through every stage of manufacture. Rogue Jet Boatworks guarantees each Rogue Jet Boat to be free from any defect in material and/or workmanship according to the following guidelines.

### **I. ALUMINUM STRUCTURE**

The following are warranted for the lifetime of the boat: welds for all main seams, hull side to bottom welds, chine welds, strake welds, transom welds, center keel weld, all interior welded structural supports, beams, ribs, stringers, braces, and their welds. (Government, Law Enforcement and Commercial - 5 year hull warranty.)

### **II. COMPONENTS**

The following are warranted for a period of one year from original purchase date: All wooden floorboards, upholstery, covering, electrical components. Defects in material and/or workmanship causing the paint finish to peel or blister. (Paint failure caused by electrolysis or abuse are not covered under warranty).

### **III. FACTORY INSTALLED COMPONENTS**

Rogue Jet Boatworks strive to use only top quality purchased component parts which are not manufactured by Rogue Jet Boatworks. These components include and are not limited to: gauges, steering components, hardware, pumps, blowers, lights, windshield glass, motors, electronic accessories, cables and other hardware. These and all other components not specifically covered by the components identified in sections I, or II above are warranted only by the original manufacturer thereof.

### **IV. CONDITIONS OF WARRANTY**

As a condition to Rogue Jet Boatworks obligation under this warranty, the original purchaser shall: 1. Complete the registration portion of this warranty and submit a copy to (Authorized Dealer) within fifteen (15) calendar days of the original purchase date of Rogue Jet Boatworks. 2. Make any claim under this warranty and any communications in connection therewith to (Authorized Dealer) or if (Authorized Dealer) is not readily available - to and through another authorized Rogue Jet Boat Dealer. 3. To obtain warranty service, return your Rogue Jet Boat and/or any alleged defective part(s) to (Authorized Dealer). All warranty work will be completed by a Rogue Jet Boatworks Authorized Dealer or service facility, Rogue Jet Boatworks, Inc. Manufacturing Facility or at another repair facility designated by Rogue Jet Boatworks, Inc. 4. Upon request from Rogue Jet Boats promptly return the boat to Rogue Jet Boatworks manufacturing facility located at 2845 Merry Lane, White City, OR 97503, *transportation charges prepaid*. 5. Purchaser shall permit all repair and replacement services under this warranty to be performed by a company and/or person(s) designated by Rogue Jet Boatworks, Inc.

### **V. OTHER CONSIDERATIONS**

Rogue Jet Boatworks reserves the right to modify and/or make design changes or discontinue any of its products/ materials, without notice to the purchaser, and shall not be liable as a result of such discontinuance or modification, nor shall Rogue Jet Boats be liable in the event the replacement may vary in color or gloss in the comparison to the original product as a result of normal weathering.

No Rogue Jet Boat Dealer or any other party is or shall be authorized by Rogue Jet Boatworks to assume, create or amend any obligation or responsibility on behalf of or in the name of Rogue Jet Boatworks or to bind Rogue Jet Boatworks in any manner in connection with this warranty, unless specifically authorized to do so in writing by Rogue Jet Boatworks, and such written authorization shall only be effective for the claim and to the extent expressly specified therein.

VI **WARRANTY LIMITATIONS**

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, abuse and/or neglect including but not limited to:

1. Misuse, abuse, neglect or improper hauling, handling, loading or storage;
2. Windshield Breakage
3. Damage resulting from Galvanic Corrosion, Oxidation or Electrolysis caused by reversed polarity or SALT WATER EXPOSURE.
4. Improper operating procedures such as; a) for racing purposes, b) contrary to the load or horse-power capacity recommended by Rogue Jet Boatworks operating and maintenance instructions, or, d) in connection with accessories not recommended by Rogue Jet Boatworks.
5. Any observable defect in any windshield, upholstery material or top discovered after delivery to the first purchaser at retail.
6. Any defect caused by, resulting from or in connection with installation of any engine or pump by any party other than Rogue Jet Boatworks, Inc.
7. Any engines, out-drives, pumps, or propellers not manufactured by Rogue Jet Boatworks, Inc. however, to the extent possible, Rogue Jet Boatworks shall pass on to purchaser the warranties of the manufacturers of these products.
8. Any repair or replacement made necessary by normal wear and tear.
9. Any party other than the original purchaser identified in this warranty.
10. Any consequential damages arising out of, or as a result of any defective part or parts.

VII **COMMERCIAL WARRANTY LIMITATIONS**

This limited warranty for commercial use and/or livery services are in effect from the original purchase date and is limited to coverage for structural defects (section I above) for a period of 10 years from the original purchase date. No additional warranties are in effect for commercial and/or livery services.

