

**TOWN OF FAIRFAX
STAFF REPORT**

To: Mayor, Members of the Town Council

From: Michael Rock, Town Manager

Date: May 2, 2012

Subject: Adoption of Resolution 12- , authorizing the Town Manager to sign a revised Joint Powers Agreement with the County of Marin and other participating municipalities for the Major Crimes Task Force

RECOMMENDATION:

Adopt Resolution 12- authorizing the Town Manager to sign a revised Joint Powers Agreement with the County of Marin and other participating municipalities for the Major Crimes Task Force.

BACKGROUND:

The Marin County Major Crimes Task Force, which has been in existence since 1977, is a specialized law enforcement unit focused on drug related and major criminal activity throughout the County of Marin. Prior to July 1993, officers from various participating agencies staffed the Major Crimes Task Force. Since July 1993, Sheriff's deputies have staffed the Major Crimes Task Force. Under the direction of an oversight committee, comprised of city managers, county officials, police chiefs and appointed citizens, the unit operates under a Joint Powers Agreement between the County and participating cities and towns.

DISCUSSION:

In an effort to enhance Task Force operations and make it more affordable for the participating municipalities, the Task Force Oversight Committee (comprised of ten cities) and the Marin County Sheriff developed a restructuring of the Task Force in 2009. This reorganization reduced the total staffing levels, and elected to use a portion of asset seizure monies to fund annual activities. These changes resulted in a reduction of all agencies' pro-rata funding obligations by 25%. An amended JPA was executed by the Town reflecting these changes in July 2009.

The Task Force proposes to make additional changes to the agreement through the revised agreement attached:

- Article 3 appoints a representative to the Oversight Committee who represents more than one police agency. Currently each police agency has a member on the Oversight Committee. This change is being requested to save all member agencies time and money.
- Section 4.2 revises the Member Contributions formula to request having the County pay for 50% of the cost of the first six (6) Task Force employees plus attendant expenses. The current version requires the County to also pay for 2/3 of the cost of three (3) additional task force employees. However, to reduce costs to all member agencies these three (3) additional employees were cut from the budget and are not anticipated to return to the budget for the long term.
- Various minor insurance changes were requested in 2011 by the Task Force's new insurance carrier.

These changes were reviewed and modified by the Marin County Counsel's office and recommended for approval by the Oversight Committee. All changes requested by the Oversight Committee are shown on Attachment 2, Revised Joint Powers Agreement with changes.

FISCAL IMPACT:

No fiscal impact. There is no change to the contribution that the Town will pay towards the Major Crimes Task Force.

Attachments:

1. Resolution 12-
2. Revised Joint Powers Agreement with changes
3. Revised Joint Powers Agreement – Clean Copy

RESOLUTION 12-

**RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX
AUTHORIZING THE TOWN MANAGER TO SIGN A REVISED JOINT POWERS
AGREEMENT (JPA) WITH THE COUNTY OF MARIN AND OTHER
PARTICIPATING MUNICIPALITIES FOR THE MAJOR CRIMES TASK FORCE**

WHEREAS, the Marin County Major Crimes Task Force has been in existence since 1977 as a specialized undercover unit focused on drug-related criminal activity throughout the County of Marin; and

WHEREAS, in an effort to enhance Task Force Operations to make it more affordable for participating municipalities, the Task Force Oversight Committee and the Marin County Sheriff developed a restructuring of the Task Force in 2009; and

WHEREAS, in 2011 it became necessary for the Task Force to change insurance carriers for liability insurance. As a result of this change in carrier, a series of language changes to various sections of the existing JPA were recommended. These changes pertain to issues of insurance and indemnity. The proposed language changes do not change the oversight of the Task Force; do not change the operational structure of the Task Force; and do not change the funding formula for the Task Force; and

WHEREAS, These changes were reviewed and modified by the Marin County Counsel's office and a final revision was approved by the Oversight Committee on October 10, 2011.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Fairfax that it hereby authorizes the Town Manager to sign the amended JPA with the County of Marin and other participating municipalities for the Town's participation in the Major Crimes Task Force.

PASSED AND ADOPTED at a regular meeting of the Town Council on May 2, 2012, by the following vote:

AYES:

NOES:

ABSTAIN:

Pam Hartwell-Herrero, Mayor

Judy Anderson, Town Clerk

ATTACHMENT 2

**MARIN COUNTY MAJOR CRIMES TASK FORCE
JOINT EXERCISE OF POWERS AGREEMENT**

RECITALS:

1. The COUNTY OF MARIN (hereinafter "COUNTY") and the CITIES/TOWNS OF BELVEDERE, CORTE MADERA, FAIRFAX, LARKSPUR, MILL VALLEY, NOVATO, ROSS, SAN ANSELMO, SAUSALITO and TIBURON have authority to perform law enforcement functions for their respective communities and desire to help each other in the detection, apprehension and prosecution of major crimes, including highly mobile criminal narcotic trafficking, thus reducing major narcotic activity and combating its influence throughout the County.
2. ~~Said parties~~ **MEMBER AGENCIES** are authorized to contract with each other for the joint exercise of any common power pursuant to California Government Code Sections 6500-6514.
3. ~~Said parties~~ **MEMBER AGENCIES** are authorized to conduct activities in a manner set forth in California Penal Code Section 830.1.
4. ~~Parties hereto~~ **MEMBER AGENCIES** previously entered into a Joint Exercise of Powers Agreement in 1979 for the purpose of creating a Major Crimes Task Force. That Joint Exercise of Powers Agreement and its subsequent amendments were repealed and replaced through the adoption of an updated Joint Exercise of Powers Agreement on July 1, 1985. That 1985 Joint Exercise of Powers Agreement and its subsequent amendments were repealed and replaced through the adoption of an updated Joint Exercise of Powers Agreement on October 10, 1995. That 1995 Joint Exercise of Powers Agreement is hereby terminated and replaced through the adoption of this Joint Exercise of Powers Agreement. **Notwithstanding the foregoing, the July-August, 2009 Addendum to Joint Powers Agreement with the CHP shall remain in full force and effect.**

**~~SAID PARTIES~~, MEMBER AGENCIES THEREFORE, MUTUALLY
AGREE AS FOLLOWS:**

**ARTICLE I
GENERAL PROVISIONS**

Section 1.1 Purpose.

- (a) The purpose of this Agreement is the joint funding and policy direction of a unit of peace officers and support personnel, herein called the "Task

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50 Force,” to detect, apprehend and prosecute major crimes including highly
51 mobile criminal narcotic traffickers thus reducing major narcotic activity
52 and combating its influence throughout the County.
53

54 (b) It is understood by the parties to this Agreement that the Task Force will
55 function as an adjunct to the basic police services provided by the
56 individual police agencies and is not intended to supplant existing local
57 police services. It will be funded and staffed only to the extent that the
58 general budgets of the member agencies and supplemental funding sources
59 are able and available.
60

61 Section 1.2 Creation of Authority Task Force.
62

63 (a) There is hereby created a public entity to be known as the Marin County
64 Major Crimes Task Force Authority, herein called the “Authority.” The
65 Authority is a public entity separate and apart from the member cities and
66 county and shall administer this Agreement.
67

68 (b) Exercise of the common powers of the parties hereto shall be subject to
69 such restrictions as may exist for each of them independently.
70

71 Section 1.3 Term of Agreement.
72

73 This Agreement shall be effective upon the date the Agreement is last
74 executed by the parties as attested by the signatures of the Mayor and Clerk of
75 each city/town and of the President of the County Board of Supervisors and shall
76 continue in effect until terminated as herein provided.
77

78 ARTICLE 2
79 OVERSIGHT COMMITTEE
80

81 Section 2.1 Government Board.
82

83 (a) The Authority shall be administered by a Board of Directors consisting of nine
84 members, one to be a City Councilmember appointed by the Marin County
85 Council of Mayors and Council members, one to be a member of the
86 Marin County Board of Supervisors appointed by the President of the
87 Board of Supervisors; two to be City Managers appointed by the Marin
88 Managers Association; one to be the Marin county Administrator; two to
89 be Chief Law Enforcement Officials appointed by the Marin County
90 Police Chiefs Association; and two to be residents of Marin County who
91 are not members of any city council or the Board of Supervisors, not the
92 County Administrator and not a city manager or chief law enforcement
93 official in Marin County. One resident member shall be appointed by the
94 Marin County Council of Mayors and Council members, **and one**

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95 **resident member shall be appointed by the Marin County Board of**
96 **Supervisors.**

97
98 (b) Each appointing agency may appoint an alternate board member who may act
99 in the absence of a board member appointed by that agency. The Marin
100 County Administrator may designate an alternate who may act in his or
101 her absence.

