



# RESOLUTION No. 21-006

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

### RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF GRASS VALLEY AND THE NEVADA COUNTY PROBATION DEPARTMENT FOR AB109 POLICE OFFICER SERVICES FOR THE FISCAL YEAR 2020-2021

WHEREAS, the 2011 Public Safety Realignment and Post Release Community Supervision Acts requires postrelease probation supervision for certain offenders released from state prison; and

WHEREAS, per Resolution No. 20-436 the Board of Supervisors of the County of Nevada approved the Community Corrections Partnership (CCP) Plan for fiscal year 2020-2021; and

WHEREAS, the Nevada County CCP Plan provides for collaborations amongst local justice agencies to enhance local supervision for offenders subject to post release probation supervision; and

WHEREAS, the Community Corrections Partnership Executive Committee agreed the City of Grass Valley may receive a distribution of Nevada County AB109 Realignment funds in the maximum amount of \$20,000 for AB109 related police services; and

WHEREAS, the Nevada County Chief Probation Officer and the Grass Valley Chief of Police mutually accept the policies, procedures, cost reimbursement requirements, and other matters established by the Agreement for fiscal year 2020-2021 as approved by the Community Corrections Partnership Executive Committee.

NOW, THEREFORE, BE IT RESOLVED that the Chair of the Board of Supervisors, on behalf of the Nevada County Board of Supervisors be and is hereby authorized to approve and sign, on behalf of the County of Nevada, the Agreement between the Nevada County Probation Department and the City of Grass Valley effective July 1, 2020 through June 30, 2021. Funds to be disbursed from 0101-20320-201-1000 / 521520 not to exceed the maximum Agreement amount of \$20,000.

BE IT FURTHER RESOLVED that the Nevada County Board of Supervisors hereby directs the Auditor-Controller to encumber \$20,000 for FY 2020-21.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of January, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By:



Dan Miller, Chair

1/12/2021 cc: Probation\*  
AC\* (hold)

2/11/2021 cc: Probation\*  
AC\* (Release)

**AGREEMENT BETWEEN THE CITY OF GRASS VALLEY AND THE  
NEVADA COUNTY PROBATION DEPARTMENT  
FOR ASSEMBLY BILL 109 POLICE OFFICER SERVICES**

THIS AGREEMENT is effective July 1, 2020, between the CITY OF GRASS VALLEY, a municipal corporation, hereinafter referred to as "CITY," and the COUNTY OF NEVADA, a political subdivision of the State of California, hereinafter referred to as "NEVADA COUNTY." CITY and NEVADA COUNTY may be referred to herein individually as "Party" and collectively as the "Parties."

**WHEREAS**, the California Legislature passed Assembly Bill 109 (AB 109) which provided for the realignment of funding and supervision for certain low level offenders, adult parolees, and juvenile offenders from state prisons and institutional facilities to the local jurisdiction ("Realignment").

**WHEREAS**, the California Community Corrections Incentives Act of 2009 established a Community Corrections Partnerships (CCP) in each county and AB 109 expanded the role of CCP to provide planning, oversight, implementation, and assessment of Realignment in Nevada County.

**WHEREAS**, Nevada County CCP approved a plan and funding for CITY and the NEVADA COUNTY Probation Department to partner together to deliver AB 109 services to Nevada County.

**WHEREAS**, CITY and NEVADA COUNTY wish to collaborate in order to better achieve AB 109 initiatives.

**WHEREAS**, CITY is willing to partner with NEVADA COUNTY by providing a dedicated half-time (.5) Grass Valley Police Officer to work side-by-side with NEVADA COUNTY to deliver AB109 services.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein contained, it is agreed by and between the parties hereto as follows:

**1. SCOPE OF SERVICES AND TERM**

- A. CITY agrees to provide and dedicate to NEVADA COUNTY a sworn uniformed police officer to work alongside probation officers to further AB 109 initiatives. (the "AB 109 Officer") The AB 109 Officer shall serve up to 50% of his/her yearly hours working on probation efforts. Much of this time will be available when school is not in session as the AB 109 Officer is also serving as a School Resource Officer for the Nevada Joint Union High School District.
- B. Representatives of the CITY and NEVADA COUNTY shall make recommendations for the AB 109 Officer position to the CITY Chief of Police who shall assign such officer.
- C. The term of the Agreement shall commence July 1, 2020 and conclude June 30, 2021, unless extended by mutual written consent. If the parties find it mutually desirable to extend this Agreement, additional one-year extensions may be negotiated annually.