VIII **EXCLUSIVE REMEDY**

Rogue Jet Boatworks, at it's own discretion, will repair or replace without charge any part or parts covered by this warranty and found, at the exclusive satisfaction of Rogue Jet Boatworks, to be defective in material or workmanship upon examination at the manufacturing facility located in White City, Oregon.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY BY ROGUE JET BOATWORKS IN CONNECTION WITH ITS BOATS, AND ROGUE JET BOATWORKS, INC. MAKES NO WARRANTIES OR REPRESENTATION, EXPRESS OR IMPLIED, (INCLUDING WARRANTY OR MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE) IN SUCH CONNECTION EXCEPT AS SPECIFICALLY SET FORTH IN THIS WARRANTY.

**Warranty Registration:**

*Rogue Jet Boatworks, Inc.*

Date of Purchase: \_\_\_\_\_

Authorized Dealer: **Rogue Jet Boatworks, Inc.**

**Boat Serial#**

Representative: **Bruce C. Wassom - Pres/CEO**

**Purchaser:**

Address: **2845 Merry Lane**

**Address:**

City, State, Zip: **White City, OR 97503**

**City, State, Zip:**

Customer E-mail Address:

By our signatures below, we agree to adhere to the terms and conditions of Rogue Jet Boatworks, Inc. Limited Warranty.

(Authorized Dealer):

Purchaser:

**Controller**

(Authorized Representative)

(Purchaser Signature)

GUARDIAN TRAILERS, INC  
(541) 944-2155 ~ FAX (541) 826-5400  
CUSTOMER LIMITED WARRANTY

GUARDIAN TRAILERS extends to the original retail purchaser a "Limited Warranty" on each new *Guardian Trailer*. This warranty does not extend to any other person(s) to whom the trailer may be transferred.

Guardian warrants each new trailer to be free from defects in materials and workmanship for a period of two years from the original purchase date. The integrity of the trailer frame is warranted for LIFE. FAILURE TO COMPLETE AND RETURN THE WARRANTY REGISTRATION CARD IN THE OWNERS MANUAL TO GUARDIAN MAY DELAY THE PROCESSING OF , AND / OR VOID SAID WARRANTY.

This warranty shall not apply to any product found to have been modified or altered in any way, nor shall it apply to any defect or malfunction caused by damage due to unreasonable use, loading the trailer beyond the stated capacities, or failure to provide adequate and necessary maintenance ( please see attached maintenance list).

Under this warranty, LIGHTS are covered for a period of ninety days. Axles, brakes and bearings are warranted for a period of one year from the date of delivery. This warranty **DOES NOT** cover **winch**, **tongue jacks**, **springs**, **tires or wheels**, as these are warranted separately by their respective manufacturers.

A safety chain is supplied with hook fastening positions to ensure the boat will not move during transport. It is the owner's responsibility to properly secure the trailer for transport.

The exclusive remedy offered under this warranty is repair, or replacement of a covered defect. If a warranty issue should arise, *Guardian* shall determine whether repair or replacement is appropriate. *Guardian* will dictate whether the trailer is to be returned at the purchaser's expense, or if the work is to be done at an authorized repair facility. **ALL** warranty work **MUST** be pre-authorized through the *Guardian* warranty department. Failure to do so will result in rejection, and non-payment of the warranty claim. Purchasers shall be responsible for any and all shipping charges to *Guardian*. For steel trailers there is a maximum of \$70.00 per hour shop labor is allowed for repairs authorized to be made at a repair facility other than *Guardian*. **For aluminum trailers there is a maximum of \$90.00 per hour shop labor is allowed for repairs and also must be pre-approved by Guardian Trailers.**

**The following are exclusions of the Guardian Warranty:**

|                    |                             |
|--------------------|-----------------------------|
| Loss of time/wages | Loading charges             |
| Inconvenience      | Telephone charges           |
| Towing Charges     | Gasoline expenses           |
| Travel expenses    | Damage to personal property |

*Guardian* shall not be liable for any incidental, or consequential damages for breach of this, or any other warranty expressed or implied. Some states do not allow this exclusion of limitation of incidental or consequential damages, so the above may not apply to you. This warranty gives you specific legal rights which vary from state to state.

**ALL CUSTOMERS REQUESTING WARRANTY ASSISTANCE FROM FACILITIES OTHER THAN THAT OF THE ORIGINAL PURCHASE WILL BE RESPONSIBLE FOR ALL LABOR COSTS EXCEEDING GUARDIAN'S STANDARD WARRANTY**



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

**GRANT AGREEMENT**

**GRANTEE:** Nevada County Sheriff's Office  
**GRANT TITLE:** Boating Safety and Enforcement Equipment Grant - FY 2024 / 25  
**GRANT NUMBER:** C24L0611  
**GRANT AMOUNT:** \$150,000.00  
**GRANT AGREEMENT TERM:** 11/25/2024 through September 30, 2040  
**GRANT PERFORMANCE PERIOD:** 11/25/2024 through September 30, 2025.