102
103 (c) The Board of Directors shall be called the "Oversight Committee." All voting
104 power of the Authority shall reside with the Oversight Committee.

105
106 Section 2.2 Terms of Office.

107
108 (a) The Marin County Administrator shall serve as long as he or she holds the
109 position of County Administrator. All other members of the Oversight
110 Committee shall serve terms of two years.

111
112 (b) The City Councilmember, one City Manager, one Chief Law Enforcement
113 Official and the resident appointed by the Board of Supervisors shall serve
114 terms beginning January 1 of even numbered years.

115
116 (c) The County Supervisor, one City Manager, one Chief Law Enforcement
117 Official and the resident appointed by the Marin County Council of
118 Mayors and Council members shall serve terms beginning January 1 of
119 odd numbered years.

120
121 (d) Members may be reappointed without limitation.

122
123 (e) All vacancies on the Oversight Committee shall be filled by the appointing
124 entity as soon as possible to complete the unexpired term of the
125 Committee member being replaced.

126
127 Section 2.3 Members of the Oversight Committee.

128
129 The Oversight Committee shall provide for regular meetings at a **fixed**
130 date, time and place. ~~fixed by resolution or by laws, which regular meeting shall~~
131 ~~be held at least quarterly.~~ All regular and special meetings shall be called, noticed
132 and conducted in accordance with the provisions of Section 54950, et seq., of the
133 California Government Code.

134
135 Section 2.4 Voting Procedures.

136
137 (a) A quorum shall consist of at least a majority of the voting members of the
138 Oversight Committee and shall be required for all meetings of the
139 Oversight Committee.

140

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141 (b) All decisions and actions shall be by a majority vote of a quorum.

142

143 (c) Each member of the Oversight Committee shall have one vote.

144

145

146 Section 2.5 Bylaws.

147

148 The Oversight Committee may adopt, from time to time, such bylaws,
149 rules and regulations for the conduct of its meetings and affairs as are necessary
150 for the purposes hereof.

151

152 Section 2.6 Chairperson and Vice-Chairperson.

153

154 (a) The Oversight Committee annually shall elect a Chairperson and Vice-
155 Chairperson from among its members for one year terms beginning
156 January 1. The Chairperson and Vice-Chairperson shall not serve more
157 than two consecutive one-year terms.

158

159 (b) The Chairperson shall sign all contacts on behalf of the Authority and
160 shall perform such other duties as may be imposed by the Oversight
161 Committee.

162

163 (c) The Vice-Chairperson shall perform all of the Chairperson's duties in the
164 temporary absence of the Chairperson.

165

166 Section 2.7 Secretary.

167

168 (a) The Chief Law Enforcement Official of the designated policy agency,
169 pursuant to Section 3.1(a), shall serve as Secretary to the Oversight
170 Committee. The Secretary shall cause minutes to be kept of Oversight
171 Committee meetings and shall cause a copy of the minutes to be
172 forwarded to each member of the Oversight Committee and to each
173 member agency as soon as possible after each meeting.

174

175 (b) The Secretary shall cause a copy of this Agreement to be filed with the
176 Secretary of State and the State of California pursuant to Section 6505.3 of
177 the California Government Code.

178

179 Section 2.8 Powers and Duties of the Oversight Committee.

180

181 Policy direction of the Authority shall be vested in the Oversight
182 Committee. The Oversight Committee shall have the duty and power:

183

184 (a) To review and determine the program priorities, policies, operational
185 scope, size and budget of the Task Force.

186

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- 187 (b) To monitor and report to member agencies and appointing associations or
188 legislative bodies on operations of the Task Force.
189
- 190 (c) To monitor the operations and supervision of the Task Force by the
191 Designated Policy Agency to assure that the Task Force targets major
192 crimes violators and that incursions on civil rights and injury to innocent
193 persons are avoided.
194
- 195 (d) To provide direction to the Designated Police Agency regarding Task
196 Force activity in a non-member municipality and regarding requests from
197 the Chief Law Enforcement Official of a member agency for assignment
198 of all or part of the Task Force to investigate a specific local problem.
199
- 200 (e) To designate the Controller/Treasurer of the Authority.
201
- 202 (f) To designate the police agency to serve as the Designated Police Agency
203 under this agreement
204
- 205 (g) To adopt such policies and regulations that in its judgment may be of
206 value in providing adequate direction for financial and administrative
207 matters to carry out the provisions of this Agreement.
208
- 209 (h) To enter into contracts for services as authorized in the Authority's
210 budget.
211
- 212 (i) To establish policies and procedure for the allocation and use of asset
213 forfeiture funds consistent with applicable State and Federal law and with
214 the purposes of this Agreement.
215

ARTICLE 3
TASK FORCE

Section 3.1 Designation of the Task Force.

- 221 (a) ~~The Task Force established pursuant to Section 1.1 of this Agreement~~
222 ~~shall be comprised of personnel from a single Marin police agency to be~~
223 ~~designated by the Oversight Committee; however, for budgetary purposes~~
224 ~~the Oversight Committee can vote to allow personnel from other member~~
225 ~~police agencies. The Oversight Committee shall designate the police~~
226 ~~agency of one of the MEMBER AGENCIES as the Designated Police~~
227 ~~Agency under this Agreement. The Task Force established pursuant~~
228 ~~to Section 1.1 of this Agreement shall be comprised of personnel from~~
229 ~~the Designated Police Agency and personnel from police agencies of~~
230 ~~such other MEMBER AGENCIES as the Oversight Committee may~~
231 ~~vote to include as Task Force personnel. It is agreed by the parties to~~
232 ~~this Agreement that the Designated Police Agency shall be one of the~~

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233 following police agencies: Marin County Sheriff's Department or Novato
234 Police Department, since these two agencies are large enough and best
235 suited to handle the functions of a Major Crimes Task Force.

236
237 ~~(b) The Oversight Committee shall enter into a service agreement with the~~
238 ~~Designated Police Agency. Provisions of the service agreement shall~~
239 ~~include, but are not limited to, a work plan and scope of services to be~~
240 ~~performed, duties and obligations of the parties, performance and financial~~
241 ~~reporting requirements, insurance and indemnification terms, and budget~~
242 ~~and compensation matters.~~

243
244 Section 3.2 Powers of the Task Force.

245
246 In carrying out the purpose of this Agreement as set forth in Section 1.1
247 herein, a peace officer member of the Task Force shall be and is hereby deemed to
248 have prior consent, within the meaning of Penal Code Section 830.1, of the Chief
249 Law Enforcement Official of each member agency, or the person authorized by
250 the Chief Law Enforcement Official, to exercise peace officer authority within the
251 boundary of every party hereto, and said peace officer is hereby empowered to act
252 in the same manner and to exercise the same powers as any peace officer of said
253 party; and his or her actions shall be governed by the laws of the State of
254 California and the generally accepted practices and procedures for law and
255 enforcement of the designated police agency.

256
257 Section 3.3 Organization of the Task Force within the Designated
258 Police Agency.

