



California State Parks Division of Boating and Waterways

**Aquatic Center Grant Program Manual**

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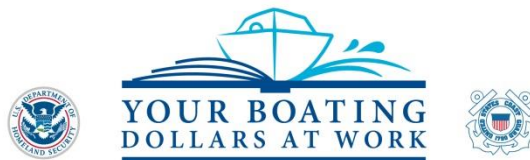
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*Produced under a grant from the Sport Fish Restoration and Boating Trust Fund, administered by the U.S. Coast Guard.*



## Section I

### Parts of the Grant Agreement

#### Overview, Grant Signature Page

1. Grantee (Aquatic Center Name)  
The name appearing on this page needs to be the complete official name of the Grantee. The name that appears here needs to exactly match the Grantee name appearing on the invoice or other paperwork. If it does not, complications will arise. For instance, If your submit an invoice from California State University, Recreation Foundation and the grant reads California State University Monterey, we cannot issue payment and must revise the grant documents.
2. Grant Agreement Performance Period  
For equipment grants, the entire 15 year term will be shown here. For grants without equipment, the two year term will be shown.
3. Grant number  
You must use the grant number on all paperwork submitted to DBW. The numbers begin with "C8956".
4. Scope of Work  
You must agree to perform all activities listed in the grant application exhibits.
5. Terms and Conditions  
DBW Aquatic Center grants include Special Terms and Conditions specific to the aquatic center grant program as well as the General Terms and Conditions associated with all agreements with the State of California.
6. Grantee's Information and Signature  
This is where you or your authorized representative prints name and title and signs. Original signatures need to appear on all grant agreements.
7. DBW Information and Deputy Director's signature  
This is where the Division of Boating and Waterways Deputy Director signs the grant agreement. A grant is not complete or valid until both signatures of both parties appear on this form.
8. Certificate of Funding  
This is where the DBW administrative details including grant amount, vendor number, billing codes and funding sources are listed for accounting purposes.

**SAMPLE GRANT AGREEMENT SIGNATURE PAGE**

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

**GRANT AGREEMENT**

SAMPLE

**Grantee:** (Aquatic Center Name) 1

**GRANT AGREEMENT PERFORMANCE PERIOD:** 2

**PROJECT TITLE:** Aquatic Center Grants      **GRANT NUMBER:** C8956XXX 3

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

5 The General and Special Provisions attached are made a part of and incorporated into the Agreement as **Exhibits B, C, D, E**.

**Grantee:** (Name) 6

**Agency:** Department of Parks and Recreation,  
Division of Boating and Waterways  
ATTN: (Name)

**Address:** (Mailing)

**Address:** One Capitol Mall, Suite 500  
Sacramento, CA 95814

BY: \_\_\_\_\_  
(Authorized Signature)

BY: 7 \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

Christopher C. Conlin, Deputy Director (Acting)  
(Printed Name and Title of Authorized Representative)

Date \_\_\_\_\_

Date \_\_\_\_\_

**CERTIFICATE OF FUNDING 8**

CONTRACT/AGREEMENT NO	AMENDMENT NO	CALSTARS VENDOR NO	PROJECT NO NA
AMOUNT ENCUMBERED BY THIS DOCUMENT \$	FUND TITLE		AGENCY BILLING CODE NO 032023
PRIOR AMOUNT ENCUMBERED BY THIS DOCUMENT \$	ITEM 3790-101-0890	CHAPTER XX	STATUTE 2015
TOTAL AMOUNT ENCUMBERED TO DATE \$	INDEX 1700	OBJECT CODE	FISCAL YEAR 2015/16
T.B.A. NO	<i>I hereby certify upon my own personal knowledge that the budgeted funds are available for this encumbrance.</i>		
B.R.NO	ACCOUNTING OFFICER'S SIGNATURE	DATE	

## **Overview, Grant Clauses/Requirements**

### **EXHIBIT B – SPECIAL TERMS AND CONDITIONS**

Following are notes to clarify clauses located in Exhibit B of the grant:

References to “Division” shall refer to Department of Parks and Recreation, Division of Boating and Waterways (DBW).

The Grantee is responsible for complying with these provisions for the entire term of the Agreement listed on the grant agreement cover page.

1. The Division shall provide the Grantee a sum not to exceed the amount specified in this Agreement for the purchase of vessels and equipment and/or program funding for use in boating safety instructional programs in accordance with all Attachments incorporated herein by reference.

**Note, Paragraph 1: This clause specifies that we will reimburse the grantee for items listed in the grant exhibits up to the amount listed on the Funding Certificate section of the Grant Agreement. DBW will not be able to reimburse the grantee for any amount that exceeds the amount listed there.**

2. The Division is not obligated to pay for expenditures associated with this Agreement that take place prior to all signatures being secured.
3. Administrative overhead or indirect costs shall not be part of this Agreement.
4. Completing purchases and requesting payments
  - A. The Grantee shall complete purchases of vessels and equipment specified on the budget pages in Exhibits A and F no later than September 30, 20XX. All invoices accompanied by proof of payment pertaining to said purchases of vessels and equipment specified in Exhibits A and F must be received by the Division on or before October 31, 20XX. The Grantee may request approval for an extension to purchase vessels and equipment after this date with justification. The Division is not obligated to make reimbursement payment on any invoice received after these specified deadline dates unless an extension has been approved by the Division.
  - B. The Grantee shall conduct all classes specified on the budget pages in Exhibits A and F by January 31, 2016. All invoices for classes specified on the budget pages in Exhibits A and F must be received by the Division on or before March 1, 2016. The Grantee may request Division approval for an extension to conduct classes after this date with justification. The Division is not obligated to make reimbursement payment on any invoice

received after these specified deadline dates unless an extension has been approved by the Division.

**Note, Paragraph 4: This clause specifies the deadline to conduct all classes listed in Attachments A and F. DBW is not authorized to reimburse the grantee for expenses incurred after these dates unless requests to DBW are approved.**

5. The Grantee shall only make expenditures specified on the budget page(s) contained in this Agreement. Any modifications to the budget page(s) must be approved by the Division. The Grantee must submit a letter to the Division stating the reasons for the requested modification accompanied by a modified budget page. The Division must give approval of the modifications in writing and forward this approval to the Grantee before any expenditure reflected on the modified budget page is made. Nothing herein shall require the Division to give their approval or to reimburse the Grantee for unapproved expenditures.

**Note, Paragraph 5: This clause specifies the items or activities for which DBW will reimburse the grantee. The grantee should pay close attention to the budget sheet in Exhibits A and F of the grant before making expenditures to ensure that any expenditure is consistent with these exhibits. DBW is not obligated to reimburse the grantee for items that deviate from the budget pages in the exhibits. The grantee may request to make changes to the budget pages as explained above.**

6. All invoices from the Grantee must be submitted with the appropriate reimbursement claim form supplied by the Division. Request for reimbursement listed on the claim form must match a corresponding line item on the Grantee's budget page(s). The entire invoice (including all items listed in subsection A below) must be submitted to the Division in triplicate.

A. Additional Documentation

1. Equipment reimbursement payment request  
Reimbursement requests for purchased equipment shall include:
  - a. Equipment reimbursement claim form
  - b. Manufacturer/dealer invoices
  - c. Proof of payment
2. Scholarship reimbursement payment request  
Reimbursement requests for scholarship expenses shall include:
  - a. Scholarship reimbursement claim form
  - b. Course name(s), dates conducted, cost per student, and names and addresses of students when available. If the names and addresses of the students cannot be released, the Grantee shall request alternate

submittal instructions from the Division. This may include but is not limited to submitting the course name and group along with a contact person's (i.e., teacher name, troupe leader, youth director, etc.) name, address, and phone number to verify attendance and completion of class to verify scholarship request.