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

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

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

|   |   |
|---|---|
| Grantee: Nevada County Sheriff's Office<br>Address: 950 Maidu Ave,<br>Nevada City, CA 95959 8600<br>Name of Authorized Representative: <u>SHANNAN MOON</u><br>Title of Authorized Representative: <u>SHERIFF</u><br>Authorized Signature: <u>[Signature]</u><br>Date: <u>11/24/2024</u> | Agency: Department of Parks and Recreation<br>Division of Boating and Waterways<br>ATTN: Johanna Naughton<br>Address: 4940 Lang Ave., Dock H,<br>Administration, Floor 12<br>McClellan, CA 95652<br>Authorized Signature: <u>[Signature]</u><br>Printed Name: Keren Dill<br>Title: Staff Services Manager II<br>Date: <u>11/25/2024</u> |
|---|---|

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

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

**GRANT TERM END DATE:** September 30, 2040

**GRANT TITLE:** BOATING SAFETY EQUIPMENT AND ENFORCEMENT GRANT PROGRAM

**GRANT NUMBER:** C24L0611

**PURCHASE ORDER NUMBER:** 0000049994

|  |  |                          |                                  |                            |
|--|--|--------------------------|----------------------------------|----------------------------|
| NO<br>C24L0611   | AMENDMENT NO                                 | SUPPLIER ID<br>000002506 |                                  | PROJECT NO<br>379065600200 |
| AMOUNT<br>ENCUMBERED BY<br>THIS DOCUMENT<br>\$150,000.00 | FUND DESCRIPTION<br>Federal Trust Fund #0890 |                          | AGENCY BILLING CODE NO<br>053706 |                            |
| REPORTING<br>STRUCTURE<br>37900706                       | ITEM<br>3790-101-0890                        | CHAPTER<br>22            | STATUTE<br>24                    | FISCAL YEAR<br>2024/25     |
| BUSINESS UNIT<br>3790                                    | ACCOUNT<br>5432000                           | ALT ACCOUNT              | ACTIVITY CODE<br>68856           |                            |

Name of Project Representative:

Phone:

Email:

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

**BOATING SAFETY AND ENFORCEMENT EQUIPMENT (BSEE)  
 FISCAL YEAR 2024/25  
 PROJECT REPRESENTATIVES**

|   |  |
|---|--|
| State Agency:<br>Division of Boating and Waterways                                  | Grantee (Agency Name):<br>Nevada County Sheriff's Office         |
| Name: Johanna Naughton  | Grantee Representative*: Dustin Moe                              |
| Title: Program Administrator  | Title: Sergeant  |
| Address:<br>4940 Lang Ave., Dock H, Administration, Floor 12<br>McClellan, CA 95652 | Mailing Address:<br>950 Maidu Ave,<br>Nevada City, CA 95959 8600 |
|   | Remit to Address:  |
| Phone: (916) 902-8795   | Phone: (530) 913-4011  |
| Fax:  | Fax:   |
| Email: Johanna.Naughton@parks.ca.gov  | Email: dustin.moe@nevadacountyca.gov                             |

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

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

**Nevada County Sheriff's Office  
C24L0611**



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

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

**1. DEFINITIONS**

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

**2. GENERAL**

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

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

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

**3. PAYMENT PROVISIONS AND DISBURSEMENT OF GRANT**

- A. Reimbursements must be requested on GRANTEE'S official agency letterhead and include:
- Amount requested for reimbursement
  - GRANT AGREEMENT number
  - Statement of acceptance of the vessel or equipment and certification of meeting DBW's approved specifications
  - Certification that you complied with all procurement procedures outlined this agreement;
  - Name of payee and address where payment is to be sent
  - Location of performance (where the equipment will be used)
  - Signature of the person authorized in the resolution or minute order to execute the agreement
  - Copies of brand name, description, make, model and serial number
  - Proof of payment for purchase including invoices showing cost and sales tax
  - For all motorized vessels: Department of Motor Vehicle (DMV) proof showing the DEPARTMENT as the legal owner and GRANTEE as the registered owner
  - Certificate of Origin for all PATROL BOATS and trailers.
- B. GRANTEE shall request grant reimbursements no later than 60 days from GRANT PERFORMANCE PERIOD end date by mailing one (1) complete reimbursement request package to:
- For FedEx, UPS and other overnight mail:
- Division of Boating and Waterways  
Attn: BSEE Grant Manager  
4940 Lang Avenue Dock H  
McClellan, CA 95652
- For United States Post Office (USPS) mail:
- Division of Boating and Waterways  
Attn: BSEE Grant Manager  
P.O. Box 942896, Administration, Floor 12  
Sacramento, CA 94296
- Or by emailing to the DBW assigned grant manager.
- C. No funds shall be reimbursed for purchases made prior to the EFFECTIVE DATE of this agreement.
- D. The DEPARTMENT shall have no obligation to disburse the GRANT unless and until the GRANTEE obtains the prior written approval by the DEPARTMENT of the type and cost of the EQUIPMENT/PATROL BOAT.
- E. The DEPARTMENT will disperse the grant to the GRANTEE in arrears for the approved PURCHASE COST of the EQUIPMENT/PATROL BOAT
- F. The DEPARTMENT may withhold any grant disbursement if the GRANTEE fails to comply with any of the provisions of this GRANT AGREEMENT.

