



PLACER COUNTY
SHERIFF
CORONER-MARSHAL



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EDWARD N. BONNER
SHERIFF-CORONER-MARSHAL

DEVON BELL
UNDERSHERIFF

To: The Honorable Board of Supervisors
From: Edward N. Bonner, Sheriff-Coroner-Marshall 
Date: April 7, 2015
Subject: Department of Parks and Recreation Division of Boating and Waterways Program Agreement

Action Requested

Adopt a Resolution approving the annual Program Agreement between Placer County and the Department of Parks and Recreation Division of Boating and Waterways from July 1, 2015 to June 30, 2016 in the total amount of \$72,475.

Background

The Sheriff's Office submits an application to the Division of Boating and Waterways to help fund the Marine Patrol Program. Program funding for FY 2015-16 includes State funding in the maximum amount of \$72,475, and County boat taxes estimated in the amount of \$188,800, for a total of \$261,275. County boat tax estimates are provided by the Auditor-Controller based on the current year's actual activity. Grant funds will be utilized to support the boating safety enforcement program. During summer months the Sheriff's Office operates a full-time program at Lake Tahoe and part-time program at Folsom Lake, Rollins Lake, Camp Far West, Lake Clementine and other smaller lakes in the area.

Fiscal Impact

Marine Patrol Program funding of \$261,275 is included in the Sheriff's Office FY 2015-16 Submitted Budget. There is no additional impact to the General Fund.

**Before the Board of Supervisors
County of Placer, State of California**

In the matter of:

Resol. No:

**CALIFORNIA DEPARTMENT OF PARKS
AND RECREATION, DIVISION
OF BOATING AND WATERWAYS**

The following Resolution was duly passed by the Board of Supervisors
of the County of Placer at a regular meeting held April 7, 2015,

by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Chair, Board of Supervisors

Attest:
Clerk of said Board

WHEREAS, the County of Placer (Agency) is required to execute a Program Agreement with the Department of Parks and Recreation, Division of Boating and Waterways (Department) for the Boating Safety and Enforcement Financial Aid Program in association with its Marine Patrol program; and

WHEREAS, the Sheriff's Office is responsible to perform boating safety and enforcement activities and to submit claims to the Department on a quarterly basis;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors approves the Program Agreement between the Agency and the Department for the FY 2015-16 Boating Safety and Enforcement Financial Aid Program, in the maximum amount of \$72,475, and authorizes the Sheriff-Coroner-Marshal to execute the Program Agreement, including any amendments or modifications thereafter, and claim reimbursement forms.



COPY

Boating Safety and Enforcement Financial Aid Program Agreement

This agreement entered into this *1ST day of July, 2015*, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called "Department," and the *COUNTY OF PLACER*, hereinafter called "Agency";

WITNESSETH

WHEREAS, Contingent on approval of the Fiscal Year 2015-2016 budget, the Department intends to agree with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

WHEREAS, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

WHEREAS, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

NOW, THEREFORE, it is mutually agreed as follows:

I. Applicable Law

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

II. Description of Services

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

III. Payments

A. Maximum Amount. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed \$72,475.00 for the agreement term in full consideration of Agency's performance of the services described in this agreement.

B. Rate of Payment. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

- C. Submission of Claims. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a ___ monthly OR X quarterly basis. **(Please check one)**
- D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

IV. Records

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

V. Notice

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

TO DEPARTMENT

Ms. Corrina Dugger
Department of Parks and Recreation
Division of Boating and Waterways
One Capitol Mall, Suite 500
Sacramento, CA 95814

TO AGENCY

Placer County Sheriff
2929 Richardson Drive
Auburn, CA 95603

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

VI. Term

This agreement shall be for the term beginning **July 1, 2015**, and ending **June 30, 2016**.

VII. Prior Agreements

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

VIII. Amendment

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

IX. Termination

Agency may terminate this agreement without cause in writing at any time. Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.

X. Special Provisions

- A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.
- C. Agency shall continue with the responsibilities of this agreement during any dispute.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS

By: _____

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

Date: _____

“Department”

COUNTY OF PLACER

By: _____

Title: _____

Date: _____

“Agency”