3. Instructor training reimbursement payment request  
Reimbursement requests for instructor training shall include:
  - a. Instructor training reimbursement claim form
  - b. Receipts from the organization teaching the course that show the course name, student name, date conducted, and cost of the course
  - c. Proof of payment
4. National Safe Boating Week reimbursement payment request  
Reimbursement requests for National Safe Boating Week shall include:
  - a. National Safe Boating Week reimbursement claim form
  - b. A completed Event Report Form (template supplied by the Division) by June 30, 20XX
  - c. Receipts for allowable expenses as described on the National Safe Boating Week information sheet
  - d. Proof of payment

**Note, Paragraph 6: This clause covers the correct procedure for invoicing DBW. Information regarding invoicing and sample templates are also provided in other Sections of this manual. Templates are also available on our website at the following link:**

<http://www.dbw.ca.gov/Funding/AquaticGrant.aspx>

7. The Grantee shall provide a minimum of 30 boating safety education courses each year. Exemptions may be granted depending upon circumstances.
8. Teaching boating safety for a fee, or offsetting that cost by using scholarship funds, is considered to be carrying passengers for hire or for consideration. The grantee shall comply with both federal requirements (Title 46 United States Code and specified in Titles 33 and 46 Code of Federal Regulations) and state requirements (Harbor and Navigation Code, Chapter 5, Article 3; California Code of Regulations, Title 14, Article 7) for for-hire vessel operation and will comply with those licensing requirements when applicable before utilizing any equipment or scholarship funding associated with this Agreement.

**Note, Paragraph 8: If an individual holds the Coast Guard license, DBW will waive the physical, written and practical exam, as well as the experience**

**(or moral character) affidavits for the state's for-hire license, but the applicant must still file an application with DBW if they want to operate on solely state waterways which are not subject to federal jurisdiction. DBW will request a completed application and a copy of both sides of the Coast Guard license.**

9. The Grantee shall send a representative (boating program director, or other representative approved by the Division) to all days of one Aquatic Center Directors' Meeting annually during the term of the Agreement. Should the Grantee or representative be unable to attend the meeting, the Grantee must forward a letter to the Division stating the reason why they cannot attend and commit to attend the next meeting. The Division must grant approval in writing in order for the Grantee not to be in breach of this Agreement for failure to attend. Nothing herein shall require the Division to give its approval.

#### 10. Reports

A. The Grantee shall submit annual reports to the Division due no later than December 1st each year of the Agreement term which shall include program activities and enhancements, the number and demographics of the population served by the Grantee's program during the previous calendar year, photographs or pictures on a computer disc from the year's activities, equipment inventory of items on the Division's Inventory Form purchased with grant money if applicable, and suggested changes and recommendations for improvements to the Aquatic Grants Program. The Annual Report template will be available on the Division's website by October 31st each year.

B. If the Grantee requests and receives grant funding for a National Safe Boating Week event, the grantee shall submit an event report no later than September 30th each year after the event. The National Safe Boating Week Event Report shall include, but not be limited to, an event description and digital photos, the date and time of the event, the type of activities actually offered, educational materials distributed, target audience and actual number of participants, publicity efforts for the event, successful and unsuccessful aspects of the event and suggestions to DBW for future such events.

**Note, Paragraph 10: You will be notified of the date to submit the annual report and also what information to provide.**

Paragraphs 11-17 apply to any equipment purchased under this Agreement:

11. All equipment associated with this Agreement shall revert to the Division should the Grantee default on any portion of this Agreement. The California Department of Parks and Recreation, Division of Boating and Waterways



shall be listed as lienholder on all equipment subjected to the registration requirements of the California Department of Motor Vehicles.

**Note, Paragraph 11: This clause explains that the division will retain ownership of all equipment purchased under the grant. "California State Parks Division of Boating and Waterways" must be listed as lien holder on any registration slip. The grantee should be listed as the registered owner.**

12. The Grantee shall be responsible for the costs of operating and maintaining grant-funded vessels; the Division is not liable for such costs. The Grantee agrees to repair or replace any equipment purchased under this Agreement if lost, stolen, or damaged.

**Note, Paragraph 12: Please note that it is your responsibility to maintain and protect equipment. The division expects you to replace any stolen, lost or damaged equipment.**

13. The Grantee shall perform a physical inventory of all equipment purchased under this Agreement and reconcile the inventory with the property records at least annually to verify the existence, current utilization, and continued need for the equipment. Grantee shall keep complete and accurate records of all expenditure pertaining to the purchase of additional equipment and the operation and maintenance of grant-funded vessels; such records shall be available and open to the Division at all reasonable times for inspection and audit by any authorized representative of the Division.

**Note, Paragraph 13: The grantee will be asked in the annual report to provide an updated inventory list using the division's Inventory Form.**

14. Property records shall be maintained by the Grantee and provided on the Grant program's inventory form titled Equipment Inventory List that accurately provides: a description of the property, manufacturer, serial number or other identification number, property location and condition.

15. The Grantee shall request disposition instructions from the Division for equipment no longer needed in the Grantee's boating education program or that is no longer seaworthy.

**Note, Paragraph 15: Disposition instructions are provided in Section 3 of this manual.**

16. When purchasing equipment, the Grantee shall ensure that adequate competition has been sought by taking the following steps:

A. The Grantee shall openly seek estimates for equipment.

- B. All estimates should be submitted in writing. If a written estimate is not possible, the Grantee shall document any verbal estimate.
  - C. The Grantee shall make every effort to ensure that three (3) estimates are received prior to the purchase of said equipment. If three (3) estimates are not received, the Grantee shall fully document why three (3) estimates could not be received. All estimates or documentation shall be retained by the Grantee. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment.
  - D. Should a certified small business submit an estimate, the business can claim a preference of five (5) percent when submitting as compared to the lowest responsible proposer who is not a certified small business. (Certified small business is defined as a business certified by the Office of Small Business and DVBE Services)
17. The Grantee understands and agrees that equipment purchased with funds granted under this Agreement shall be prioritized for use in the following order: 1) by students officially enrolled in the courses of instruction taught or provided by the Grantee; 2) by the Grantee for community/outreach events; 3) by the Grantee for competitive practices and events; 4) by members of the public through a DBW-approved equipment check-out program managed by the Grantee.
- A. The Grantee shall ensure that if making grant-funded equipment available to be checked out, whether for free or for a fee, by a student enrolled in, or who has previously been enrolled in one of the Grantee's boating safety courses, or checked out for use in competition as approved by DBW, that all such users have either, 1) successfully completed a boating safety course for that type of equipment through the Grantee's organization, or 2) demonstrated sufficient knowledge of applicable boating safety and navigational rules and laws and demonstrated safe and practical handling of the specific vessel being check-out before taking it on the water, or 3) received a basic boating safety check-out lesson and boating demonstration from qualified instructors including on-the-water guidance. The Grantee shall have a DBW-approved equipment check-out policy on file with DBW. The Grantee shall require the person checking out the vessel to sign a waiver stating that they have complied with one of the three safety requirements listed in this paragraph.
  - B. All proceeds from the above-specified uses of equipment purchased in this Agreement shall stay vested within the Grantee's boating safety education program, and shall be used only to fund enhancements of and additions to the Grantee's boating education program. The Grantee shall keep specific and accurate records of all uses of equipment purchased

with funds granted under this Agreement, and all fees collected for uses of equipment purchased in this Agreement as specified in subdivision (a), above.

C. DBW shall have discretion to disapprove any course, course outline, or boating safety lesson plan of a Grantee before the Grantee proceeds with an equipment check-out program. The Grantee shall make any and all necessary changes to meet the DBW request. Approval shall not be unreasonably withheld.