4. **EQUIPMENT/PATROL BOAT OWNERSHIP**

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

5. **OPERATION AND MAINTENANCE OF EQUIPMENT/PATROL BOAT**

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

6. **TERMINATION OF GRANT AGREEMENT**

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

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

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

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

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

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

8. **LIABILITY**

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

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

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

of the maintenance and use of watercraft.

(3) The policy must include:

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

9. **WAIVER OF RIGHTS**

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

10. **REMEDIES NOT EXCLUSIVE**

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

11. **OPINIONS AND DETERMINATIONS**

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

12. **PROCUREMENT PROCEDURES**

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

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

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

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

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

D. **DEPARTMENT REVIEW**

(1) GRANTEE must submit to the DEPARTMENT proposed technical specifications of PATROL BOATS and other registered vessels for review and approval prior to solicitation of bids.

(2) Grantees and sub-grantees must make available on request to the DEPARTMENT procurement documents, such as requests for proposals or

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

**13. DISPOSITION OF EQUIPMENT/PATROL BOAT**

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

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

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

**15. FEDERAL TERMS, CONDITIONS AND REGULATIONS**

This GRANT is funded by the Federal Recreational Boating Safety (RBS) Grant and as such, GRANTEE shall comply with all the governing regulations, namely 2 CFR 200 - the most applicable of which have been included here for reference. For clarity, "Non-federal entity" shall be understood to be "DEPARTMENT" and "Award" shall be understood to be "GRANT". GRANTEES are subject and must adhere to the provisions set forth in the 2020 DHS Standard Terms and Conditions which are available online at: [https://www.dhs.gov/sites/default/files/publications/fy20\\_dhs\\_standard\\_terms\\_and\\_conditions\\_v10.1\\_dated\\_12-31-2019.pdf](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.)

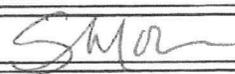
20. **LOSS LEADER:**

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)<br>Nevada County Sheriff's Office  | Federal ID Number<br>94-6000526     |
| By Authorized Signature:  |                                     |
| Printed Name and Title of Person Signing<br>SHANNAN MOON - SHERIFF   |                                     |
| Date Executed<br>11/22/2024  | Executed in the County of<br>Nevada |

**GRANTEE CERTIFICATION CLAUSES**

**1. STATEMENT OF COMPLIANCE:**

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

**2. DRUG-FREE WORKPLACE REQUIREMENTS:**

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

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

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

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

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

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

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

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

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

**5. EXPATRIATE CORPORATIONS:**

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

**6. SWEATFREE CODE OF CONDUCT:**

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

**7. DOMESTIC PARTNERS:**

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

**EXHIBIT D**

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

**1. CONFLICT OF INTEREST:**

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

Current State Employees (PCC 10410):

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

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

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

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

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

**2. LABOR CODE/WORKERS' COMPENSATION:**

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

**3. AMERICANS WITH DISABILITIES ACT:**

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

**4. GRANTEE NAME CHANGE:**

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

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

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

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

6. **RESOLUTION:**

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

7. **AIR OR WATER POLLUTION VIOLATION:**

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

8. **PAYEE DATA RECORD FORM STD. 204:**

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

## EXHIBIT E – DARFUR CONTRACTING ACT

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

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

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

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

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

**Exhibit E - DARFUR CONTRACTING ACT**

**SAMPLE FORM**

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

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

**OPTION #1 - CERTIFICATION**

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

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

|   |                                 |
|---|---------------------------------|
| Company/Vendor Name (Printed)<br>Nevada County Sheriff's Office | Federal ID Number<br>94-6000526 |
| By (Authorized Signature)                                       | Date                            |
| Printed Name and Title of Person Signing                        |                                 |

**OPTION #2 - WRITTEN PERMISSION FROM DGS**

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

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

|   |                                 |
|---|---------------------------------|
| Company/Vendor Name (Printed)<br>Nevada County Sheriff's Office | Federal ID Number<br>94-6000526 |
| By (Authorized Signature)                                       | Date                            |
| Printed Name and Title of Person Signing                        |                                 |

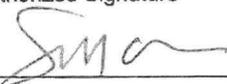
**EXHIBIT F**

**SUGGESTED LANGUAGE FOR RECYCLING CERTIFICATION**

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

**RECYCLED CONTENT CERTIFICATION**

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

|   |                                     |
|---|-------------------------------------|
| Name and Title of Person Signing<br>SHANNAN MOON-SHERIFF  | Date Executed<br>11/22/2024         |
| Authorized Signature<br> | Executed in the County of<br>Nevada |
| Title<br>SHERIFF  | Telephone Number<br>(530) 265-1471  |
| Legal Business Name<br>Nevada County Sheriff's Office   | Federal ID Number<br>94-6000526     |

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

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

**General**

**1 Applicant Information**

a. Applicant Name Nevada County Sheriff's Office  
b. Organizational Unit 16  
c. Address 950 Maidu Ave  
d. Address 2  
e. City Nevada City State CA Zip 95959-8600  
f. Federal ID Number 94-6000526 Unique Entity Id. QDDBKGRJT  
RL5  
g. Agency Type  
 City  County  
 State Agency  District  
 Other Public Agency