Written notice of intent to negotiate an additional one-year extension shall be given by the party desiring such extension no later than May 1st of each year.

**2. RESPONSIBILITY OF CITY: OFFICER'S DUTIES**

- A. CITY shall administer this contract and provide AB 109 Officer services as set forth in **Attachment A**, which is attached to this Agreement and incorporated by his reference, at those times when appropriate or at those times designated therein. Services shall include, but not be limited to the enforcement of all state and local criminal laws and coordination with other enforcement details targeting AB 109 initiatives. The allocation of the AB 109 Officer's time will be mutually agreed upon between a representative of NEVADA COUNTY and the CITY Chief of Police or his designee.
- B. CITY shall control and determine the performance of CITY personnel serving under this Agreement, including, but not limited to the standards of personnel performance and discipline.
- C. CITY shall provide and supervise all personnel, establish all work schedules, furnish all equipment including vehicles, if any, and provide all supplies necessary to perform its duties as provided herein.

**3. COMPENSATION**

- A. As consideration for providing the services outlined above during the term of this Agreement, NEVADA COUNTY shall reimburse CITY up to \$20,000 per fiscal year as set forth herein:
  - 1. CITY shall submit a quarterly invoice to NEVADA COUNTY for the cost of providing the services for the previous quarter. Such invoice will be based on the direct salary and benefit costs of the assigned CITY Police Officer.
    - a. The CITY will invoice NEVADA COUNTY for direct salary and benefit costs of the assigned officer based on the actual hours spent providing AB 109 Officer services. The invoice shall contain sufficient detail to reasonably identify the date, time, location and nature of any services provided pursuant to this Agreement.
  - 2. NEVADA COUNTY shall pay such invoice to the City within thirty (30) days of receipt of said invoice.

**4. STATUS OF PERSONNEL UTILIZED**

- A. All personnel furnished by CITY shall at all times remain employees of CITY and be considered as such for all purposes. They shall not have, nor acquire, any benefits or rights NEVADA COUNTY may confer on NEVADA COUNTY employees.
- B. CITY shall be solely responsible for all salary, benefits, workers' compensation, and insurance for CITY employees performing duties under this Agreement, and CITY shall be solely responsible for all supervisory, disciplinary and other employment

related purposes for CITY employees performing duties under this Agreement. NEVADA COUNTY shall not be liable for the payment of any salaries, wages, overtime, vacation or other benefits or compensation to any CITY personnel performing duties under this Agreement. CITY shall retain the right to exercise its professional control over the manner in which it renders services, except as otherwise set forth in this Agreement.

C. NEVADA COUNTY shall have the right to reject for reasonable cause any employee of CITY assigned by the CITY to perform duties or services for NEVADA COUNTY.

**5. INDEMNITY**

Each party hereto (hereafter, "indemnifying Party") shall indemnify, defend and hold harmless the other party, its officers, agents, employees and volunteers against any loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character, including but not limited to reasonable attorney fees, arising from or relating to any negligent or wrongful act or omission of the Indemnifying Party, its officers, agents or employees, which occurs in the performance of, or otherwise in connection with, this agreement, but only in proportion to and to the extent such loss, cost, damage, expense, claim, suit, demand, or liability of any kind or character, including reasonable attorney fees, is caused by or results from the negligent or wrongful act or omission of the Indemnifying Party, its officers, agents, or employees.

In no event shall the indemnification of an employee or former employee of the City exceed that provided in California Government Code Article 4 of Chapter 1 of Part 2 of Division 3.6, beginning with Section 825, as it now exists or may hereafter be amended.

**6. INSURANCE**

It is agreed that each Party shall maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than One Million Dollars (\$1,000,000) to cover all of its operations. Specifically, but not limited to not less than One Million Dollars (\$1,000,000) General Liability, One Million Dollars (\$1,000,000) Automotive Liability, and One Million Dollars (\$1,000,000) Workers' Compensation.

**6. NON-DISCRIMINATION**

During the performance of this Agreement, no Party shall unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations.