D. On no occasion shall the Grantee lend or sub-lease DBW grant-funded equipment to another person or entity for any purpose.

18. The Grantee agrees that the California Department of Parks and Recreation, the Division of Boating and Waterways, 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. The Grantee agrees to maintain such records for possible audit for a minimum of 15 years from the commencement of this Agreement.

The Grantee shall keep a record of all paperwork connected with this Agreement including, but not limited to, request for changes to the budget page, invoices from manufacturers or dealers for equipment and supplies purchased, proof of payment, scholarship class lists, requests for reimbursement and payments received from the Division regarding those requests.

19. The State reserves the right to terminate this Agreement for any reason subject to thirty (30) days written notice to the Grantee. The Grantee may submit a written request to terminate this Agreement only if the State should substantially fail to perform its responsibilities as provided herein and said finding has been made by the Officer designated to hear any underlying disputes between the parties. In the event the Agreement is terminated prior to the expiration of the full term of the Agreement, ownership of all property purchased with funds from the Agreement shall revert to the Division.

20. Subject to available funding and satisfactory performance, the Division shall have the option of extending the term of this grant, revising the term and expenditure dates of the grant, if needed, to correspond to this change. At the Division's request, the Grantee shall submit a new proposal, which shall be evaluated by the Division. If the proposal is satisfactory, the Division may award the Grantee additional funds. The new proposal provided by the Grantee shall be incorporated as an Amendment and Exhibit, and all reimbursements shall be in accordance with that new Amendment and Exhibit. All other terms and conditions listed herein shall remain unchanged.

## 21. Release of copyrighted material pursuant to Public Records Act request

Any and all information, writings, reports, maps or materials generated or produced pursuant to this Agreement, whether in electronic, written, or any other format, are subject to disclosure by the California Department of Parks and Recreation, Division of Boating and Waterways (Division) pursuant to the requirements of the California Public Records Act (PRA), Government Code section 6250 et seq., notwithstanding any copyright claims that may attach to such information, writings, reports, maps or materials. Any disclosure of such copyrighted material by the Division pursuant to the PRA shall not give the person or persons receiving such copyrighted information, license to violate the copyright, and any PRA requester who receives copyrighted material pursuant to PRA disclosure by the Division shall be informed of that fact. The Grantee understands and agrees that it shall not be entitled to any additional compensation from the Division if any of the information, writings, reports, maps or materials generated or produced pursuant to this Agreement, whether in electronic, written, or any other format, are released by the Division pursuant to a demand for such information pursuant to the PRA.

Grantee hereby indemnifies and holds the California Department of Parks and Recreation, Division of Boating and Waterways harmless for any and all violations of copyright perpetrated by any persons who receive such copyrighted information, writings, reports, maps or materials generated or produced pursuant to this Agreement, whether in electronic, written, or any other format, that is released by the California Department of Parks and Recreation, Division of Boating and Waterways pursuant to a demand for such information pursuant to the PRA.”

## INSURANCE REQUIREMENTS

### 22. General insurance requirements applying to all policies

#### A. Coverage Term

Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the grant, a new certificate must be received by the Division at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the grant.

#### B. Policy cancellation or termination & notice of non-renewal

Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the Division. In the event Grantee fails to keep in effect at all times the specified insurance coverage, the Division may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.

#### C. Deductible

Grantee is responsible for any deductible or self-insured retention contained within their insurance program.

#### D. Primary clause

Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.

#### E. Insurance carrier required rating

All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

#### F. Endorsements

Any required endorsements requested by the Division must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

All policies or letters of self-insurance must use the CG-2010-1185 form or equivalent and include the following clause:

The California Department of Parks and Recreation, Division of Boating and Waterways and the State of California, its officers, agents, employees, and servants are named as additional insured.

In the case of the Grantee's utilization of subcontractors to complete the scope of work, the Grantee shall include all subcontractors as insured's under Grantee's insurance or supply evidence of insurance to the Division equal to policies, coverages and limits required of Grantee.

Any proposed change in this status shall be reported to the Division prior to the change and may result in restrictions being imposed on the usage of the monies or equipment.

### G. Inadequate Insurance –

Inadequate or lack of insurance does not negate the Grantee's obligations under the Agreement.

## 23. Insurance Coverage Requirements

### A. Commercial General Liability

The Grantee shall maintain general liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee's limit of liability.

### B. Vessel Insurance

The Grantee shall produce evidence of necessary insurance for all vessels bought with the grant money and all vessels used in boating programs funded by grant money.

### C. Automobile Liability

The Grantee must provide either (1) or (2) below:

1. If automobiles are used in the transportation of vessels or people involved in aquatic programs then the following coverage is needed:

The Grantee shall maintain motor vehicle liability with limits required by State and Federal statute but shall not be less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

2. If automobiles are not used in the transportation of vessels or of people when carrying out the activities covered by this grant award, then the Non Use of Automobiles Proof of Insurance Waiver must be submitted.

### D. Watercraft Liability

The 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 any watercraft.

#### E. Workers Compensation and Employers Liability

The Grantee must provide either (1) or (2) below:

1. The Grantee shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required.

In addition, the grantee shall forward a Waiver of Subrogation.

2. If paid employees are not used to carry out the activities covered by this Agreement, then the Exemption of Workers Compensation must be submitted.

#### 24. Self-Insurance

The Grantee shall provide evidence of self-insurance. The Division reserves the right to request financial information.

**Overview, Grant Clauses/Requirements**  
**EXHIBIT B – SPECIAL TERMS AND CONDITIONS**  
**(for University of California)**

*Following are notes to clarify clauses located in Attachment B for University of California (UC) grant applicants.*

References to “Division” shall refer to Department of Parks and Recreation, Division of Boating and Waterways.

The Grantee is responsible for complying with these provisions for the entire term of the Agreement listed on the grant agreement cover page.

1. The Division shall provide the Grantee a sum not to exceed the amount specified in this Agreement for the purchase of vessels and equipment and/or program funding for use in boating safety instructional programs in accordance with all Attachments incorporated herein by reference.

**Note, Paragraph 1: This clause specifies that we will reimburse the grantee for items listed in the grant exhibits up to the amount listed on the Funding Certificate section of the Grant Agreement. DBW will not be able to reimburse the grantee for any amount that exceeds the amount listed there.**

2. The Division is not obligated to pay for expenditures associated with this Agreement that take place prior to all signatures being secured.
3. Administrative overhead or indirect costs shall not be part of this Agreement.
4. Completing purchases and requesting payments
  - A. The Grantee shall complete purchases of vessels and equipment specified on the budget pages in Exhibits A and F no later than September 30, 2015. All invoices accompanied by proof of payment pertaining to said purchases of vessels and equipment specified in Exhibits A and F must be received by the Division on or before October 31, 2015. The Grantee may request approval for an extension to purchase vessels and equipment after this date with justification. The Division is not obligated to make reimbursement payment on any invoice received after these specified deadline dates unless an extension has been approved by the Division.
  - B. The Grantee shall conduct all classes specified on the budget pages in Exhibits A and F by January 31, 2016. All invoices for classes specified on the budget pages in Exhibits A and F must be received by the Division on or before March 1, 2016. The Grantee may request Division approval for an extension to conduct classes after this date with justification. The Division is not obligated to make reimbursement payment on any invoice



received after these specified deadline dates unless an extension has been approved by the Division.