259
260 (a) The Task Force shall be established as a separate organizational entity
261 within the Designated Police Agency, allowing for multi-jurisdictional
262 participation. Separate budget, income and expense records, equipment
263 inventories and fund accounts for the Task Force shall be maintained by
264 the City or County whose police agency manages and supervises the Task
265 Force.

266
267 (b) The Task Force shall not be used to supplant any service or service
268 deficiencies of the Designated Police Agency, but shall remain totally
269 focused on its mutually agreed upon countywide purpose.

270
271 Section 3.4 Assignment of Personnel to the Task Force.

272
273 (a) The Designated Police Agency shall have sole responsibility for selecting
274 and the right to select which of its own employees will perform Task
275 Force assignments and be members of the Task Force. The Designated
276 Police Agency shall have sole responsibility for disciplining and removing
277 its own employees in compliance with applicable policies and procedures
278 of the Designated Police Agency.

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Should the Oversight Committee vote to allow personnel from another member agency to participate in the Task Force, that member agency shall select its own employee(s) to be members of the Task Force. The member agency shall have sole responsibility for disciplining and removing its own employee(s) in compliance with applicable policies and procedures of the member agency.

~~Should the Designated Police Agency disagree with the selection of employees to work on the Task Force from other member agencies, the Oversight Committee will vote on the selection at a regularly scheduled meeting. The Oversight Committee will have final say in the selection of a Task Force member.~~

The Designated Police Agency shall consent to the selection of employees from another MEMBER AGENCY to work on the Task Force. If consent is denied the Oversight Committee shall vote on the proposed selection at a regularly scheduled meeting. The Oversight Committee decision shall be final.

- (b) Personnel serving in the Task Force, while governed by the rules and regulations of the designated City or County or member agency, shall be assigned to the Task Force for reasonable periods of time in order that expertise is developed and applied in accomplishing the purpose of this Agreement.
- (c) **Assignment of personnel to the Task Force shall not be subject to any impacts of the regular operating budget of the designated police agency or member agency, since funding for the Task Force is dedicated by action of all member agencies.**

Section 3.5 Operational Control.

Except as provided in Section 3.7, below, responsibility for the operational control, direction and administration of the Task Force shall be vested in the Chief Law Enforcement Official of the designated policy agency who shall be responsible for direct supervision of the Task Force and shall provide coordination with and liaison to the Oversight Committee as necessary to ensure that Authority priorities and goals are being properly implemented.

Section 3.6 Exercise of Task Force Powers in Nonmember Jurisdictions.

The Task Force shall not operate in, assist or serve municipalities in Marin County not signatory to this agreement except pursuant to direction of the Oversight Committee. In providing such direction, the Oversight Committee shall

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325 consider situations where an investigation commenced elsewhere cannot
326 otherwise be concluded without crossing the boundaries of a non-participating
327 jurisdiction.

328

329 Section 3.7 Investigation of Specific Local Problems.

330

331 In the event that a request for assistance to a Member Agency is approved
332 pursuant to direction of the Oversight Committee, the Chief Law Enforcement
333 Official of the requesting City or County may assume overall supervision of Task
334 Force members so assigned solely with respect to Task Force involvement in that
335 specific assignment. Task Force employees so assigned shall remain under the
336 agreed to supervision of the Chief Law Enforcement Official of the requesting
337 City or County for the duration of the specific assignment approved by the
338 Oversight Committee.

339

340 Section 3.8 Administrative Support for the Authority.

341

342 Administrative support for the Oversight Committee shall be provided by
343 the Designated Police Agency which shall include in its annual budget costs
344 associated with administrative support tasks including, but not limited to, meeting
345 notices, preparation of minutes, compliance with the Brown Act, office supplies
346 for Authority business, insurance, and an annual financial audit.

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349

ARTICLE 4
FISCAL MATTERS

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351 Section 4.1 Annual Budget.

352

353

354 The Designated police agency shall prepare annually and submit to the
355 Oversight Committee by April 1 of each year, a budget for the Task Force setting
356 forth proposed service levels, staffing expenses and anticipated grant funding or
357 other outside funding (including, but not limited to asset forfeiture funds) and the
358 proposed amount of Net Local Costs (total budget less grant funding and other
359 outside funding) to be shared among the parties. After review and any
360 modification deemed necessary by the Oversight Committee, said budget shall be
361 adopted by the Oversight Committee and submitted to the parties hereto not later
362 than May 1 of each year, and shall be deemed approved by the parties pursuant to
363 their individual approval of their respective budget allocations to the Task Force
364 for the ensuing fiscal year.

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365 Section 4.2 Member Contributions.

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The contributions to be made by each party to this Agreement to fund the
Net Local Costs of the Task Force shall be based on the approved budget and
shall be pro-rated in accord with the following formula:

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371 (a) ~~The contributions to be made by each party to this Agreement to fund the~~
372 ~~Net Local Costs of the Task Force shall be based on the approved budget~~
373 ~~and shall be pro-rated in accord with the following formula: A Minimum~~
374 ~~of fifty percent (50%) of the cost of the first six (6) Task Force employees~~
375 ~~plus attendant expenses, and two-thirds (2/3) of the cost of up to three (3)~~
376 ~~additional Task Force employees plus attendant expenses, for a total unit-~~
377 ~~strength of nine (9) employees, shall be borne by Marin County; A~~
378 **minimum of fifty percent (50%) of the cost of the first six (6) Task**
379 **Force employees plus attendant expenses, shall be borne by Marin**
380 **County;** and the balance shall be borne by the participating cities prorated
381 on a formula giving equal weight to population, using the most current
382 annual State Department of Finance census data and the most current total
383 assessed valuation, as determined by the March 1 valuations established
384 each year by the Marin County Assessor's Office.

385
386 No change in the proportion of contributions specific in Subsection 4.2(a),
387 above, shall be effected except by the written amendment to the
388 Agreement and signed by all parties hereto. Nothing in this agreement
389 mandates that Marin County must have a specific number of Task Force
390 employees.

391
392 Section 4.3 Controller/Treasurer.

393
394 The Oversight Committee shall designate the Controller/Treasurer of the
395 Authority who shall serve as depository and custodian of all **Authority Task**
396 **Force** funds and who shall perform all authorities, duties and obligations set forth
397 in Section 6505, 6505.5 and 6505.6 of the California Government Code. The
398 designated Controller/Treasurer shall be responsible for the establishment of
399 procedures for the disbursement of funds in accordance with the approved annual
400 budget of the **Authority Task Force** and shall maintain and make available to the
401 parties hereto complete records of all income, disbursements and other financial
402 information regarding the **Authority Task Force**. These responsibilities shall
403 include maintenance of financial records, cooperation in the preparation of an
404 annual independent audit and preparation of reports pursuant to any and all
405 applicable regulations for any and all funds including asset forfeiture and grant
406 funds received by or on behalf of the **Authority Task Force**.

407
408 Section 4.4 Funds and Accounts.

409
410 At a minimum, the Controller/Treasurer shall establish and maintain
411 separate funds and/or accounts for income and disbursements from the following
412 sources: Department of Treasury Asset forfeiture account; Department of Justice
413 Asset forfeiture account; member contributions (Task Force operating account).

414
415 Section 4.5 Investment.

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The Task Force shall defend, indemnify, and hold harmless MEMBER AGENCIES and their employees, agents and elected officials, in connection with any and all claims, lawsuits, liability, or damages arising out of Task Force activities.

Section 5.2 Liability Insurance.