**2 Project Information**

a. Project Name Boating Safety and Enforcement Equipment Grant - FY 2024 / 25  
b. Is implementing agency same as Applicant  Yes  No  
c. Implementing Agency Name  
d. Project Start Date Oct-01-2024 End Date Mar-31-2026  
e. Amount of Funds Requested \$150,000.00 Project Cost \$150,000.00

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

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**3 Contacts**

a. Project Administrator

|                 |                               |       |    |     |       |
|-----------------|-------------------------------|-------|----|-----|-------|
| Name            | Dustin Moe                    |       |    |     |       |
| Title           | Sergeant                      |       |    |     |       |
| Mailing Address | 950 Maidu Ave                 |       |    |     |       |
| City            | Nevada City                   | State | CA | Zip | 95959 |
| Telephone       | (530) 913-4011                |       |    | Fax |       |
| E-mail Address  | dustin.moe@nevadacountyca.gov |       |    |     |       |

b. Authorized Representative

|                 |                                |       |    |     |       |
|-----------------|--------------------------------|-------|----|-----|-------|
| Name            | Jason Perry                    |       |    |     |       |
| Title           | Lieutenant                     |       |    |     |       |
| Mailing Address | 950 Maidu Ave                  |       |    |     |       |
| City            | Nevada City                    | State | CA | Zip | 95959 |
| Telephone       | (530) 913-4388                 |       |    | Fax |       |
| E-mail Address  | jason.perry@nevadacountyca.gov |       |    |     |       |

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

1. Minimum Qualifications

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

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

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

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

Attach a Letter of Intent as required by Title 14, Section 6594.5. A template letter is [41144\\_0\\_903\\_Signed letter of intent.pdf](#) in the 'Show Documents' area.

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

Attach a screenshot showing your registration is active. (A sample screenshot is available in the 'Show Documents' area) [41146\\_0\\_46\\_EntityInformation\\_20240319-021034.pdf](#)

The statements below refer to Nevada County Sheriff's Office and confirm the following:

- 1 a. Does your agency have an active Boating Safety and/or Boating Law Enforcement Patrol?  Yes  No
- 1 b. What training and/or authorization does your agency have to perform boating safety and/or boating law enforcement in your jurisdiction? (max. 1024 characters) Nevada County Sheriff's Office holds primary enforcement on the water bodies within our county, other than several shared jurisdiction water bodies. Out boating officers receive formal training through DBW on basic boating, inland boating, accident investigation, boating under the influence, rescue boat operations and other in-house trainings.
- 1 c. If awarded this grant, I hereby certify that the agency identified above will report all boating accident statistics as required in Section 656 of Harbors and Navigation Code for the grant term if awarded this grant? An agency's failure to submit a report may result in ineligibility of future DBW funding opportunities for up to five fiscal years.  Yes  No
- 1 d. By checking the boxes below, I certify that that the agency identified above meets all the following criteria:
- Your agency employs at least one boating safety law enforcement officer defined in California Code of Regulations, Title 14, Division 4, Chapter 1, Article 4.5.2 as trained personnel authorized and retained to perform on-the-water boating safety and boating law enforcement activities.
  - Your agency's boating safety law enforcement officer(s) conducts sufficient patrol and has the jurisdiction and authority to ensure adequate enforcement, including arrest authority of all applicable state boating safety laws and regulations.
  - Your agency has the knowledge and means to properly report boating accidents to DBW.

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

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

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

Identify the law enforcement agency:

Attach the MOU

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

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

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

1. California State Senate Districts

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

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

2. California State Assembly Districts

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

- State Assembly 01
- State Assembly 02
- State Assembly 03
- State Assembly 04
- State Assembly 05
- State Assembly 06
- State Assembly 07
- State Assembly 08
- State Assembly 09
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- State Assembly 80

3. California Congressional Districts

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

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

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

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

4. County

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

- |                                       |  |                                      |  |  |   |
|---------------------------------------|--|--------------------------------------|--|--|---|
| <input type="checkbox"/> Alameda      | <input type="checkbox"/> Alpine        | <input type="checkbox"/> Amador      | <input type="checkbox"/> Butte           | <input type="checkbox"/> Calaveras         | <input type="checkbox"/> Colusa         |
| <input type="checkbox"/> Contra Costa | <input type="checkbox"/> Del Norte     | <input type="checkbox"/> El Dorado   | <input type="checkbox"/> Fresno          | <input type="checkbox"/> Glenn             | <input type="checkbox"/> Humboldt       |
| <input type="checkbox"/> Imperial     | <input type="checkbox"/> Inyo          | <input type="checkbox"/> Kern        | <input type="checkbox"/> Kings           | <input type="checkbox"/> Lake              | <input type="checkbox"/> Lassen         |
| <input type="checkbox"/> Los Angeles  | <input type="checkbox"/> Madera        | <input type="checkbox"/> Marin       | <input type="checkbox"/> Mariposa        | <input type="checkbox"/> Mendocino         | <input type="checkbox"/> Merced         |
| <input type="checkbox"/> Modoc        | <input type="checkbox"/> Mono          | <input type="checkbox"/> Monterey    | <input type="checkbox"/> Napa            | <input checked="" 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            |  |   |