**Note, Paragraph 4: This clause specifies the deadline to conduct all classes listed in Exhibits A and F. DBW is not authorized to reimburse the grantee for expenses incurred after this date unless requests to DBW are approved.**

5. The Grantee shall only make expenditures specified on the budget page(s) contained in this Agreement. Any modifications to the budget page(s) must be approved by the Division. The Grantee must submit a letter to the Division stating the reasons for the requested modification accompanied by a modified budget page. The Division must give approval of the modifications in writing and forward this approval to the Grantee before any expenditure reflected on the modified budget page is made. Nothing herein shall require the Division to give their approval or to reimburse the Grantee for unapproved expenditures.

**Note, Paragraph 5: This clause specifies the items or activities for which DBW will reimburse the grantee. The grantee should pay close attention to the budget sheet in Exhibits A and F of the grant before making expenditures to ensure that any expenditure is consistent with these exhibits. DBW is not obligated to reimburse the grantee for items that deviate from the budget page in the exhibits. The grantee may request to make changes to the budget sheets as explained above.**

6. All invoices from the Grantee must be submitted with the appropriate reimbursement claim form supplied by the Division. Request for reimbursement listed on the claim form must match a corresponding line item on the Grantee's budget page(s). The entire invoice (including all items listed in subsection A below) must be submitted to the Division in triplicate.

A. Additional Documentation

1. Equipment reimbursement payment request  
Reimbursement requests for purchased equipment shall include:
  - a. Equipment reimbursement claim form
  - b. Manufacturer/dealer invoices.
  - c. Proof of payment
2. Scholarship reimbursement payment request  
Reimbursement requests for scholarship expenses shall include:
  - a. Scholarship reimbursement claim form
  - b. Course name(s), dates conducted, cost per student, and names and addresses of students when available. If the names and addresses of the students cannot be released, the Grantee shall request alternate submittal instructions from the Division. This may include but is not

limited to submitting the course name and group along with a contact person's (i.e., teacher name, troupe leader, youth director, etc.) name, address, and phone number to verify attendance and completion of class to verify scholarship request.

3. Instructor training reimbursement payment request  
Reimbursement requests for instructor training shall include:
  - a. Instructor training reimbursement claim form
  - b. Receipts from the organization teaching the course that show the course name, student name, date conducted, and cost of the course.
  - c. Proof of payment
  
4. National Safe Boating Week reimbursement payment request  
Reimbursement requests for National Safe Boating Week shall include:
  - a. National Safe Boating Week reimbursement claim form
  - b. A completed Event Report Form (template supplied by the Division) by June 30, 2015.
  - c. Receipts for allowable expenses as described on the National Safe Boating Week information sheet.
  - d. Proof of payment

**Note, Paragraph 6: This clause covers the correct procedure for invoicing DBW. Information regarding invoicing and sample templates are also provided in other Sections of this manual. Templates are also available on our website at the following link:**

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7. The Grantee shall provide a minimum of 30 boating safety education courses each year. Exemptions may be granted depending upon circumstances.
  
8. Teaching boating safety for a fee, or offsetting that cost by using scholarship funds, is considered to be carrying passengers for hire or for consideration. The grantee shall comply with both federal requirements (Title 46 United States Code and specified in Titles 33 and 46 Code of Federal Regulations) and state requirements (Harbor and Navigation Code, Chapter 5, Article 3; California Code of Regulations, Title 14, Article 7) for for-hire vessel operation and will comply with those licensing requirements when applicable before utilizing any equipment or scholarship funding associated with this Agreement.

**Note, Paragraph 8: If an individual holds the Coast Guard license, DBW will waive the physical, written and practical exam, as well as the experience (or moral character) affidavits for the state's for-hire license, but the applicant must still file an application with DBW if they want to operate on solely state waterways which are not subject to federal jurisdiction. DBW**

**will request a completed application and a copy of both sides of the Coast Guard license.**

9. The Grantee shall send a representative (boating program director, or other representative approved by the Division) to all days of one Aquatic Center Directors' Meeting annually during the term of the Agreement. Should the Grantee or representative be unable to attend the meeting, the Grantee must forward a letter to the Division stating the reason why they cannot attend and commit to attend the next meeting. The Division must grant approval in writing in order for the Grantee not to be in breach of this Agreement for failure to attend. Nothing herein shall require the Division to give its approval.

10. Reports

A. The Grantee shall submit annual reports to the Division due no later than December 1st each year of the Agreement term which shall include program activities and enhancements, the number and demographics of the population served by the Grantee's program during the previous calendar year, photographs or pictures on a computer disc from the year's activities, equipment inventory of items on the Division's Inventory Form purchased with grant money if applicable, and suggested changes and recommendations for improvements to the Aquatic Grants Program. The Annual Report template will be available on the Division's website by October 31st each year.

B. If the Grantee requests and receives grant funding for a National Safe Boating Week event, the grantee shall submit an event report no later than September 30th each year after the event. The National Safe Boating Week Event Report shall include, but not be limited to, an event description and digital photos, the date and time of the event, the type of activities actually offered, educational materials distributed, target audience and actual number of participants, publicity efforts for the event, successful and unsuccessful aspects of the event and suggestions to DBW for future such events.

**Note, Paragraph 10: You will be notified of the date to submit the annual report and also what information to provide.**

Paragraphs 11-17 apply to any equipment purchased under this Agreement:

11. All equipment associated with this Agreement shall revert to the Division should the Grantee default on any portion of this Agreement. The California Department of Parks and Recreation, Division of Boating and Waterways shall be listed as lienholder on all equipment subjected to the registration requirements of the California Department of Motor Vehicles.

**Note, Paragraph 11: This clause explains that the division will retain ownership of all equipment purchased under the grant. “California State Parks Division of Boating and Waterways” must be listed as lien holder on any registration slip. The grantee should be listed as the registered owner.**

12.The Grantee shall be responsible for the costs of operating and maintaining grant-funded vessels; the Division is not liable for such costs. The Grantee agrees to repair or replace any equipment purchased under this Agreement if lost, stolen, or damaged.

**Note, Paragraph 12: Please not that it is your responsibility to maintain and protect equipment. The division expects you to replace any stolen, lost or damaged equipment.**

13.The Grantee shall perform a physical inventory of all equipment purchased under this Agreement and reconcile the inventory with the property records at least annually to verify the existence, current utilization, and continued need for the equipment. Grantee shall keep complete and accurate records of all expenditure pertaining to the purchase of additional equipment and the operation and maintenance of grant-funded vessels; such records shall be available and open to the Division at all reasonable times for inspection and audit by any authorized representative of the Division.

**Note, Paragraph 13: The grantee will be asked in the annual report to provide an updated inventory list using the the division’s Inventory Form.**

14.Property records shall be maintained by the Grantee and provided on the Grant program’s inventory form titled Equipment Inventory List that accurately provides: a description of the property, manufacturer, serial number or other identification number, property location and condition.

15.The Grantee shall request disposition instructions from the Division for equipment no longer needed in the Grantee’s boating education program or that is no longer seaworthy.

**Note, Paragraph 15: Disposition instructions are provided in Section 3 of this manual.**

16.When purchasing equipment, the Grantee shall ensure that adequate competition has been sought by taking the following steps:

- A. The Grantee shall openly seek estimates for equipment.
- B. All estimates should be submitted in writing. If a written estimate is not possible, the Grantee shall document any verbal estimate.