- (a) ~~A Law Enforcement Liability insurance policy with a minimum combined single limit of at least one million dollars (\$1,000,000) and an aggregate of at least one million dollars (\$1,000,000) will be maintained in force at all times, covering, at a minimum, the members and alternate members of the Oversight Committee.~~ **A General Liability insurance policy with a minimum combined single limit of at least one million dollars (\$1,000,000) and an aggregate of at least one million dollars (\$1,000,000) will be maintained in force at all times, covering, at a minimum, the Marin County Major Crimes Task Force, all personnel assigned to the Task Force or engaging in Task Force activities, all MEMBER AGENCIES, and the members and alternate members of the Oversight Committee, for any liability arising out of Task Force activities.** The policy shall include costs of investigation and defense as covered items. The annual premium for said insurance will be made a part of and paid from the annual budget of the Task Force.
- (b) A public officials liability insurance policy with a minimum combined single limit of at least one million dollars (\$1,000,000) and an aggregate of at least one million dollars (\$1,000,000) will be maintained in force at all times, covering, at a minimum, the members and alternate members of the Oversight Committee. The policy shall include costs of investigation and defense as covered items. The premium for said insurance will be made a part of and paid from the annual budget of the Task Force.
- (c) Any deductibles included in the Law Enforcement Liability Insurance policy shall be paid first from asset forfeiture funds, to the maximum extent allowed by applicable State or Federal law. If use of asset forfeiture funds to pay the deductible amount is prohibited by applicable law for the particular claim and/or if available asset forfeiture funds are insufficient to pay the deductible amount then the deductible amount shall be paid from the Task Force annual budget and/or from Authority reserve funds as may be authorized for this purpose by the Oversight Committee.

Section 5.3 Uninsured Claims and Losses.

Should the ~~Law Enforcement Task Force's General Liability insurance~~ **policy** lapse or fail to cover any claims, losses or expenses arising from any and all activities undertaken pursuant to this Agreement, or if such policy is not

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509 available for a premium deemed appropriate by the Oversight Committee in
510 relation to the budget of the Task Force, then the Oversight Committee shall
511 immediately notify in writing each of the parties to this Agreement of the status of
512 the insurance policy or lack of coverage and the cost of claims, loss or expenses
513 shall be apportioned among the parties to this Agreement as provided in Section
514 5.5 herein.

515

516 Section 5.4 Workers Compensation Insurance.

517

518 Unless otherwise provided in the service agreement between the
519 Designated Police Agency and the Authority, the Designated Police Agency is
520 solely responsible for payment of any and all workers compensation claims and
521 benefits for any employee of the Designated Police Agency assigned to the Task
522 Force. ~~The member agency is solely responsible for payment of any and all~~
523 ~~workers compensation claims and benefits for any employee of the member~~
524 ~~agency assigned to the Task Force. Workers compensation claims and benefits~~
525 ~~include, but are not limited to costs for investigation, administration, defense,~~
526 ~~settlements and awards. Each MEMBER AGENCY is solely responsible for~~
527 **payment of any and all workers' compensation benefits for an employee of**
528 **the MEMBER AGENCY assigned to the Task Force.**

529

530 Section 5.5 Apportionment.

531

532 To the extent that any claim, action, liability, damage settlement or award
533 is not covered for any reason by insurance policies, the parties to this Agreement
534 agree to pay these costs as follows:

535

536 (a) First, from uncommitted asset forfeiture funds, to the maximum extent
537 allowed by applicable State or Federal law.

538

539 (b) Second, if the use of asset forfeiture funds is prohibited by applicable law
540 for the particular claim and/or if available asset forfeiture funds are
541 insufficient then payment shall be made from reserve accounts which may
542 have been created for this purpose by the Oversight Committee.

543

544 (c) Third, if there are insufficient funds in reserve accounts created for this
545 purpose, or if no such reserves have been created, then payment shall be
546 made from uncommitted reserves of the Authority. Such use of
547 uncommitted reserves require the specific authorization of the Oversight
548 Committee for each individual claim for which such reserves are to be
549 used.

550

551 (d) Fourth, if there are insufficient funds in uncommitted reserves, then
552 payment shall be made from the annual budget of the Task Force. Unless
553 an appropriation already exists in the Task Force budget at the time
554 payment must be made, specific authorization of the Oversight Committee

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555 must be granted for each individual claim for which Task Force budgeted
556 funds are to be used. If necessary, the Task Force shall by resolution
557 transfer appropriations from unencumbered balances, salary savings or
558 any available expenditure account in order to provide sufficient funds to
559 pay these costs.

560
561 (e) Finally, after exhaustion of asset forfeiture funds, reserves and the annual
562 budget, the parties to this Agreement agree to pay remaining claims in
563 proportionate shares where each party will pay the same percentage of the
564 total amount as its percentage contribution to the annual budget. ~~according~~
565 ~~to the formula set forth in Section 4.2(a) of this Agreement during the~~
566 ~~fiscal year when the event giving rise to the claim occurred.~~

567
568 Section 5.6 Exceptions.

569
570 The provisions of Sections 5.2, 5.3 and 5.5 of this Agreement, wherein the
571 Authority and its members agree to accept responsibility for claims not covered
572 by insurance, shall not apply ~~under the following conditions: when liability is~~
573 ~~caused by a negligent or wrongful act or omission of an employee or agent of~~
574 ~~the Designated Police Agency or the employee or agent of another MEMBER~~
575 ~~AGENCY while such employee or agent is not involved in carrying out the~~
576 ~~provisions of this Agreement.~~

577
578 (a) ~~When liability is caused by a negligent or wrongful act or omission of an~~
579 ~~employee or agent of the Designated Police Agency while such employee~~
580 ~~or agent is not involved in carrying out the provisions of this Agreement.~~

581 (b) ~~When liability arises from an act or omission caused by the gross~~
582 ~~negligence of an employee of the Designated Police Agency.~~

583
584 Section 5.7 Claims Handling.

585
586 ~~The Oversight Committee shall establish a written process for claims~~
587 ~~handling. This process shall include retention of an independent claims~~
588 ~~administrator who shall not be an employee of or contractor to any Member~~
589 ~~Agency. The claims handling process shall require that all claims arising from the~~
590 ~~operations of the Task Force be referred to the independent claims administrator~~
591 ~~whose duties shall include the impartial investigation of claims and identification~~
592 ~~of gross negligence where it may appear. In the event of a dispute regarding~~
593 ~~whether or not an exception as contemplated in Section 5.6 herein applies, the~~
594 ~~dispute resolution procedure set forth in Section 8.3 of this Agreement shall be~~
595 ~~used.~~

596
597 **In the event of a dispute regarding whether or not an exception as**
598 **contemplated in Section 5.6 herein applies, the dispute resolution procedure**
599 **set forth in Section 8.3 of this Agreement shall be used.**

600

City Council Staff Report

Subject

Date

647 parties to this Agreement. Removal of any party from this Agreement shall
648 in no manner affect the rights and obligations hereunder of the remaining
649 parties.
650

651 Section 6.2 Rights and Obligations.

652
653 In the event of a withdrawal from this Agreement by any party, such party
654 shall not be entitled to the return of any funds contributed to the Authority, nor to
655 any share of asset forfeiture funds nor to the return in cash or in kind of any
656 materials or supplies until termination of this Agreement as herein specified. A
657 party withdrawing from the Agreement shall continue to be liable for its
658 proportionate share of any liability incurred during the period of this party's
659 participation in the Agreement as set forth in Section 5.5 herein.
660

661 ARTICLE 7
662 TERMINATION

663
664 Section 7.1 Required Notice.

665
666 This Agreement shall be deemed terminated when the agencies
667 representing Fifty Percent (50%) or more of the population of Marin County file a
668 notice of intent to withdraw.
669

670 Section 7.2 Distribution of Assets.

671
672 Upon termination, all non-monetary assets held by the Task Force shall be
673 liquidated and the proceeds, combined with all monetary assets (including asset
674 forfeiture funds and any moneys received through State or Federal grants), shall
675 be distributed to the parties hereto in proportion to the contribution of the parties.
676 as set forth herein in Section 4.2(a) during the last complete fiscal year of the
677 Authority.
678

679 ARTICLE 8
680 MISCELLANEOUS

681
682 Section 8.1 Definitions.