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

**2. Citation Authority**

- 2 a. Number of Full-Time Boating Safety and/or Boating Law Enforcement Officers do you have? A Boating Safety Law Enforcement Officer is defined in California Code of Regulations, Title 14, Division 4, Chapter 1, Article 4.5.2 as trained personnel authorized and retained to perform on-the-water boating safety and boating law enforcement activities. 0
- 2 b. Number of Part-Time Boating Safety and/or Boating Law Enforcement Officers (as defined in 2 a) do you have? 10
- How many hours per year do they conduct on-the-water patrol and boating safety activities? 750
- Is this work seasonal or continuous? Seasonal
3. Does your boating safety and enforcement unit have citation authority?  Yes  No
- If YES, Authorizing Code # 830.1 PC
- a. How many boating safety related citations did your agency issue last calendar year? 4
- b. How many boating accidents did your agency respond to in the last calendar year? 3
- c. How many BOATING safety related Search and Rescue missions did your agency perform in the last calendar year? 1
- d. How many boating recovery missions did your agency perform last year? 2
4. Does your boating safety and enforcement unit have arrest authority?  Yes  No
- If YES, Authorizing Code # 830.1 PC
- How many boating related arrests did you conduct last calendar year? 0
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. 3

5a.

| <b>Event Name</b>        | <b>Date of Event</b> | <b>What BOATING SAFETY information was provided at this event?</b>  |
|--------------------------|----------------------|---|
| Nevada County Fair       | 08/09-08/13/2023     | Boating Deputies staffed a boat at the Nevada County Fair. They answered questions related to boating safety and enforcement. They passed out items which encourage boating safety and enforcement. |
| Aqua Smart presentations | 05/01-06/01/2023     | Boating deputies presented Aqua Smart videos and boating safety information to approximately 10 elementary schools within Nevada County, each presentation have 50 to 100 students in attendance.   |
| Boating safety video     | 04/01-06/01/2023     | A boating safety deputy created a video in relation to safety on the water and around boats which was presented to approximately 3,200 high school students.  |

**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) |
|-----------------------------|-------------|---|--|---|--|
| Donner Lake                 | 3           | Fishing, watersports, swimming, paddlecraft ETC   | 50   | Yes   | Truckee PD                                   |
| Boca Reservoir              | 2.6         | Fishing, watersports, swimming, paddlecraft ETC   | 75   | No  |  |
| Prosser Reservoir           | 1.2         | Fishing, watersports, swimming, paddlecraft ETC   | 25   | No  |  |
| Jackson Meadows Reservoir   | 2           | Fishing, watersports, swimming, paddlecraft ETC   | 50   | Yes   | Sierra County                                |
| Lower Scotts Flat Reservoir | .5          | Fishing, swimming, paddlecraft ETC  | 20   | No  |  |
| Upper Scotts Flat Reservoir | 1.5         | Fishing, watersports, swimming, paddlecraft ETC   | 100  | No  |  |
| Bowman Lake                 | 2           | Fishing, watersports, swimming, paddlecraft ETC   | 15   | No  |  |
| Lake Wildwood               | 1           | Fishing, watersports, swimming, paddlecraft ETC   | 20   | No  |  |
| Lake of the Pines           | 1           | Fishing, watersports, swimming, paddlecraft ETC   | 50   | No  |  |
| Camp Far West               | 1.9         | Fishing, watersports, swimming, paddlecraft ETC   | 75   | Yes   | Yuba County and Placer County                |
| Rollins Lake                | 2           | Fishing, watersports, swimming, paddlecraft ETC   | 125  | Yes   | Placer County                                |
| Englebright Reservoir       | 2.6         | Fishing, watersports, swimming, paddlecraft ETC   | 50   | Yes   | Yuba County                                  |

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

|                     |     |   |    |     |               |
|---------------------|-----|---|----|-----|---------------|
| Spaulding Reservoir | 1.5 | Fishing, watersports, swimming, paddlecraft ETC | 70 | No  |               |
| Combie Reservoir    | .8  | Fishing, watersports, swimming, paddlecraft ETC | 25 | Yes | Placer County |

**7. Three RECREATIONAL BOATING safety issues**

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

1. Intoxicated boaters: Throughout the boating season we receive calls for service related to intoxicated boaters or reckless/unsafe boating which are likely associated with alcohol consumption. These issues are most prevalent during weekends and holidays. Historically, the majority of boating accidents and related deaths in our jurisdiction involved alcohol. By keeping all of our Patrol boats on the water, we are better able to address these issues.

2. Insufficient Safety Equipment: Throughout boat inspections at docks and during contacts on the water our Deputies have determined boaters often do not have proper safety equipment or practices. This ranges from insufficient life jackets, throw cushions, fire extinguishers, overloading, flags for towing, and light during nighttime hours. By keeping all of our Patrol boats on the water, we are better able to address these issues.