**7. RECORDS, AUDITS AND INSPECTIONS**

Each Party shall, at any time upon reasonable notice during business hours, and as often as may be deemed reasonably necessary, make available for examination by the other Party, State, local, or federal authorities all of its records and data with respect to the matters covered by this Agreement as may be required under State or federal law or regulation or a Party's contract with a State agency.

**8. GOVERNING LAW AND FORUM**

This Agreement shall be subject to and interpreted in accordance with the laws of the State of California and any action to enforce the terms of the Agreement for the breach thereof shall be brought in County of Nevada.

**9. NO THIRD PARTY RIGHTS**

The terms and provisions of this Agreement are intended solely for the benefit of each party hereto, and it is not the intention of the parties to confer third-party beneficiary rights upon any other party.

**10. AGREEMENT INTERPRETATION**

The Parties acknowledge that they have caused this Agreement to be reviewed and approved by legal counsel of their own choice. This Agreement has been specifically negotiated, and any presumption that an ambiguity contained in this Agreement shall be construed against the party that caused this Agreement to be drafted shall not apply to the interpretation of this Agreement.

**11. SEVERABILITY**

If any provision, or any portion of any provision hereof, is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**12. COMPLETE CONTRACT: MODIFICATIONS**

This Agreement is to be read as a whole. This is an integrated agreement that contains all of the terms, considerations, understanding and promises of the parties as well as the fees, charges, and authorized expenses to be paid under the terms of this Agreement. No purported modifications of this Agreement shall be effective unless reduced to writing and mutually signed by authorized representative of the CITY and NEVADA COUNTY.

**13. TERMINATION OR WITHDRAWAL**

At any time and without cause, either Party may terminate in whole or in any part, its participation in this Agreement by giving at least 30 days advance written notice to the other Party prior to the termination date.

**14. NOTICES**

All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail to the appropriate address indicated below.

To CITY of GRASS VALLEY:

Grass Valley Police Department  
Attn: Captain Steve Johnson

To NEVADA COUNTY:

Nevada County Probation Department  
Attn: Michael Ertola, Chief Probation Officer



125 East Main Street  
Grass Valley CA 95945

109 1/2 N Pine Street  
Nevada City, California 95959

IN WITNESS WHEREOF, the City Council of the City of Grass Valley, has approved this Agreement on the 12 day of January, 2021, and authorized the Mayor to execute same on behalf of the City.

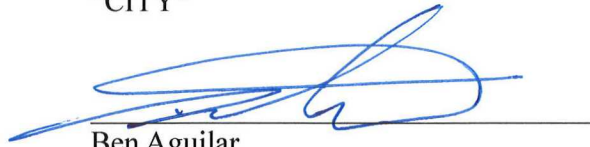
IN WITNESS WHEREOF, the Chair of the Board of Supervisors, on behalf of the Nevada County Board of Supervisors is hereby authorized to approve and sign the Agreement, on behalf of the County of Nevada.

“NEVADA COUNTY”



Honorable Heidi Hall  
Chair, Board of Supervisors

“CITY”



Ben Aguilar  
Mayor, City of Grass Valley

APPROVED AS TO FORM



County Counsel, County of Nevada

APPROVED AS TO FORM



Michael G. Colantuono, City Attorney

ATTEST



Taylor Day, City Clerk

**ATTACHMENT A**  
**AGREEMENT WITH THE NEVADA COUNTY PROBATION DEPARTMENT**  
**FOR AB109 OFFICER SERVICES**

The following are examples of services to be performed by the AB109 Officer:

- Act as the primary police department liaison with the Probation Department.
- Perform analytical work as assigned.
- Assist with probation supervision activities and program implementation.
- Act as an extension of the Probation Department for assignments consistent with this Agreement.
- Be a visible, active law enforcement figure working alongside probation officers on AB109 related activities.
- Share and receive information with the Probation Department about persons and conditions that pertain to AB109 initiatives. Attend and participate in Drug Court. Develop relationships with various community partners such as mental health and drug treatment providers, transitional housing resources, 2-1-1, etc. The AB109 Officer will make referrals to community partners when appropriate.
- Create, pursue, and maintain effective working relationships with Probation Department personnel, with other law enforcement agencies, with juvenile and social service agencies, and with other community partners.
- Wear approved department uniform, formal business attire or business casual attire with appropriate logos and name badges depending on the type of activity or program.