- C. The Grantee shall make every effort to ensure that three (3) estimates are received prior to the purchase of said equipment. If three (3) estimates are not received, the Grantee shall fully document why three (3) estimates could not be received. All estimates or documentation shall be retained by the Grantee. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the final payment.
  - D. Should a certified small business submit an estimate, the business can claim a preference of five (5) percent when submitting as compared to the lowest responsible proposer who is not a certified small business. (Certified small business is defined as a business certified by the Office of Small Business and DVBE Services)
17. The Grantee understands and agrees that equipment purchased with funds granted under this Agreement shall be prioritized for use in the following order: 1) by students officially enrolled in the courses of instruction taught or provided by the Grantee; 2) by the Grantee for community/outreach events; 3) by the Grantee for competitive practices and events; 4) by members of the public through a DBW-approved equipment check-out program managed by the Grantee.
- A. The Grantee shall ensure that if making grant-funded equipment available to be checked out, whether for free or for a fee, by a student enrolled in, or who has previously been enrolled in one of the Grantee's boating safety courses, or checked out for use in competition as approved by DBW, that all such users have either, 1) successfully completed a boating safety course for that type of equipment through the Grantee's organization, or 2) demonstrated sufficient knowledge of applicable boating safety and navigational rules and laws and demonstrated safe and practical handling of the specific vessel being check-out before taking it on the water, or 3) received a basic boating safety check-out lesson and boating demonstration from qualified instructors including on-the-water guidance. The Grantee shall have a DBW-approved equipment check-out policy on file with DBW. The Grantee shall require the person checking out the vessel to sign a waiver stating that they have complied with one of the three safety requirements listed in this paragraph.
  - B. All proceeds from the above-specified uses of equipment purchased in this Agreement shall stay vested within the Grantee's boating safety education program, and shall be used only to fund enhancements of and additions to the Grantee's boating education program. The Grantee shall keep specific and accurate records of all uses of equipment purchased with funds granted under this Agreement, and all fees collected for uses of equipment purchased in this Agreement as specified in subdivision (a), above.

C. DBW shall have discretion to disapprove any course, course outline, or boating safety lesson plan of a Grantee before the Grantee proceeds with an equipment check-out program. The Grantee shall make any and all necessary changes to meet the DBW request. Approval shall not be unreasonably withheld.

D. On no occasion shall the Grantee lend or sub-lease DBW grant-funded equipment to another person or entity for any purpose.

18. The Grantee agrees that the California Department of Parks and Recreation, the Division of Boating and Waterways, 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. The Grantee agrees to maintain such records for possible audit for a minimum of 15 years from the commencement of this Agreement.

The Grantee shall keep a record of all paperwork connected with this Agreement including, but not limited to, request for changes to the budget page, invoices from manufacturers or dealers for equipment and supplies purchased, proof of payment, scholarship class lists, requests for reimbursement and payments received from the Division regarding those requests.

19. The State reserves the right to terminate this Agreement for any reason subject to thirty (30) days written notice to the Grantee. The Grantee may submit a written request to terminate this Agreement only if the State should substantially fail to perform its responsibilities as provided herein and said finding has been made by the Officer designated to hear any underlying disputes between the parties. In the event the Agreement is terminated prior to the expiration of the full term of the Agreement, ownership of all property purchased with funds from the Agreement shall revert to the Division.

20. Subject to available funding and satisfactory performance, the Division shall have the option of extending the term of this grant, revising the term and expenditure dates of the grant, if needed, to correspond to this change. At the Division's request, the Grantee shall submit a new proposal, which shall be evaluated by the Division. If the proposal is satisfactory, the Division may award the Grantee additional funds. The new proposal provided by the Grantee shall be incorporated as an Amendment and Exhibit, and all reimbursements shall be in accordance with that new Amendment and Exhibit. All other terms and conditions listed herein shall remain unchanged.

21. The Regents of the University of California shall defend, indemnify and hold the State of California and its Agencies, their respective officers, employees and agents harmless from and against any and all liability, loss, expense,

attorneys' fees or claims for injury or damages arising out of the performance of this Agreement in proportion to and to the extent such liability, loss expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Regents of the University of California, its officers, agents, or employees.

## 22. Release of copyrighted material pursuant to Public Records Act request

Any and all information, writings, reports, maps or materials generated or produced pursuant to this Agreement, whether in electronic, written, or any other format, are subject to disclosure by the California Department of Parks and Recreation, Division of Boating and Waterways (Division) pursuant to the requirements of the California Public Records Act (PRA), Government Code section 6250 et seq., notwithstanding any copyright claims that may attach to such information, writings, reports, maps or materials. Any disclosure of such copyrighted material by the Division pursuant to the PRA shall not give the person or persons receiving such copyrighted information, license to violate the copyright, and any PRA requester who receives copyrighted material pursuant to PRA disclosure by the Division shall be informed of that fact. The Grantee understands and agrees that it shall not be entitled to any additional compensation from the Division if any of the information, writings, reports, maps or materials generated or produced pursuant to this Agreement, whether in electronic, written, or any other format, are released by the Division pursuant to a demand for such information pursuant to the PRA.

End of Section I

## **Section II**

### **DBW Aquatic Grants Invoicing**

The following information is included in this section:

1. When to Invoice
2. How often to Invoice
3. Invoice structure
4. Length of invoice processing time
5. Reimbursement claim forms

#### **1. When to invoice**

Once all signatures for the grant agreement have been secured and approved it is considered finalized and you may begin to spend money in accordance with the grant.

As you make purchases or conduct classes, you may begin invoicing DBW for reimbursement. Regarding equipment purchases, you may only submit invoices for equipment that has been purchased, delivered and you are in possession of a receipt of statement showing the equipment has been paid in full. DBW does not issue reimbursement on a purchase order. For scholarship and training reimbursement, you may only request payment for completed classes/training. National Safe Boating Week reimbursement requests cannot be made prior to the event.

If all invoicing procedures are not followed, your invoice will be returned for correction.

#### **2. How often to invoice**

You may choose to submit one invoice once all purchases have been made and all classes have been conducted. You may also request reimbursement on an ongoing basis as money is spent. DBW is not authorized to issue payment to a grantee more frequently than once a month.

#### **3. Invoice structure**

In order to expedite your reimbursement, it is important to ensure that your reimbursement request contains all of the information listed below. Please submit Reimbursement Claim Form, receipts and supporting documents **in triplicate**.



## **A. Reimbursement cover page**

A letter/memo from your organization to DBW that requests payment is necessary in order to receive a reimbursement. This letter/memo must include:

- The name of your organization (Name must match the name on the grant agreement.)
- The address of your organization (If the address where you want the payment sent differs from the address of your organization, you must indicate this on the letter and reimbursement request as well)
- The grant number (C8956\_ \_ \_)
- A request for reimbursement (“Please pay the following”)
- The total amount requested for reimbursement.
- Name and number of a person to contact if questions arise.
- DBW address to be shown on reimbursement package

California State Parks Division of Boating and Waterways  
1 Capitol Mall, Suite 500  
Sacramento, CA 95814  
Attention: Aquatic Center Boating Safety Grant Program

Make sure the envelope containing your reimbursement request contains the entire address/contact name listed above in order to ensure that it is not misrouted.

## **B. Reimbursement Claim Forms**

The grantee must use the DBW Aquatic Grant Reimbursement Claim Forms provided online to summarize equipment purchases or scholarship, training and National Safe Boating Week expenses incurred according to the approved Budget Page. More than one line item may be included on each Reimbursement Claim Form and must match its corresponding line item number from the Budget Page. Proof of equipment payment to the vendor must accompany requests for reimbursement. You may download these forms from the DBW website at:

<http://www.dbw.ca.gov/Funding/AquaticGrant.aspx>

## **C. Additional Documentation**

### **Equipment – Reimbursement Payment Request**

Reimbursement requests for equipment purchased must be accompanied by the manufacturer/dealer receipts/statements showing that you have purchased and taken delivery of the items and clearly show that payment has been made in full.

If submitting a dealer/manufacturer receipt or statement for reimbursement that contains additional items you have purchased that are not included in the grant, please circle the items that are part of the reimbursement on the dealer invoice and add the appropriate tax.

