RECOMMENDED ACTION AND JUSTIFICATION: Request authorization for Sheriff Allen to sign a Memorandum of Understanding with Pacific Gas and Electric Company.

The Pacific Gas & Electric Company (PG&E) is seeking the approval of a Letter of Understanding with the sheriff’s office that would allow for reimbursement of personnel, and vehicle costs incurred while providing security services for PG&E Vegetation Management personnel.

PG&E currently contracts with various companies to provide vegetation management services (Trimming of trees and removal of vegetation from around power lines and power poles). In order to provide these services, it is necessary for employees of the contract company to enter on to private property to remove vegetation that may present a fire danger or other risk to PG&E equipment. Although PG&E and their contractors have a legal right to enter private property to conduct vegetation removal, some property owners refuse to allow PG&E to enter their property without the presence of law enforcement. When this occurs, PG&E contacts the sheriff’s office and requests that an on-duty deputy accompany them to the work site and stand-by while the necessary work is conducted.

Due to the length of time required for the work crews to complete their duties, law enforcement personnel may be committed to the security detail for several hours, thus impacting the availability of patrol personnel. PG&E recognizes the fact that the Mariposa County Sheriff’s Office currently faces limited staffing and has expressed a willingness to reimburse the county for personnel and equipment costs. PG&E is seeking an agreement whereby they can utilize patrol personnel on an overtime basis for pre-scheduled vegetation eradication at those locations where property owners have expressed an unwillingness to allow work crews on their property without the presence of law enforcement.

By approving this agreement, the sheriff’s office would be able to provide necessary services to PG&E and property owners without impacting patrol services. The agreement would allow assigned deputies to be compensated on an overtime basis and provide reimbursement to the County for those overtime costs plus costs incurred by the use of department vehicles. PG&E would be billed by the sheriff’s office on a monthly basis, and the reimbursements would be deposited into a revenue account set up within the sheriff’s office budget.

PG&E currently has a similar agreement with the Madera County Sheriff’s Office. Officials with the Madera County Sheriff’s Office report that they have encountered no problems with the agreement, and PG&E has been very diligent in providing reimbursement to the county.

BACKGROUND AND HISTORY OF BOARD ACTIONS: The County has approved similar agreements between the sheriff’s office and other governmental agencies, but not with private corporations.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION: If the agreement is not approved, the sheriff’s office will still attempt to provide security services with on-duty
personnel, however there may be occasions when staffing levels will not allow for the requested services to be provided.

Financial Impact? ( ) Yes (X) No Current FY Cost: $ Annual Recurring Cost: $0
Budgeted in Current FY? ( ) Yes ( ) No ( ) Partially Funded

Amount in Budget:
Additional Funding Needed: Source
Internal Transfer
Unanticipated Revenue 4/5's Vote
Transfer Between Funds 4/5's Vote
Contingency 4/5's Vote
( ) General ( ) Other

CLERK'S USE ONLY:
Res. No. Ord. No. _____
Vote - Ayes: _____ Noes: _____
Absent: _____

Approved
( ) Minute Order Attached ( ) No Action Necessary

COUNTY ADMINISTRATIVE OFFICER:

Requested Action Recommended
No Opinion
Comments:

The foregoing instrument is a correct copy of the original on file in this office.

Date: ____________________________________________

Attest: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California

By: Deputy

CAO: ____________________________
September 6, 2006

The purpose of this Letter of Understanding between the Mariposa County Sheriff’s Office and PG&E is to outline roles and responsibilities with respect to the proposed reimbursable service contract procedure. The Mariposa County Sheriff’s Office has indicated a willingness to participate in a reimbursable service contract with PG&E for assisting PG&E Vegetation Management personnel and related contractors. Under this agreement, the Mariposa County Sheriff’s Office will assign a uniformed deputy in a marked Sheriff’s patrol vehicle to provide in view security at the locations determined to have some potential for aggressive and violent behavior. Under the terms and conditions of this Letter of Agreement, the following will be in place:

PG&E

1. A PG&E Project Manager shall contact the Mariposa County Sheriff’s Office at least 72 hours in advance of the assignment.

2. The Project Manager shall provide the Sheriff’s Office with the specific location of the upcoming tree cut including the name of the property owner and the reason(s) for the security request.

3. The Project Manager will work closely with the assigned contract deputy at the location of the vegetation removal and will remain available to the deputy throughout the assignment.

4. PG&E will reimburse the Sheriff’s Office for all costs associated with the assignment including mileage, administrative overhead, and compensation time for the deputy on an overtime wage scale.

5. The Sheriff’s Office will be paid a minimum of 2 hours overtime if the assignment is cancelled 24 hours prior to his/her actual start time. If the assignment is cancelled within 12 hours of assignment, the department will be compensated for a total of 4 hours.

6. PG&E understands that at any time during the assignment if the deputy determines that the removal activity should be terminated, PG&E will require the contractor to cease and desist. PG&E will later evaluate other legal options to address the situation. This Letter of Understanding does not relieve PG&E or its employees or agents of their responsibility to terminate removal activities if they feel at risk, as they determine in their sole discretion. PG&E and their employees and agents
retain discretion to terminate removal activities at any time and for nay reason, with or without the assigned Deputy’s approval or consent.

Mariposa County Sheriff’s Office

1. After being notified by PG&E, the Mariposa County Sheriff’s Office will assign a deputy in a marked sheriff’s vehicle as outlined above. The request will be at least 72 hours in advance of the assignment.

2. Mariposa County Sheriff’s Office will bill PG&E for the administrative time, mileage, and personnel costs. All personnel expenditures will be billed at time and a half including related administrative overhead.

3. The deputy will remain in view throughout the assignment and will be available to provide a level of security for PG&E employees as well as the contractor.

4. Mariposa County Sheriff’s Office will immediately notify PG&E if they are unable to complete the assignment and will coordinate all activities with the assigned PG&E Project Manager.

5. Nothing in this Letter of Understanding shall be construed as making the County of Mariposa or the Mariposa County Sheriff’s Office the insurer of the safety of PG&E employees or agents of PG&E. Nothing in this agreement shall be construed as waiving any statutory or other immunity of the County of Mariposa or the Mariposa County Sheriff’s Office.

6. This Letter of Understanding may be terminated by either party on 30 day written notice.

7. It is understood that the role of the contract Mariposa County Sheriff’s Deputy will be to provide in view security for PG&E employees as well as the contractors. At any time the deputy deems the situation unsafe, dangerous, and/or necessitates formal legal action, PG&E along with the contractor will cease their activities and vacate the premise at which time further legal options will be evaluated by PG&E and the Law Department.

Lyman H Shaffer
PG&E Corporate Security Director

James Allen
Mariposa County Sheriff

APPROVED AS TO FORM

Thomas P. Guarino
County Counsel