3. Unlicensed boaters: The requirement for California Boater's Card was initiated in 2018 and has been phased in since. The courses associated with obtaining a card cover a number of topics including but not limited to, boating while under the influence and required safety equipment/considerations. Participation in these courses may be the only opportunity a boat operator is provided information related to these topics. Until this point, Deputies had primarily focused on education related to the boating card requirement and will be moving to enforcement. By replacing our patrol vessel we essentially increase our ability to address these safety issues by approximately 33%. The vessel in question is primarily kept in the eastern side of our county for enforcement purposes, with it being inoperable deputies have to transport a vessel from the western side to be able to patrol the eastern side lakes.

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

**8. Inventory**

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

| Year | Make         | CF Number  | How many hours/year is this used? | What waterbodies is it used on? | Will this boat be surplus if awarded a new vessel? | Was this vessel funded by a DBW grant? | Is this vessel operational? | Is this vessel used for anything else besides patrolling. If so, explain. |
|------|--------------|------------|-----------------------------------|---------------------------------|--|--|-----------------------------|---|
| 2003 | Jetcraft 21" | CF 4780 XC | 200                               | All that allow motorized boats  | No   | Yes                                    | Yes                         | Search and Rescue as needed   |
| 2010 | Boulton 22'  | CF 5821 XF | 315                               | All that allow motorized boats  | No   | Yes                                    | Yes                         | Search and Rescue as needed   |
| 2007 | Achilles 14' | CF 4938 XC | 20                                | All                             | No   | Yes                                    | Yes                         | Search and Rescue as needed   |
| 1997 | Jetcraft 20' | CF 3571 XC | 200                               | All that allow motorized boats  | No   | Yes                                    | No                          | Search and Rescue as needed   |

**9. Project Type**

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

New Patrol Boat/PWC - see definition below

Equipment / Repairs

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

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

**Patrol Boat Instructions**

**PLEASE READ THE FOLLOWING CAREFULLY**

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

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

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

| Item                    | Cost       | Quantity | Total      | Priority | List specific items that are in the grouped 'like' items |
|-------------------------|------------|----------|------------|----------|--|
| Patrol boat and trailer | 166,554.26 | 1.00     | 166,554.26 | First    | patrol boat and trailer                                  |
| <b>TOTAL</b>            |            |          | 166,554.26 |          |  |

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

We currently run three patrol boats in our fleet, two of which are kept on the western side of our county and one that is kept on the eastern side of our county. The patrol boat that is used on the eastern side of the county is a 1997 Jetcraft with approximately 1600 hours logged on it. The patrol boat was inspected and recently taken to state auction after approval through DBW.

If this grant is obtained the Nevada County Sheriff's Office would be able to increase the amount of boating enforcement patrols throughout the year. There are several lakes on the eastern side of our county that received less patrols in the past year due to not having an operable boat being positioned up there. The resident deputy located on the eastern side of our county is cross trained as a boat patrol deputy, and would deploy on a regular basis during the busy summer months to enforce boating regulations which would otherwise likely go unregulated. In order for this lake to be patrolled by members from the western division of our county, or an emergency response, an expected arrival time would be approximately two hours. If a patrol boat is located in the eastern portion, that response would be reduced down to approximately 20 to 30 minutes.

Maintaining a full fleet is critical to boating enforcement and safety. Without this boat we will be unable to enforce BUI, negligent operations, boating safety card on the lakes in the eastern portion of our county.

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

As mentioned in the previous section, patrols on several lakes on the eastern side of our county would be limited to none due to the geographic storage location of the patrol boats. Our response time to emergency boat related calls would be prolonged which could directly endanger the lives of subjects needing rescue. During the busy summer months all three patrol boats commonly deploy at the same time on different lakes throughout our county for enforcement purposes, without the grant only two boats will be able to deploy at a time and the focus would likely be on the western side of the county. Enforcement related to reckless/negligent operation, alcohol related crimes, boating safety card, and all other enforcement would be effected.

Our fleet consists of three patrol vessels, one of which was recently sent to auction, leaving us with only two patrol boats which is not sufficient to support the amount of patrols conducted during boating season.

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

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

Classify this request by choosing one of the following options.

- "Critical" (operations would cease without it)
- "Increased efficiency" (it would save staff time, identify how much time)
- "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)

Education and enforcement of boating safety related laws will be drastically reduced if not halted on the eastern side of our county. Our fleet would be reduced by 33%, leaving a void in the amount of patrols we would be able to conduct.

| Activity                     | Percentage    |
|------------------------------|---------------|
| Boating Safety Activities    | 85.00         |
| Search and Rescue Activities | 10.00         |
| Other Activities             | 5.00          |
| <b>TOTAL</b>                 | <b>100.00</b> |

List any other activities this vessel will be used for:

Search and rescue not related to recreational boating.

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

If yes, what percentage can you supplement?