*Reminder: These receipts or statements must be the final invoice. DBW cannot issue payment from a purchase order or partially paid invoice.*

### **Scholarship – Reimbursement Payment Request**

Scholarship invoices must include the names and addresses of participants when available. If the names and addresses of minors cannot be released, the grantee must include contact information of the course instructor or group leader (i.e., teacher name, troupe leader, youth director, etc.), in order for DBW to verify the scholarship request including attendance and completion of the class. While the Scholarship Reimbursement Form must be submitted in triplicate, only one class list needs to be submitted with the three forms. See Sample Group Scholarship Documentation Form in this section.

More than one course may be included on the Scholarship Reimbursement Form. The course name must match the Budget Page Scholarship line item.

The class list must include the following:

- a. Name and date(s) of the course
- b. The cost of the course
- c. Names and addresses of the students served (unless prohibited from releasing the names and addresses of minors)
- d. Scholarship amount per student.
- e. Total amount of the scholarship reimbursement claim

Note: As stated above, when grantees are legally unable to submit the names and addresses of persons under 18 years of age, please list the following instead:

- a. Name and date(s) of the course
- b. The cost of the course
- c. Name of organization/school associated with students, if any

- d. Contact information of the course instructor or group leader (i.e., teacher name, troupe leader, youth director)
- e. Scholarship amount per student
- f. Total amount of the scholarship reimbursement claim

*In case of a program audit, please keep the names of the students in your files, should we need to conduct a confidential audit.*

### **Instructor Training – Reimbursement Payment Request**

Reimbursement requests for instructor training, including attendance at a DBW Aquatic Center Director Meeting, shall include receipts from the organization teaching the course showing the type of course, registration fee(s), travel, the individual(s) name trained, date conducted, and cost.

### **Travel Reimbursement**

If travel is included in a training reimbursement request, payment cannot exceed current State Per Diem rates for mileage, meals, lodging, car rental, etc. See the guidelines at the end of this section.

### **National Safe Boating Week – Reimbursement Payment Request**

Reimbursement requests for National Safe Boating Week grant budget page line items cannot be sent to DBW until after the date of the event. When sending in receipts showing multiple items, please circle the items to be reimbursed and note the matching budget page line items. If scholarships are given at the National Safe Boating Week event, they cannot be reimbursed until the actual class has been taken.

Grantee is required to maintain records of the Agreement's accounting of expenditures, requests for reimbursements, and payments received. Grantee must track expenditures and reimbursement requests to maintain grant balance and assure grant deadlines are kept.

## **4. Length of invoice processing time**

The length of time to process an aquatic grant reimbursement invoice varies. When the request for reimbursement arrives, it is compared to the grant budget page to ensure the expenditures were authorized. Every attempt is made to move grant invoices out of the unit within one to two weeks of receipt. As stated, once the invoice is approved, it is sent to our administrative unit for further processing. They verify that the payment is legitimate, that there is still money in your grant, and then list it on a claim schedule that is sent to the State Controllers Office. Claim schedules are usually sent to the State Controller's Office once a





**SAMPLE GROUP SCHOLARSHIP DOCUMENTATION**

Grantee: San Francisco Outdoors  
Course Title: **Introduction to Paddling Safety**  
Course Date: 3/4/15  
Cost \$35.00/participant **Total: \$385.00**  
Client: YMCA of South Valley  
123 South Street  
Southville, CA 95222

Organizer: **Sam Smith**

Email: [Ssmithy73@YMCA.com](mailto:Ssmithy73@YMCA.com) Phone: 415-222-1234

**Total Number of Participants Receiving Scholarships – 11**

Names (If allowed)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.



## **Travel Reimbursement Information**

### Meal and Incidental Allowances

Breakfast.....	\$7
Lunch .....	\$11
Dinner .....	\$23
Incidentals(see note below) .....	\$5

### On the first day of travel\*

Trip begins on or before 6 a.m.	Breakfast may be claimed
Trip begins on or before 11:00 a.m.	Lunch may be claimed
Trip begins on or before 5 p.m.	Dinner may be claimed

### On the fractional day of travel at the end of a trip of more than 24 hours

Trip ends at or after 8 a.m.	Breakfast may be claimed
Trip ends at or after 2 p.m.	Lunch may be claimed
Trip ends at or after 7 p.m.	Dinner may be claimed

\* Trip start time and end time must be documented on travel reimbursement request.

### **Additional Notes regarding Meals and Incidentals**

- One \$5 incidental amount may be claimed for each 24-hour period in the trip for tips only
- No lunch or incidentals may be claimed on trips of less than 24 hours
- Meals already included in meeting registration fee may not be claimed.

### **Gas Receipts**

Gas receipts are not eligible for reimbursement. Instead, you will claim mileage, as listed in the next section.

### **Public Transportation**

Bus, train, BART, etc. and airline receipts all may be claimed for reimbursement. If your home airport is served by Southwest, please use that carrier unless the flight times do not allow you to make the meeting start/end times. Airlines other than Southwest may be used, but must be within \$50 of the Southwest price.

### **Mileage Amounts**

- Mileage for calendar year 2014: \$.56 per mile
- Mileage as of January 1, 2015: \$.575 per mile

### **Parking**

Parking fees may be reimbursed provided they are associated with meeting attendance-either parking to ride public transportation or parking at the meeting location.



**Travel Reimbursement Information, Con't**

**Travel Lodging Information**

You can be reimbursed up to the amounts listed below. Actual lodging expense must be supported by a receipt. The amounts below do not include tax, which may also be claimed. The State of California will not reimburse above the following rates unless DBW approval is received prior to the trip start date.

San Francisco County and the City of Santa Monica.....	\$150
Alameda, San Mateo, and Santa Clara Counties .....	\$140
Monterey and San Diego Counties .....	\$125
Los Angeles, Orange, and Ventura Counties.....	\$120
Napa, Riverside, and Sacramento Counties .....	\$95
All Other Cities and Counties in California .....	\$90



## **Section III**

### **Requests**

- I. Extensions and Changes within the Grant Agreement Performance Period
  - A. Time Extensions
    - 1. Instructions
    - 2. Sample Letter
  - B. Changes to the Budget Page
    - 1. Instructions
    - 2. Template
    - 3. Sample Letter
- II. Disposition of Equipment
  - Instructions and Sample Letters—Selling Equipment
  - Instructions and Sample Letters—Trade-Ins
  - Instructions and Sample Letters—Disposing of Equipment

#### **A. Time Extensions**

##### 1. Instructions

You may encounter the need to extend deadlines within your grant agreement. Occasionally, grantees find that they need more time to complete purchases of equipment or that all classes could not be conducted during the specified period listed in the grant.

Time extensions to deadlines must be justified by the grantee before the deadline and approved by DBW. In no case can deadlines extend beyond the total grant time frame.

**Important Reminder:** Exhibit B – Paragraph 4, Special Terms and Conditions, refers to both the deadline to purchase equipment and conduct classes and the time allowed to invoice (request reimbursement) for these costs. Be sure to note these dates and deadlines associated with the grant and request time extensions before these deadlines.

2. Sample Time Extension Request Letter is on the next page.

## SAMPLE TIME EXTENSION REQUEST LETTER

July 6, 2015

Aquatic Grants Program  
Division of Boating and Waterways  
1 Capitol Mall, #500  
Sacramento, CA 95814

Dear :

(Grantee name) requests a modification to Exhibit B - Paragraph 4 of Grant Agreement C8956XXX (grant number). We are requesting an extension of the deadline to purchase vessels and equipment to (new date).

