



MARIPOSA COUNTY

Sheriff's Office · (209) 966-3615



RESOLUTION - ACTION REQUESTED 2018-89

MEETING: March 6, 2018
TO: The Board of Supervisors
FROM: Doug Binnewies, Sheriff-Coroner-Public Administrator
RE: 2018-2019 Boating Safety Enforcement Financial Aid Contract

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with the California Department of Parks and Recreation, Division of Boating and Waterways to participate in the Boating Safety and Enforcement Financial Aid Program for Fiscal Year 2018-2019; and authorize Chair of the Board of Supervisors to sign agreement.

The Department of Boating and Waterways is obligated under Harbor and Navigation Code 663.7 (a) to provide financial aid for Boating Safety and Enforcement Programs to each county in the State of California. The proposed contract amount for the fiscal year 2018-2019 is \$231,827.

The Mariposa County Sheriff's Office is responsible for boating safety and enforcement on the Merced River, Lake McClure and Lake McSwain. The Mariposa County Sheriff's Office currently has two full time Sheriff Deputies assigned to the Boating Safety and Enforcement Program. The funding received pays for the personnel costs for the assigned Sheriff Deputies and a portion of the operation costs. The Sheriff Deputies are charged with providing boating safety and enforcement to the population that visit Lake McClure, Lake McSwain, and the Merced River.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Mariposa County has been participating in the financial aid program since 1987.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Failure to sign the financial aid program contract would result in Mariposa County incurring 100% of the cost to provide boating safety and enforcement or to reduce services in boating safety and enforcement.

FINANCIAL IMPACT:

\$231,827 in revenue will be included in the 2018-19 Requested Budget to offset the costs of the Boating Safety budget.

ATTACHMENTS:

Title 14 , California Code of Regulations (PDF)
2018-2019 Boating Safety and Enforcement Financial Aid Prog (PDF)

Resolution - Action Requested 2018-89

RESULT: **ADOPTED BY CONSENT VOTE [UNANIMOUS]**

MOVER: Marshall Long, District III Supervisor

SECONDER: Merlin Jones, District II Supervisor

AYES: Rosemarie Smallcombe, Merlin Jones, Marshall Long, Miles Menetrey

EXCUSED: Kevin Cann



State of California • Natural Resources Agency

DEPARTMENT OF PARKS AND RECREATION

Division of Boating and Waterways
One Capitol Mall, Suite 500
Sacramento, California 95814

Edmund G. Brown Jr., Governor

Lisa Ann L. Mangat, Director

March 23, 2018

Doug Binnewies, Sheriff
Mariposa County Sheriff's Department
5099 Old Highway N.
Mariposa, CA 95338

Dear Sheriff Binnewies:

In accordance with Section 663.7(c) of the Harbors and Navigation Code, and approval of the FY 2018/2019 budget, your program allocation for the Boating Safety and Enforcement Financial Aid Program is as follows:

COUNTY BOAT TAXES	\$ 26,908.00
STATE FINANCIAL AID	\$ 231,827.00
AUTHORIZED PROGRAM TOTAL	\$ 258,735.00

If you will not be spending your entire allocation, please notify the Division immediately so that we can reallocate existing funding.

As a reminder, in the event that funding for this program is cut, an equal proportion will be deducted from every participant.

Department Disallowances:

1. Operation and Maintenance:
 - a. Mileage rate has changed from \$0.535 to \$0.545
2. Support Equipment Under \$500.00 and Other Expenses:
3. Support Equipment Over \$500.00:
4. Non-Expendable Equipment:

Note:

- a. *Training requires preapproval*

March 23, 2018

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Please remember to submit your Annual Activity Report for fiscal year 2017/2018 to the Division no later than August 31, 2018.

As a condition to continue to receive program funding, Section 656 d (1) of the Harbors and Navigation Code requires your agency to complete boating accident reports for all accidents responded to by your agency and submit those reports to the Division. Please see the attached information letters regarding which types of accidents are reportable. The accident unit requests that you send in reports monthly or as they occur rather than sending them in at the end of each calendar year.

If you have any questions, please call me directly at (916) 327-0682.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Joanna Andrade', written in black ink.

Joanna Andrade
Program Administrator



Boating Safety and Enforcement Financial Aid Program Agreement

This agreement entered into this *1ST day of July, 2018*, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called "Department," and the *COUNTY OF MARIPOSA*, hereinafter called "Agency";

WITNESSETH

WHEREAS, Contingent on approval of the **Fiscal Year 2018-2019** 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 **\$231,827.00** 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** 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. Joanna Andrade
Department of Parks and Recreation
Division of Boating and Waterways
One Capitol Mall, Suite 500
Sacramento, CA 95814

TO AGENCY

Mariposa County Sheriff
5099 Old Hwy N.
Mariposa, CA 95338

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, 2018**, and ending **June 30, 2019**.

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: Romera Hernandez
California Department of Parks and Recreation,
Division of Boating and Waterways

Date: 3/22/18
"Department"

COUNTY OF MARIPOSA

By: Rosemarie Amador

Title: Board Chair

Date: 3-7-18

"Agency"



APPROVED AS TO FORM:

Steven W. Dahlem
STEVEN W. DAHLEM
COUNTY COUNSEL