683
684 Unless the context otherwise requires, the words and terms defined in this
685 Article shall, for the purpose hereof, have the following meaning herein specified:
686

687 (a) Agreement. "Agreement" means this joint exercise of powers agreement.
688

689 ~~(b) Authority. "Authority" means this joint exercise of powers agreement.~~
690

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Date

- 691 (c) Chief Law Enforcement Official. “Chief law enforcement official” means
692 the highest ranking police manager of a member agency. This is usually
693 the Police Chief of a city or town or the County Sheriff.
694
- 695 (d) Designated Police Agency. “Designated Police Agency” means the
696 Novato Police Department or the Marin County Sheriff’s Department,
697 whichever is selected by the Oversight Committee to organize and operate
698 the Task Force.
699
- 700 (e) Major Crimes. “Major Crimes” means illegal activities, primarily felonies
701 such as, but not limited to, narcotic trafficking, whose characteristics
702 include such features as high mobility, complex organization and
703 widespread incidence throughout the County and for which effective
704 detection, apprehension and prosecution are demonstrably enhanced by
705 the removal of artificial jurisdictional, organizational and geographic
706 limitations that are likely to inhibit efficient utilization of police resources
707 and application of up-to-date police methods that can be directed at such
708 activities.
709
- 710 (f) Member Agency. “Member Agency” means Marin County or one of the
711 cities or towns which has signed this joint exercise of powers agreement.
712
- 713 (g) Net Local Cost. “Net local cost” means the amount of the annual budget
714 of the Task Force which is funded by contributions of the Member
715 Agencies after the amount of funding for the annual budget from any
716 grants, use of asset forfeiture funds, use of investment earnings and use of
717 any other direct income generated by the operation of the Task Force have
718 been deducted.
719
- 720 (h) Oversight Committee. “Oversight Committee” means the governing
721 board of the joint exercise of powers authority established by this joint
722 exercise of powers agreement.
723
- 724 (i) Task Force. “Task Force” means the unit of peace officers and support
725 personnel which is created by this Agreement to accomplish the purpose
726 of the Agreement.
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Subject

Date

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Section 8.2 Legal Counsel.

Unless the Oversight Committee determines otherwise, the Marin County Counsel shall serve as legal counsel to the Authority and provide all routine legal advice and service including attendance at Oversight Committee meetings if necessary.

Section 8.3 Dispute Resolution.

Any dispute among the parties to this Agreement shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. In the event of such dispute, the parties shall attempt, by unanimous agreement, to select a neutral arbitrator. In the event of their inability to reach unanimous agreement on an arbitrator such dispute shall be submitted to an arbitrator selected by the presiding judge of the Marin County Superior Court.

Section 8.4 Amendment.

This Agreement may be amended from time to time ~~with the written consent of the parties hereto.~~ upon recommendation by the Oversight Committee. Any amendment shall require a written amendment to the Agreement approved and executed by the MEMBER AGENCIES.

Section 8.5 Execution in Counterparts.

This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have set their hand the day and year below written.

Dated: _____ COUNTY OF MARIN

BY: _____
CLERK

Dated: _____ CITY OF BELVEDERE

BY: _____
CLERK

City Council Staff Report

Subject

Date

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Dated: _____ TOWN OF CORTE MADERA

BY: _____
CLERK

Dated: _____ TOWN OF FAIRFAX

BY: _____
CLERK

Dated: _____ CITY OF LARKSPUR

BY: _____
CLERK

Dated: _____ CITY OF MILL VALLEY

BY: _____
CLERK

Dated: _____ CITY OF NOVATO

BY: _____
CLERK

Dated: _____ TOWN OF ROSS

City Council Staff Report

Subject

Date

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CLERK

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Dated: _____

TOWN OF SAN ANSELMO

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City Council Staff Report

Subject

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Dated: _____

CITY OF SAUSALITO

BY: _____
CLERK

Dated: _____

TOWN OF TIBURON

BY: _____
CLERK

City Council Staff Report

Subject

Date

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ATTACHMENT 3

MARIN COUNTY MAJOR CRIMES TASK FORCE JOINT EXERCISE OF POWERS AGREEMENT

RECITALS:

1. The COUNTY OF MARIN (hereinafter "COUNTY") and the CITIES/TOWNS OF BELVEDERE, CORTE MADERA, FAIRFAX, LARKSPUR, MILL VALLEY, NOVATO, ROSS, SAN ANSELMO, SAUSALITO and TIBURON (hereinafter "MEMBER AGENCIES") have authority to perform law enforcement functions for their respective communities and desire to help each other in the detection, investigation and apprehension of major crimes, including highly mobile criminal narcotic trafficking, thus reducing major narcotic activity and combating its influence throughout the County.,
2. MEMBER AGENCIES are authorized to contract with each other for the joint exercise of any common power pursuant to California Government Code Sections 6500-6514.
3. MEMBER AGENCIES are authorized to conduct activities in a manner set forth in California Penal Code Section 830.1.
4. MEMBER AGENCIES previously entered into a Joint Exercise of Powers Agreement in 1979 for the purpose of creating a Major Crimes Task Force. That Joint Exercise of Powers Agreement and its subsequent amendments were repealed and replaced through the adoption of an updated Joint Exercise of Powers Agreement on July 1, 1985. That 1985 Joint Exercise of Powers Agreement and its subsequent amendments were repealed and replaced through the adoption of updated Joint Exercise of Powers Agreements on October 10, 1995 and in 2009. Those Joint Exercise of Powers Agreements are hereby terminated and replaced through the adoption of this Joint Exercise of Powers Agreement. Notwithstanding the foregoing, the July-August, 2009 Addendum to Joint Powers Agreement with the CHP shall remain in full force and effect.

MEMBER AGENCIES, THEREFORE, MUTUALLY AGREE AS FOLLOWS:

ARTICLE I GENERAL PROVISIONS

Section 1.1 Purpose

- (a) The purpose of this Agreement is the joint funding and policy direction of a unit of peace officers and support personnel, herein called the Marin County Major Crimes Task Force (hereinafter "Task Force"), for investigation, detection and apprehension in connection with major crimes including highly mobile criminal

narcotic traffickers thus reducing major narcotic activity and combating its influence throughout the County.

- (b) It is understood by the parties to this Agreement that the Task Force will function as an adjunct to the basic police services provided by the individual police agencies and is not intended to supplant existing local police services. It will be funded and staffed only to the extent that the general budgets of the member agencies and supplemental funding sources are able and available.

Section 1.2 Creation of Task Force.

- (a) There is hereby created a public entity to be known as the Marin County Major Crimes Task Force, herein called the "Task Force." The Task Force is a public entity separate and apart from the member cities and county and shall administer this Agreement.
- (b) Exercise of the common powers of the parties hereto shall be subject to such restrictions as may exist for each of them independently.

Section 1.3 Terms of Agreement.

This Agreement shall be effective upon the date the Agreement is last executed by the parties as attested by the signatures of the Mayor and Clerk of each city/town and of the President of the County Board of Supervisors and shall continue in effect until terminated as herein provided.

ARTICLE 2
OVERSIGHT COMMITTEE

Section 2.1 Government Board.

- (a) The Task Force shall be administered by a Board of Directors consisting of nine members, one to be a City Councilmember appointed by the Marin County Council of Mayors and Councilmembers, one to be a member of the Marin County Board of Supervisors appointed by the President of the Board of Supervisors; two to be City Managers appointed by the Marin Managers Association; one to be the Marin County Administrator; two to be Chief Law Enforcement Officials appointed by the Marin County Police Chiefs Association; and two to be residents of Marin County who are not members of any City Council or the Board of Supervisors, not the County Administrator and not a city manager or chief law enforcement official in Marin County. One resident member shall be appointed by the Marin County Council of Mayors and Councilmembers, and one resident member shall be appointed by the Marin County Board of Supervisors

- (b) Each appointing agency may appoint an alternate board member who may act in the absence of a board member appointed by that agency. The Marin County Administrator may designate an alternate who may act in his or her absence.
- (c) The Board of Directors shall be called the "Oversight Committee." All voting power of the Task Force shall reside with the Oversight Committee.

