



# RESOLUTION No. 23-403

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

### RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, FOR REIMBURSEMENT OF BOATING SAFETY ENFORCEMENT COSTS FOR FISCAL YEAR 2023/2024 AND RESCIND RESOLUTION NO. 23-208

WHEREAS, the Nevada County Sheriff's Office has had authorization from the Board of Supervisors, for approximately the last forty years to enter into an agreement with the California Department of Parks and Recreation, Division of Boating and Waterways, for partial reimbursement of boating safety enforcements costs associated with patrolling the County's waterways; and

WHEREAS, on December 6, 2022 the Nevada County Sheriff's Office submitted an application for financial aid to partially reimburse costs associated with their Boating Safety and Enforcement Program; and

WHEREAS, the Nevada County Sheriff's Office has received an agreement for services from California Department of Parks and Recreation, Division of Boating and Waterways, that will pay for services by the County in an amount that shall not exceed \$96,674.00, contingent on approval by the Nevada County Board of Supervisors; and

WHEREAS, following the May 23, 2023 acceptance of the FY 2023/24 grant by the Board of Supervisors via Resolution 23-208, it was determined modifications needed to be made to the Board action to specify that 1) the Sheriff, or her designee, has authority to sign the agreement as well as all claims related to this grant, and 2) authorize the County Auditor-Controller to certify prior year vessel taxes; and

WHEREAS, pursuant to the requirements of the Agreement, the County of Nevada stipulates that Harbors and Navigation Code, Section 663.7(e) which states: "The department shall not allocate funds to any county or a public agency within a county unless the department receives a resolution adopted annually by the board of supervisors authorizing the county to participate in the program and certifying that the county will expend for boating safety programs during that year not less than an amount equal to 100 percent of the amount received by the county from personal property taxes on vessels. The money allocated to a county pursuant to subdivision (a) shall be used only for boating safety and enforcement programs, as specified in subdivision (a), that are conducted in that county" shall apply.

NOW, THEREFORE, BE IT HEREBY RESOLVED, the Nevada County Board of Supervisors, on behalf of the County of Nevada authorizes:

- 1) Acceptance of the California Department of Parks and Recreation, Division of Boating and Waterways Boating Safety and Enforcement grant in the amount of \$96,674.00 for boating safety and enforcement on county waterways; and
- 2) Authorizes the Sheriff to sign the Grant Agreement and Certifications; and

- 3) Authorizes the Sheriff, or her designee, to sign all claims related to this Grant Agreement; and
- 4) Authorizes the Auditor/Controller to certify prior year vessel taxes.

Revenue: 0101 20201 152 1000 444770

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 8th day of August, 2023, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward C. Scofield, Lisa Swarthout,  
Susan Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By:

  
Edward C. Scofield, Chair



## **Boating Safety and Enforcement Financial Aid Program Agreement**

This agreement entered into this *1<sup>ST</sup> day of July, 2023*, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called "Department," and the *COUNTY OF NEVADA*, hereinafter called "Agency";

### **WITNESSETH**

**WHEREAS**, Contingent on approval of **Governor's Fiscal Year 2023-24 Budget Act**, 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 **\$96,674.00** 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. Joanna Andrade  
Department of Parks and Recreation  
Division of Boating and Waterways  
715 P Street, 12<sup>th</sup> floor  
Sacramento, CA 95814*

##### ***TO AGENCY***

*Nevada County Sheriff  
950 Maidu Avenue  
Nevada City, CA 95959*

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, 2023**, and ending **June 30, 2024**.

#### **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.
- D. In the event of an allocation reduction for this program, an equal allotment will be decrease from every participant.
- E. Failure by the Agency to comply with the terms of this agreement may jeopardize the Agency's ability to be awarded funding in future funding opportunities offered by the Department of Parks and Recreation.

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

DocuSigned by:  
By: Ramona Fernandez  
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*California Department of Parks and Recreation,  
Division of Boating and Waterways*

Date: 8/31/2023

“Department”

COUNTY OF NEVADA

By: Edgar C. Pineda  
Title: Chair of the Board  
Date: 05/23/23

“Agency”