The reason for this request is that (reason--e.g.: delay with getting equipment in, equipment not available, etc.)

Sincerely,

### **B. Changes to the Grant Budget Page**

#### 1. Instructions

Sometimes, changes need to be made to the budget page that is part of Exhibit A of the grant agreement. Revisions to the budget page line items do not need to go through the formal amendment process. The grant must submit a letter of request justifying each line item change along with a new signed and dated budget page, marked "Revised" that will replace the previous one.

The revised budget page should contain all items that have been or will be purchased in the grant, not just the changed items. The revised budget page

must not add to the total grant award. For example, if the original budget page totaled \$20,000, the revised budget page must also total \$20,000.

## 2. Template

Please use the Budget Page template from the online application.

## 3. Sample Budget Change Letter

### **SAMPLE BUDGET PAGE CHANGE REQUEST LETTER**

July 6, 2015

Aquatic Grants Program  
Division of Boating and Waterways  
1 Capitol Mall, #500  
Sacramento, CA 95814

Dear:

(Grantee name) requests a modification to the budget page listed in Exhibit A of Grant Agreement C8956XXX (grant number). I have attached a signed and dated budget sheet marked "Revised" for your approval.

The reason for this request is that we have found that (equipment was cheaper than expected, going with different model is advisable, received an unexpected donation, had a change in classes due to weather, fire, drought, etc.)

Sincerely,

## Disposition of Equipment

### A. Instructions--Selling Equipment

DBW is the lien holder of all equipment purchased with grant funds. However, at some point, you may wish to sell DBW-funded equipment. In most circumstances, this is allowable. Any equipment sold must be in good condition--safe and seaworthy.

Particularly in the case of engines, grantees have found that they can purchase an engine at a wholesale price and sell it the next year. They will have used the engine and then by selling it early, they realize an amount equivalent to the retail purchase price and are able to purchase a new engine at wholesale price. We encourage this process.

Additionally, many grantees wish to sell aging fleets of vessels while they still have life left in them and then replace them with new fleets. If you decide, for instance, to sell your fleet of vessels and wish to replace it with funds from an additional DBW grant, we require the money realized from the purchase to go toward the purchase of the new fleet or new equipment you wish to purchase.

Should you wish to sell equipment, you must submit a letter of request to do so, along with an "Equipment Sale and/or Transfer Authorization Form". If your request is approved, DBW grant staff will fill out Section 3 of the Transfer Authorization Form and return it to you with a letter authorizing the sale accompanied by the title if applicable.

**Note: Organizations, such as University Foundations, are not entitled to proceeds from the sale.**

### B. Instructions--Trade-Ins

Some grantees may be participating in a formal vessel or engine trade-in program that is available through certain dealers/manufacturers.

If this is the case, each year, you must notify DBW when it is time to trade the vessel in for the new model. We will forward the title to facilitate the trade-in. Once that is completed, you will need to re-register the vessel with California State Parks Division of Boating and Waterways listed as lien holder and the title should be automatically forwarded to our office by DMV.

### **C. Instructions--Disposing of Equipment**

If a registered piece of equipment no longer has useful life and is unsafe to use, you will need to dispose of it. Please complete the following steps:

- Ask for permission in writing from DBW to dispose of the item in question. Indicate in writing why the vessel is no longer safe to use and that you plan to dispose of it
- Receive written permission from DBW to dispose of equipment

Certify in writing:

- That you have disposed of the equipment in question,
- Location of disposition
- Date of disposition
- Get a junk receipt from place where disposal occurred
- Forward pictures of it at the disposal site

#### **1. Sample Disposal Permission Letter**

A sample letter requesting the sale or disposal of equipment is included on the following page.

**SAMPLE EQUIPMENT SALE OR DISPOSAL REQUEST LETTER**

July 6, 2015

Aquatic Grants Program  
Division of Boating and Waterways  
1 Capitol Mall, #500  
Sacramento, CA 95814

Dear:

I am writing to request permission to sell (or dispose of) equipment purchased under grant agreement C8956XXX (grant number).

The equipment in question follows:

<u>Type</u>	<u>HIN number</u>	<u>CF number (if required)</u>
-------------	-------------------	--------------------------------

The reason for this request is that (state justification here).

I will forward a copy of the receipt for your files and will reinvest the money from the sale in the aquatic program in the following manner:

Purchase of replacement equipment or disposal photo and details are as follows:

Sincerely,



## 2. Sample Equipment Sale and/or Transfer Authorization Form

### SAMPLE EQUIPMENT SALE AND/OR TRANSFER AUTHORIZATION

#### EQUIPMENT SALE AND/OR TRANSFER AUTHORIZATION AND RELEASE OF LIABILITY

California Department of Parks and Recreation, Division of Boating and Waterways (DBW)  
Aquatic Grants Program

Section 3 authorization must be obtained prior to the sale of any equipment

#### SECTION 1: LIST OF EQUIPMENT TO SELL

Type of Equipment	Make/Model	HIN	CF #	List condition and any known defects (if no known defects, indicate "none known")

#### SECTION 2: GRANTEE CERTIFICATION

The grantee certifies that any and all defects regarding the equipment listed to the above have been fully documented on this form has been filled out truthfully to the best of the grantee's knowledge.

Grantee Name \_\_\_\_\_ Grantee Agent Signature \_\_\_\_\_

Grantee Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

#### SECTION 3: DIVISION OF BOATING AND WATERWAYS AUTHORIZATION

DBW Representative \_\_\_\_\_ DBW Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

#### SECTION 4: BUYER / TRANSFEREE RELEASE OF LIABILITY

By signing this document, the buyer/transferee certifies that he/she is taking on all liability for any accident, injury, or damage that may result to any person or property having contact with the equipment listed in this document from the moment he/she takes possession of the equipment.

The buyer waives all claims and recourse against the State of California and its employees, agents, contractors, and volunteers, including any right to contribution for any losses or damage arising from, growing out of, or in any way connected with or incident to this purchase/transfer.

Buyer/Transferee Name \_\_\_\_\_ Buyer Signature \_\_\_\_\_

Date \_\_\_\_\_

## **Section IV**

### **Other Activities**

#### **I. Registering Vessels and Trailers**

##### **A. Registering Vessels**

###### **1. Vessels Requiring Registration**

As a rule, every sail-powered vessel over eight feet in length and every motor-driven boat, not registered by the U. S. Coast Guard, using the waters or on the waters of the state are subject to registration.

###### **a. Exceptions**

For purposes of equipment used in this program, the following vessels do not have to be registered in California:

- Vessels propelled solely by oars or paddles.
- Sailboats that are eight feet or less in length without motors.
- Non-motorized surfboards propelled by a sail and with a mast that must be held upright by the operator.

###### **2. Registration Process**

You are required to register your undocumented vessel and pay applicable fees before it is placed in California waters. Vessels previously registered in other states must be registered in California within 120 days of being brought into the state, if it will be used upon California waterways the majority of the time.

- Complete an Application for Vessel Certificate of Number form (Boat 101). <http://www.dmv.ca.gov/forms/boat/boat101.pdf>
- Provide a bill of sale or other proof of ownership.
- Pay the registration and titling fee unless it is an exempt vessel\
- Fee-Exempt Vessel Renewals—Fee-exempt renewals are processed the same as regular renewals except no fees are

due. Fee-exempt vessels are identified by the two-letter suffix in the CF number as follows:

- LC = Government-owned livery
  - XS = Owned by federal government
  - XS = State-owned
  - YB = Owned by a youth group (CVC §9870)
  - XC = Owned by a city, county, district, or other municipality
- Plus, pay a renewal fee in odd numbered years, for a two-year renewal period, or a renewal fee in even numbered years, for a one year renewal period.
  - If the titled vessel operates in California freshwater, Quagga Zebra Mussel Prevention Sticker fees apply.