Section 2.2 Terms of Office.

- (a) The Marin County Administrator shall serve as long as he or she holds the position of County Administrator. All other members of the Oversight Committee shall serve terms of two years.
- (b) The City Councilmember, one City Manager, one Chief Law Enforcement Official, and the resident appointed by the Board of Supervisors shall serve terms beginning January 1 of even numbered years.
- (c) The County Supervisor, one City Manager, one Chief Law Enforcement Official, and the resident appointed by the Marin County Council of Mayors and Councilmembers shall serve terms beginning January 1 of odd numbered years.
- (d) Members may be reappointed without limitation.
- (e) All vacancies on the Oversight Committee shall be filled by the appointing entity as soon as possible to complete the unexpired term of the Committee member being replaced.

Section 2.3 Members of the Oversight Committee.

The Oversight Committee shall provide for regular quarterly meetings at a fixed date, time, and place. All regular and special meetings shall be called, noticed, and conducted in accordance with the provisions of Section 54950, et seq., of the California Government Code.

Section 2.4 Voting Procedures.

- (a) A quorum shall consist of at least a majority of the voting members of the Oversight Committee and shall be required for all meetings of the Oversight Committee.
- (b) All decisions and actions shall be by a majority vote of a quorum.
- (c) Each member of the Oversight Committee shall have one vote.

Section 2.5 Bylaws.

The Oversight Committee may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings and affairs as are necessary for the purposes hereof.

Section 2.6 Chairperson and Vice-Chairperson.

- (a) The Oversight Committee annually shall elect a Chairperson and Vice-Chairperson from among its members for one year terms beginning January 1. The Chairperson and Vice-Chairperson shall not serve more than two consecutive one-year terms.
- (b) The Chairperson shall sign all contracts on behalf of the Task Force and shall perform such other duties as may be imposed by the Oversight Committee.
- (c) The Vice-Chairperson shall perform all of the Chairperson's duties in the temporary absence of the Chairperson.

Section 2.7 Secretary.

- (a) The Chief Law Enforcement Official of the designated policy agency, pursuant to Section 3.1(a), shall serve as Secretary to the Oversight Committee. The Secretary shall cause minutes to be kept of Oversight Committee meetings and shall cause a copy of the minutes to be forwarded to each member of the Oversight Committee and to each member agency as soon as possible after each meeting.
- (b) The Secretary shall cause a copy of this Agreement to be filed with the Secretary of State and the State of California pursuant to Section 6505.3 of the California Government Code.

Section 2.8 Powers and Duties of the Oversight Committee.

Policy direction of the Task Force shall be vested in the Oversight Committee. The Oversight Committee shall have the duty and power:

- (a) To review and determine that program priorities, policies, operational scope, size and budget of the Task Force.
- (b) To monitor and report to member agencies and appointing associations or legislative bodies on operations of the Task Force.

- (c) To monitor the operations and supervision of the Task Force by the Designated Policy Agency to assure that the Task Force targets major crimes violators and that incursions on civil rights and injury to innocent persons are avoided.
- (d) To provide direction to the Designated Police Agency regarding Task Force activity in a non-member municipality and regarding requests from the Chief Law Enforcement Official of a member agency for assignment of all or part of the Task Force to investigate a specific local problem.
- (e) To designate the Controller/Treasurer of the Task Force.
- (f) To designate the policy agency to run the Task Force.
- (g) To adopt such policies and regulations that in its judgment may be of value in providing adequate direction for financial and administrative matters to carry out the provisions of this Agreement.
- (h) To enter into contracts for services as authorized in the Task Force's budget.
- (i) To establish policies and procedure for the allocation and use of asset forfeiture funds consistent with applicable State and Federal law and with the purposes of this Agreement.

ARTICLE 3 TASK FORCE

Section 3.1 Designation of the Task Force.

The Oversight Committee shall designate the police agency of one of the MEMBER AGENCIES as the Designated Police Agency under this Agreement. The Task Force established pursuant to Section 1.1 of this Agreement shall be comprised of personnel from the Designated Police Agency and personnel from police agencies of such other MEMBER AGENCIES as the Oversight Committee may vote to include as Task Force personnel. It is agreed by the parties to this Agreement that the Designated Police Agency shall be one of the following police agencies: Marin County Sheriff's Department or Novato Police Department, since these two agencies are large enough and best suited to handle the functions of a Major Crimes Task Force.

Section 3.2 Powers of the Task Force.

In carrying out the purpose of this Agreement as set forth in Section 1.1 herein, a peace officer member of the Task Force shall be and is hereby deemed to have prior consent, within the meaning of Penal Code Section 830.1, of the Chief Law Enforcement Official of each member agency, or the person authorized by the Chief Law Enforcement Official, to exercise peace officer authority within the boundary of every party hereto, and

said peace officer is hereby empowered to act in the same manner and to exercise the same powers as any peace officer of said party; and his or her actions shall be governed by the laws of the State of California and the generally accepted practices and procedures for law enforcement of the designated police agency.

Section 3.3 Organization of the Task Force within the Designated Policy Agency.

- (a) The Task Force shall be established as a separate organizational entity within the Designated Police Agency, allowing for multi-jurisdictional participation. Separate budget, income and expense records, equipment inventories, and fund accounts for the Task Force shall be maintained by the City or County whose police agency manages and supervises the Task Force.
- (b) The Task Force shall not be used to supplant any service or service deficiencies of the Designated Police Agency, but shall remain totally focused on its mutually agreed upon countywide purpose.

Section 3.4 Assignment of Personnel to the Task Force.

- (a) The Designated Police Agency shall have sole responsibility for selecting and the right to select which of its own employees will perform Task Force assignments and be members of the Task Force. The Designated Police Agency shall have sole responsibility for disciplining and removing its own employees in compliance with applicable policies and procedures of the Designated Police Agency.

Should the Oversight Committee vote to allow personnel from another MEMBER AGENCY to participate in the Task Force, that MEMBER AGENCY shall select its own employee(s) to be members of the Task Force. The MEMBER AGENCY shall have sole responsibility for disciplining and removing its own employee(s) in compliance with applicable policies and procedures of the member agency.

The Designated Police Agency shall consent to the selection of employees from another MEMBER AGENCY to work on the Task Force. If consent is denied the Oversight Committee shall vote on the proposed selection at a regularly scheduled meeting. The Oversight Committee decision shall be final.

- (b) Personnel serving in the Task Force, while governed by the rules and regulations of the designated City or County or MEMBER AGENCY, shall be assigned to the Task Force for reasonable periods of time in order that expertise is developed and applied in accomplishing the purpose of this Agreement.
- (c) Assignment of personnel to the Task Force shall not be subject to any impacts of the regular operating budget of the designated police agency or member agency, since funding for the Task Force is dedicated by action of all member agencies.

Section 3.5 Operational Control.

Except as provided in Section 3.7, below, responsibility for the operational control, direction and administration of the Task Force shall be vested in the Chief Law Enforcement Official of the Designated Police Agency who shall be responsible for direct supervision of the Task Force and shall provide coordination with and liaison to the Oversight Committee as necessary to ensure that Task Force priorities and goals are being properly implemented.

Section 3.6 Exercise of Task Force Powers in Nonmember Jurisdictions.

The Task Force shall not operate in, assist, or serve municipalities in Marin County not signatory to this agreement except pursuant to direction of the Oversight Committee. In providing such direction, the Oversight Committee shall consider situations where an investigation commenced elsewhere cannot otherwise be concluded without crossing the boundaries of a non-participating jurisdiction.

