

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

This contract, entered into this *1<sup>st</sup> day of July, 2009*, by and between the CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS, hereinafter called "Department," and the *COUNTY OF EL DORADO*, hereinafter called "Agency";

### **WITNESSETH**

**WHEREAS**, Contingent on approval of the **Fiscal Year 2009-2010** budget, the Department intends to contract 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 contract 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 contract 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, as amended and attached hereto and incorporated by reference as Attachment I. Contract 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 contract shall not exceed **\$319,546.00**, for the contract term in full consideration of Agency's performance of the services described in this contract.
- 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. Corrina Dugger  
Department of Boating and Waterways  
2000 Evergreen Street, Suite 100  
Sacramento, CA 95815-3888

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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, 2009**, and ending **June 30, 2010**.

#### **VII. Prior Agreements**

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

#### **VIII. Amendment**

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

**IX. Termination**

Agency may terminate this contract without cause in writing at any time. Department may terminate this contract 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 contract do not violate the provisions of Sections 1090 to 1096 of the Government Code.

B. This contract 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 contract during any dispute.

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

**CALIFORNIA DEPARTMENT OF BOATING  
AND WATERWAYS**

By: \_\_\_\_\_

Raynor Tsuneyoshi, Director  
California Department of Boating and  
Waterways

Date: \_\_\_\_\_

“Department”

COUNTY OF \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

“Agency”