Complete the transaction at your local DMV or mail your application to:

Department of Motor Vehicles  
P. O. 942869  
Sacramento, California 94269-0001  
Attn: Vessels Section

**PLEASE NOTE:** California State Parks Division of Boating and Waterways retains legal ownership of the equipment purchased under the program. Any vessel or trailer that is required to be registered by the Department of Motor Vehicles shall have the California State Parks Division of Boating and Waterways listed on the registration as the lien holder as follows:

Registered Owner: The name of your organization

Lienholder Name: CA State Parks/Division of Boating & Waterways

Lienholder Address: 4940 Lang Avenue, Bay H  
McClellan, CA 95652

*Note: McClellan is the town, not Sacramento*

## **B. Registering Trailers**

In California, boat trailers and other vessel carriers such as kayak/canoe trailers, are under a Permanent Trailer Identification system. The registration form 4017 can be found at:

<https://www.dmv.ca.gov/portal/wcm/connect/366ec173-9da5-4e7d-a4ea-fcaa6bdd04b5/reg4017.pdf?MOD=AJPERES>

### **The Boat Trailer Registration Process**

Always remember to include CA State Parks/Division of Boating & Waterways as the lien holder. Complete the transaction at your local DMV or mail your application to:

Department of Motor Vehicles  
P. O. 942869  
Sacramento, California 94269-0001  
Attn: Vessels Section

For more information on the registration process, you may access DMV's website <http://www.dmv.ca.gov/boatsinfo/boat.htm>

## **C. Identification Stickers**

Each registered vessel or trailer will be issued an identification number in Parks and Recreation's inventory system. You will be issued a specific numbered sticker for each piece of equipment.

Place it in a place where it will stay dry and also on a clean, smooth surface. The two places that they would prefer are on the inside of the stern of the vessel or on the dashboard. On a trailer, choose a location where it is less likely to get wet.

## II. Reports

### A. Annual Reports

Exhibit B of your grant agreement requires each grantee to submit an End-of-Year Report (Annual Report) for each calendar or partial calendar year in the term of the grant. The Annual Report for the end of Year One may be a part of the application for Year Two funds, or if no funds are needed in Year Two, it must be completed separately. The Annual Report for Year Two, must be completed independent of any new grant application. If no further grant application is made during the term of a 15-year equipment grant, independent Annual Reports for Years 3-15 must continue to be sent to DBW, or when the equipment is approved by the Division to be sold and/or replaced.

The Annual Report details the days the program was operating, types of activities, levels of participation, and an updated inventory list of equipment purchased under the grant and any previous grants between your organization and DBW.

A sample Annual Report questions may include the following:

Please provide a summary of program activity for the period October 1, 20XX-September 30, 20XX. Completion of this report fulfills the annual reporting requirement listed in Paragraph 10 (or 11 in some grants) of Exhibit B of your grant and helps DBW justify the federal funding received from the United States Coast Guard.

Please answer the following questions:

1. How was boating safety improved in your area because of programs/classes offered by your organization? How did your program reflect DBW's mission?
2. The Department of Parks and Recreation is placing special emphasis on reaching urban youth who may be considered "at risk." Please provide an estimate of how many urban youths are accessing and serving in your programming. "Urban" is defined as population centers of over 100,000 residents.
3. Please provide, in electronic format, (CD/DVD, Flash Drive) photographs of students learning boating safety skills and photos of your aquatic facility if available. Students must be in lifejackets if on the water or the dock. A variety of ages and activities is appreciated. We use these pictures in reports and publications on occasion. When submitting photos, please confirm in writing that these photos are available for DBW publications.

4. Complete and attach the worksheet labeled “Boating Safety Courses Offered”.
  - A. As amplification to this worksheet, please provide an analysis of the past year that includes a comparison of your program numbers from this most recent time period (October 1, 20XX-September 30, 20XX) with the identical time period from last year (October 1, 20XX-September 30, 20XX). Explain the rise or the fall of the number of participants.

Include in the discussion any program enhancements, modification or unanticipated events (both positive and negative) that may have altered your program. Additionally, include examples of community support, awards, etc. that were received.

5. Complete and attach the worksheet labeled “Boating-Related Events”.
  - A. As amplification to this worksheet, please provide a discussion of highlights of community events that your organization participated in. Please include how these events increased public awareness in boating safety; or public awareness in your program by broadening participation and/or donations, etc.
  - B. If your organization rarely or does not participate in community events, provide a discussion of why this is not a part of your program outreach, including what obstacles make it difficult to do so.
6. Complete and attach the worksheet labeled “Competitive Events and Practices”. This must include a summary of the name of the event, type of practice for a competitive event, the number of sessions offered annually and the number of participants using grant-funded equipment.
7. Complete and attach the worksheet labeled Equipment Inventory List. Unlike the Year-One inventory list that is part of the current grant application, this equipment inventory list should only include DBW-funded equipment from all open contracts. List all items purchased with DBW grant funds. Include the following information:
  - Purchase price is only required on equipment purchased in grants with numbers beginning with 99 and later.
  - Note the age and condition of the equipment (include large equipment (boats, trailers, engines) and soft goods (paddles, PFDs, radios, electronics, etc.)

- Please be sure to note on your inventory list that all of your boats and trailers purchased through the aquatics funding program are registered/numbered in compliance with state law. The California Department of Parks and Recreation, Division of Boating and Waterways shall be listed as the lien holder and the contractor as the registered owner.
- Provide both a hard copy and one electronic copy of this worksheet. (The electronic copy may be saved on the submitted photo CD/flash drive.)

## **B. National Safe Boating Week Event Reports**

DBW joins many local, state and national groups to participate each year in the National Safe Boating Week (NSBW), the week leading up to the Memorial Day holiday when many boaters take to the water. Aquatic Center grantees may request funds to help cover the cost of an outreach event during this week (or in some areas a community education event before or after the week depending on the local opening date of boating season, climate, water conditions, Spring Break, etc).

Exhibit B of the Grant Agreement requires each aquatic center receiving NSBW funding provide an event report no later than September 30 of each year. This report must contain the following items:

- A description and digital photos of the event including the event date, length of time of the event, the type of activities actually offered, items given away, original target audience and how many of your target audience showed up to participate;
- A brief report what you did to publicize the event including samples of ads, flyers, etc.
- A brief description of what aspects of the event were successful, what aspects were unsuccessful, and what you will do differently in the future (if anything).
- Suggestions about how DBW can enhance the program in the future (how additional funding could be used, materials, advertising, etc.).

### **III. DBW Educational Materials and Acknowledgments**

#### **A. Educational Material Orders**

Aquatic Center Grant recipients may request bulk DBW educational materials directly from the division's online publication list. Upon your first request, DBW staff will provide your organization with a partner code that will allow you to order in bulk. Allow sufficient time before your event or desired distribution date for delivery.

#### **B. Acknowledgements**

Aquatic centers accepting DBW grant funds become, by extension, a DBW representative for boating safety education. In the grant application Minimum Qualifications section, grantees agreed to acknowledge their partnership with DBW and its multimedia outreach in at least the following ways:

- Request and display DBW safety message banners/posters at the aquatic center or where classes are held;
- Request and distribute DBW safety literature at aquatic center events;
- Request and display DBW logo, safety messages, and DBW link(s) on aquatic center website.

When making the above requests to DBW aquatic center grant staff, be sure to include sizes and information about where the logos, safety messages, banners, etc., will be placed/used.

DBW maintains a list of aquatic centers and links, so please supply a map and your home page link to aquatic center grant staff.

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