Section 3.7 Investigation of Specific Local Problems.

In the event that a request for assistance to a MEMBER AGENCY is approved pursuant to direction of the Oversight Committee, the Chief Law Enforcement Official of the requesting City or County may assume overall supervision of Task Force members so assigned solely with respect to Task Force involvement in that specific assignment. Task Force employees so assigned shall remain under the agreed to supervision of the Chief Law Enforcement Official of the requesting City or County for the duration of the specific assignment approved by the Oversight Committee.

Section 3.8 Administrative Support for the Task Force.

Administrative support for the Oversight Committee shall be provided by the Designated Police Agency which shall include in its annual budget costs associated with administrative support tasks including, but not limited to, meeting notices, preparation of minutes, compliance with the Brown Act, office supplies for Task Force business, insurance, and an annual financial audit.

ARTICLE 4
FISCAL MATTERS

Section 4.1 Annual Budget.

The Designated police agency shall prepare annually and submit to the Oversight Committee by April 1 of each year, a budget for the Task Force setting forth proposed service levels, staffing expenses and anticipated grant funding or other outside funding (including, but not limited to asset forfeiture funds) and the proposed amount of Net Local Costs (total budget less grant funding and other outside funding) to be shared

among the parties. After review and any modification deemed necessary by the Oversight Committee, said budget shall be adopted by the Oversight Committee and submitted to the parties hereto not later than May 1 of each year, and shall be deemed approved by the parties pursuant to their individual approval of their respective budget allocations to the Task Force for the ensuing fiscal year

Section 4.2 Member Contributions.

The contributions to be made by each party to this Agreement to fund the Net Local Costs of the Task Force shall be based on the approved budget and shall be prorated in accord with the following formula:

- a) A minimum of fifty percent (50%) of the cost of the first six (6) Task Force employees plus attendant expenses, shall be borne by Marin County; and the balance shall be borne by the participating cities prorated on a formula giving equal weight to population, using the most current annual State Department of Finance census data, and the most current total assessed valuation, as determined by the March 1st valuations established each year by the Marin County Assessor's Office.

No change in proration of contributions specific to 4.2(a), above, shall be effected except by the written amendment to the Agreement and signed by all parties hereto. Nothing in this agreement mandates that Marin County must have a specific number of Task Force employees.

Section 4.3 Controller/Treasurer.

The Oversight Committee shall designate the Controller/Treasurer of the Task Force who shall serve as depository and custodian of all Task Force funds and who shall perform all authorities, duties, and obligations set forth in Section 6505, 6505.5 and 6505.6 of the California Government Code. The designated Controller/Treasurer shall be responsible for the establishment of procedures for the disbursement of funds in accordance with the approved annual budget of the Task Force and shall maintain and make available to the parties hereto complete records of all income, disbursements and other financial information regarding the Task Force. These responsibilities shall include maintenance of financial records, cooperation in the preparation of an annual independent audit and preparation of reports pursuant to any and all applicable regulations for any and all funds including asset forfeiture and grant funds received by or on behalf of the Task Force.

Section 4.4 Funds and Accounts.

At a minimum, the Controller/Treasurer shall establish and maintain separate funds and/or accounts for income and disbursements from the following sources:

Department of Treasury Asset forfeiture account; Department of Justice Asset forfeiture account; member contributions (Task Force operating account).

Section 4.5 Investment.

The Controller/Treasurer is hereby authorized to invest any and all funds received by the Task Force in any investment medium authorized for local government pursuant to State law and in such investment media and in such limited amounts as may be established in the written investment policy of his or her agency. Interest earnings shall be credited to the appropriate Task Force account pursuant to Section 4.3, above, and may be used for any purpose consistent with authorized uses for which the principle amount may be used.

Section 4.6 Procedure for Approval of Demands.

The Controller/Treasurer shall implement procedures as adopted by the Oversight Committee, for the approval of all demands against the Task Force.

Section 4.7 Property Records and Control.

- (a) The Controller/Treasurer shall maintain an inventory of all capital equipment and other property contributed for Task Force use by any party hereto or by any other person or organization and of all capital equipment purchased with Task Force funds, including, but not limited to, funds contributed by parties to this Agreement, grant funds, and asset forfeiture funds.
- (b) The Secretary shall have charge of, handle and have access to all records of the Task Force, other than those financial records under the control of the Controller/Treasurer, and of all physical properties of the Task Force.

Section 4.8 Bonding.

The Oversight Committee shall designate the respective amounts of the official bonds of the Secretary and Controller/Treasurer and of such other persons who may from time to time be designated by the Oversight Committee as having charge of, handling or having access to any funds and/or property of the Task Force.

ARTICLE 5 INSURANCE AND INDEMNITY

Section 5.1 Indemnity.

The Task Force shall defend, indemnify, and hold harmless MEMBER AGENCIES and their employees, agents and elected officials, in connection with any and all claims, lawsuits, liability, or damages arising out of Task Force activities.

Section 5.2 Liability Insurance.

- (a) A General Liability insurance policy with a minimum combined single limit of at least one million dollars (\$1,000,000) and an aggregate of at least one million dollars (\$1,000,000) will be maintained in force at all times, covering, at a minimum, the Marin County Major Crimes Task Force, all personnel assigned to the Task Force or engaging in Task Force activities, all MEMBER AGENCIES, and the members and alternate members of the Oversight Committee, for any liability arising out of Task Force activities. The policy shall include costs of investigation and defense as covered items. The annual premium for said insurance will be made a part of and paid from the annual budget of the Task Force.
- (b) A public officials liability insurance policy with a minimum combined single limit of at least one million dollars (\$1,000,000) and an aggregate of at least one million dollars (\$1,000,000) will be maintained in force at all times, covering, at a minimum, the members and alternate members of the Oversight Committee. The policy shall include costs of investigation and defense as covered items. The premium for said insurance will be made a part of and paid from the annual budget of the Task Force.
- (c) Any deductibles included in the General Liability Insurance policy shall be paid first from asset forfeiture funds, to the maximum extent allowed by applicable State or Federal law. If use of asset forfeiture funds to pay the deductible amount is prohibited by applicable law for the particular claim and/or if available asset forfeiture funds are insufficient to pay the deductible amount then the deductible amount shall be paid from the Task Force annual budget and/or from Task Force reserve funds as may be authorized for this purpose by the Oversight Committee.

Section 5.3 Uninsured Claims and Losses.

Should the Task Force's General Liability insurance policy fail to cover any claims, losses or expenses arising from any and all activities undertaken pursuant to this Agreement, or if such policy is not available for a premium deemed appropriate by the Oversight Committee in relation to the budget of the Task Force, then the Oversight Committee shall immediately notify in writing each of the parties to this Agreement of the status of the insurance policy or lack of coverage and the cost of claims, loss or expenses shall be apportioned among the parties to this Agreement as provided in Section 5.5 herein.

Section 5.4 Workers' Compensation Insurance.

Unless otherwise provided in the service agreement between the Designated Police Agency and the Task Force, the Designated Police Agency is solely responsible for payment of any and all workers' compensation benefits for an employee of the

Designated Police Agency assigned to the Task Force. Each MEMBER AGENCY is solely responsible for payment of any and all workers' compensation benefits for an employee of the MEMBER AGENCY assigned to the Task Force.

Section 5.5 Apportionment.