25

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

The vessel requested is similar in nature to the current fleet we run, with the exception of going to an outboard platform versus a jet boat. Going to an outboard provides a cost saving benefit as well as fuel efficiency and noise levels to the operator and recreation seekers on the water. The platform will be a standard patrol boat with the only per-se specialized equipment being radar, sonar, and lighting which is a patrol standard. This patrol boat will be deployed primarily during summer time, however; it will also be deployed during inclement weather conditions for rescue missions of stranded vessels whether it be in a search and rescue standpoint of injured subjects or fishing boats who have broken down. I requested a partially enclosed cabin as the remainder of our fleet only have a windshield with a partial vinyl enclosure which leaves our operators exposed to the sun and weather. A less expensive model was not considered due to the lack of an enclosure. This is primarily the only cost standpoint related to a less expensive model, unless sub-par companies were considered which is not an option I would consider. Going with the outboard powered system was already a cost effective move instead of staying with a jet powered vessel. At this point I can not foresee any other cost saving measures that can be implemented unless it was done by using equipment of poor quality. This vessel will be a primary patrol boat deployed in our fleet used on a regular basis, a smaller vessel would not be able to safely perform patrol functions on the water.

10 f. Patrol Boat - Informational

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

This vessel would be used throughout the county dependent on the time of year and the need for enforcement on varying bodies of water. These would include, Rollins Lake, Engelbright Lake, Scotts Flat Lake, Camp Far West, Combie Lake, Lake of the Pines, Lake Wildwood, Donner Lake, Jackson Meadows Reservoir, Boca Reservoir, Spaulding Reservoir.



Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

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outboards.pdf

10 l. Will this replace an existing boat?

Yes  No

Year, make and CF # of boat being replaced.

1997 Jetcraft 20', CF 3571 XC.

10 m. Has the vessel being replaced ever had it's engine or electronics replaced?

Yes  No

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

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

The price to repower the vessel would be more than the actual vessel would be worth after repower. The vessel was also over 25 years old, had a crack in the hull, and needed a complete repower as well electronic replacements. The vessel was already inspected by OFAM and taken to state auction after approval was obtained through DBW.

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

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**12 Previous BSEE Grants**

|  | FY 22/23                          | FY 21/22 | FY 20/21 |
|--|-----------------------------------|----------|----------|
| Did your agency apply for a BSEE grant ?                     | Yes                               | No       | No       |
| Were you awarded a BSEE grant? (leave blank if No)           | Yes                               |          |          |
| Amount awarded: (List amount or leave blank if No or NA)     | 29,000                            |          |          |
| Amount spent: (List amount or leave blank if No or NA)       | 29,000                            |          |          |
| List the equipment purchased: (List leave blank if No or NA) | Repower of a current patrol boat. |          |          |

**Boating Safety and Enforcement Income**

**13. Revenue and Expenditures**

Boat Tax Revenue 42,684.00

**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: 96,674.00

**TOTAL ANNUAL BOATING INCOME IN YOUR OPERATING BUDGET** 139,358.00

**TOTAL EXPENDITURES FOR BOATING SAFETY AND ENFORCEMENT** 139,358.00

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

If NO, state percentage of remaining funds.

Budget Detail for Boating Safety and Enforcement Equipment Grant - FY 2024 / 25  
 Agency: Nevada County Sheriff's Office  
 Application: Boating Safety and Enforcement Equipment Grant - FY 2024 / 25

|                           | Line Item  | Qty    | Rate       | UOM | Total             | Req Amount        |
|---------------------------|--|--------|------------|-----|-------------------|-------------------|
| 1                         | <b>Patrol Boat</b>   |        |            |     |                   |                   |
|                           | Patrol boat and trailer<br>Notes : \$150,000 for Patrol boat and trailer | 1.0000 | 150000.000 |     | 150,000.00        | 150,000.00        |
| 2                         | <b>Equipment</b>   |        |            |     |                   |                   |
| 3                         | <b>Adjustment</b>  |        |            |     |                   |                   |
| <b>TOTAL EXPENDITURES</b> |  |        |            |     | <b>150,000.00</b> | <b>150,000.00</b> |

Budget Summary for Boating Safety and Enforcement Equipment Grant - FY 2024 / 25  
 Agency: Nevada County Sheriff's Office  
 Application: Boating Safety and Enforcement Equipment Grant - FY 2024 / 25

|                           | Category    | Total             | Req Amount        | Narrative |
|---------------------------|-------------|-------------------|-------------------|-----------|
| 1                         | Patrol Boat | 150,000.00        | 150,000.00        |           |
| 2                         | Equipment   | 0.00              | 0.00              |           |
| 3                         | Adjustment  | 0.00              | 0.00              |           |
| <b>TOTAL EXPENDITURES</b> |             | <b>150,000.00</b> | <b>150,000.00</b> |           |

Exhibit G - BOATING SAFETY AND ENFORCEMENT EQUIPMENT GRANTEE APPLICATION

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**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: Dustin Moe

Title: Sergeant

Date Signed: 04/17/202

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