To the extent that any claim, action, liability, damage settlement, or award is not covered for any reason by insurance policies, the parties to this Agreement agree to pay these costs as follows:

- (a) First, from uncommitted asset forfeiture funds, to the maximum extent allowed by applicable State or Federal law.
- (b) Second, if the use of asset forfeiture funds is prohibited by applicable law for the particular claim and/or if available asset forfeiture funds are insufficient then payment shall be made from reserve accounts which may have been created for this purpose by the Oversight Committee.
- (c) Third, if there are insufficient funds in reserve accounts created for this purpose, or if no such reserves have been created, then payment shall be made from uncommitted reserves of the Task Force. Such use of uncommitted reserves require the specific authorization of the Oversight Committee for each individual claim for which such reserves are to be used.
- (d) Fourth, if there are insufficient funds in uncommitted reserves, then payment shall be made from the annual budget of the Task Force. Unless an appropriation already exists in the Task Force budget at the time payment must be made, specific authorization of the Oversight Committee must be granted for each individual claim for which Task Force budgeted funds are to be used. If necessary, the Task Force shall be resolution transfer appropriations from unencumbered balances, salary savings, or any available expenditure account in order to provide sufficient funds to pay these costs.
- (e) Finally, after exhaustion of asset forfeiture funds, reserves and the annual budget, the parties to this Agreement agree to pay remaining claims in proportionate shares where each party will pay the same percentage of the total amount as its percentage contribution to the annual budget.

Section 5.6 Exception.

The provisions of Sections 5.2, 5.3 and 5.5 of this Agreement, wherein the Task Force and its members agree to accept responsibility for claims not covered by insurance, shall not apply when liability is caused by a negligent or wrongful act or omission of an employee or agent of the Designated Police Agency or the employee or agent of another

MEMBER AGENCY while such employee or agent is not involved in carrying out the provisions of this Agreement.

Section 5.7 Claims Handling.

In the event of a dispute regarding whether or not an exception as contemplated in Section 5.6 herein applies, the dispute resolution procedure set forth in Section 8.3 of this Agreement shall be used.

The Chief Law Enforcement Official of the designated policy agency or his or her designee shall, upon receipt of a "notice of claim" naming the Major Crimes Task Force, initiate the claims handling process. The notice document will be forwarded to representatives of the Task Force's General Liability Insurance Company designated by that insurance company (as of the date of this agreement, claims shall be scanned and sent via email to: publicentityclaims@carlwarren.com) with copy to CJPIA Risk Manager and County Counsel.

In the event a claim may be reported to the County through either Risk Management, the Clerk of the Board of Supervisors or County Counsel, such claims shall be directed to the specific designated County of Marin counsel for the Major Crimes Task Force who shall proceed to notify parties and commence evaluation of claim.

Designated County Counsel shall review information provided in the notice of claim against the County of Marin and determine if the claim involves alleged actions of the Major Crimes Task Force, in which case designated County Counsel shall issue the standard County rejection letter, including a statement advising claimant that in taking the actions alleged in the claim, the officers were acting on behalf of the Marin County Major Crimes Task Force, not the County of Marin, providing direction to claimant to present the claim to the Task Force for further consideration.

Upon notice of a claim by either of the above means, Task Force Commander shall conduct his standard investigation and forward his report with attachments to Designated County Counsel. This report may be sent on to representatives designated by the Task Force's General Liability Insurance Company (as of the date of this agreement, Carl Warren) based on the criteria for claim reporting. If it is not forwarded, it will be retained.

ARTICLE 6
WITHDRAWAL

Section 6.1 Notice.

Any party may withdraw from this Agreement by filing written notice of intention to do so with the Oversight Committee. The rights and obligations of such party hereunder shall terminate six months after the date of filing such notice. The Committee,

within fifteen (15) days of the filing of a withdrawal notice, shall mail a notice thereof to all parties to this Agreement. Removal of any party from this Agreement shall in no manner affect the rights and obligations hereunder of the remaining parties.

Section 6.2 Rights and Obligations.

In the event of a withdrawal from this Agreement by any party, such party shall not be entitled to the return of any funds contributed to the Task Force, nor to any share of asset forfeiture funds nor to the return in cash or in kind of any materials or supplies until termination of this Agreement as herein specified. A party withdrawing from the Agreement shall continue to be liable for its proportionate share of any liability incurred during the period of this party's participation in the Agreement as set forth in Section 5.5 herein.

ARTICLE 7
TERMINATION

Section 7.1 Required Notice.

This Agreement shall be deemed terminated when the agencies representing Fifty Percent (50%) or more of the population of Marin County file a notice of intent to withdraw.

Section 7.2 Distribution of Assets.

Upon termination, all non-monetary assets held by the Task Force shall be liquidated and the proceeds, combined with all monetary assets (including asset forfeiture funds and any moneys received through State or Federal grants), shall be distributed to the parties hereto in proportion to the contribution of the parties.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Definitions.

Unless the context otherwise requires, the words and terms defined in this Article shall, for the purpose hereof, have the following meaning herein specified:

- (a) Agreement. "Agreement" means this joint exercise of powers agreement.
- (b) Chief Law Enforcement Official. "Chief law enforcement official" means the highest ranking police manager of a member agency. This is usually the Police Chief of a city or town or the County Sheriff.

- (c) Designated Police Agency. “Designated Police Agency” means the Novato Police Department or the Marin County Sheriff’s Department, whichever is selected by the Oversight Committee to organize and operate the Task Force.
- (d) Major Crimes. “Major Crimes” means illegal activities, primarily felonies such as, but not limited to, narcotic trafficking, whose characteristics include such features as high mobility, complex organization and widespread incidence throughout the County and for which effective detection, investigation and apprehension are demonstrably enhanced by the removal of artificial jurisdictional, organizational and geographic limitations that are likely to inhibit efficient utilization of police resources and application of up-to-date police methods that can be directed at such activities.
- (e) Member Agency. “Member Agency” means Marin County or one of the cities or towns which has signed this joint exercise of powers agreement.
- (f) Net Local Cost. “Net local cost” means the amount of the annual budget of the Task Force which is funded by contributions of the Member Agencies after the amount of funding for the annual budget from any grants, use of asset forfeiture funds, use of investment earnings and use of any other direct income generated by the operation of the Task Force have been deducted.
- (g) Oversight Committee. “Oversight Committee” means the governing board of the Task Force established by this joint exercise of powers agreement.
- (h) Task Force. “Task Force” means the unit of peace officers and support personnel which is created by this Agreement to accomplish the purpose of the Agreement.

Section 8.2 Legal Counsel.

Unless the Oversight Committee determines otherwise, the Marin County Counsel shall serve as legal counsel to the Task Force and provide all routine legal advice and service including attendance at Oversight Committee meetings if necessary.

Section 8.3 Dispute Resolution.

Any dispute among the parties to this Agreement shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. In the event of such dispute, the parties shall attempt, by unanimous agreement, to select a neutral arbitrator. In the event of their inability to reach unanimous agreement on an arbitrator such dispute shall be submitted to an arbitrator selected by the presiding judge of the Marin County Superior Court.

Section 8.4 Amendment.

This Agreement may be amended from time to time by its Oversight Committee, with an Agreement reflecting the amendment to be executed by the MEMBER AGENCIES.

Section 8.5 Execution in Counterparts.

This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have set their hand the day and year below written.

Dated: _____

COUNTY OF MARIN

CLERK

BY: _____

Dated: _____

CITY OF BELVEDERE

CLERK

BY: _____

Dated: _____

TOWN OF CORTE MADERA

CLERK

BY: _____

Dated: _____

TOWN OF FAIRFAX

CLERK

BY: _____

Dated: _____

CITY OF LARKSPUR

CLERK

BY: _____

Dated: _____

CITY OF MILL VALLEY

CLERK

BY: _____

Dated: _____

CITY OF NOVATO

CLERK

BY: _____

Dated: _____

TOWN OF ROSS

CLERK

BY: _____

Dated: _____

TOWN OF SAN ANSELMO

CLERK

BY: _____

Dated: _____

CITY OF SAUSALITO

CLERK

BY: _____

Dated: _____

TOWN OF TIBURON

CLERK

BY: _____