



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE: Adoption of amended Joint Exercise of Powers Agreement for the Marin County Major Crimes Task Force.

RECOMMENDED MOTION: Adopt a resolution of the City Council of the City of Sausalito authorizing the City Manager and the City Clerk to sign a Joint Powers Agreement (JPA) with the County of Marin and other participating municipalities for the reorganized Major Crimes Task Force.

SUMMARY

The County of Marin Major Crimes Task Force Oversight Committee and the Marin County Sheriff developed a plan to restructure the Task Force. Regarding the changes to the revised JPA there are two issues of significance:

1. "For budgetary purposes, the Oversight Committee can vote to allow personnel from other member police agencies." Refer to Section 3.1(a).
2. "Any party may withdraw from this Agreement by filing written notice of intention to do so with the Oversight Committee. Notice of intent to withdraw must be filed six months prior to the end of the fiscal year but no later than December 31st." (Previous language regarding withdrawal required one year notice.) Refer to Article 6 – Withdrawal.

Adoption of this new plan requires dissolving the existing Joint Exercise of Powers Agreement and signing the new JPA.

BACKGROUND

The Marin County Major Crimes Task Force, which has been in existence since 1977, is a specialized undercover unit comprised of highly trained investigators whose focus is on drug related activity throughout the County of Marin. Additionally, the Task Force assists local law enforcement agencies with major criminal investigations.

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The funding of the Task Force is accomplished through a Joint Powers Agreement between the County of Marin and the participating municipalities. When the City of San Rafael withdrew from the Task Force in fiscal year 2002/2003, their financial obligation was replaced largely with increases in the financial obligation and contributions of the remaining participating municipalities.

In October 2008, the City of Novato learned that the projected cost increase for its contribution to the task force was 27%. That projected increase, along with prior year increases, amounted to more than 150% increase in just over five years for the City of Novato. The reasons for the continued increases to all participating municipalities include not only the withdrawal of the City of San Rafael, but also the declining amount of asset forfeitures and increased personnel costs.

In December 2008, the City of Novato notified the County of Marin that it was withdrawing from the Marin County Major Crimes Task Force effective June 30, 2009. This notification was required pursuant to Section 6.1 of the Marin County Major Crimes Task Force Exercise of Power Agreement dated October 20, 1995. The withdrawal of the Novato from the Task Force would essentially eliminate the JPA. Without Novato's financial contribution, the remaining participating municipalities would be faced with unbudgeted increases in their respective financial contributions that in reality most agencies could not afford to continue to pay.

There is also the fact that the current JPA can be dissolved when cities representing more than 50% of the Marin County population seek to withdraw from the Task Force. With the withdrawal of the City of San Rafael in 2003 combined with the proposed withdrawal of the City of Novato, it is likely to reach the 50% population mark. Dissolving the Task Force would force each law enforcement agency in Marin to separately, rather than jointly, investigate narcotics related crimes. It is safe to say that most, if not all, agencies do not have the resources to proactively investigate and enforce drug activity crimes. The result would very likely be a proliferation of drug related crimes countywide.

In an effort to maintain the Task Force and make it more affordable for the participating municipalities, the Task Force Oversight Committee and the Marin County Sheriff developed a restructuring of the Task Force. This reorganization reduced the total staffing levels of Task Force officers; however, they now include a full-time officer from Novato along with an officer from the California Highway Patrol. By including a full time officer from Novato, that city has drastically reduced its financial contribution to approximately \$39,000 from a proposed 2009/2010 amount of \$247,000.

As a result of this reorganization, the 1995 Marin Major Crimes Task Force Joint Exercise of Powers Agreement is hereby terminated and replaced through the adoption of the new Joint Exercise Powers Agreement.

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ISSUES

None.

FISCAL IMPACT

The City of Sausalito's financial contribution to the Task Force in fiscal year 2008/2009 was approximately \$33,050. For fiscal year 2009/2010 we paid \$35,013 which is a 6% increase rather than the 27% increase initially proposed by the County under the old JPA. The new JPA is responsible for keeping the costs down.

STAFF RECOMMENDATIONS

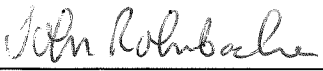
Adopt the proposed resolution.

ATTACHMENTS

1. A resolution of the City Council of the City of Sausalito authorizing the City Manager and City Clerk to sign a Joint Powers Agreement with the County of Marin and other participating municipalities for the reorganized Major Crimes Task Force
2. A "red-line" version of the old Joint Powers Agreement showing all the changes
3. A final version of the new Joint Powers Agreement
4. An Addendum to the Joint Powers Agreement that adds the California Highway Patrol to the Task Force

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PREPARED BY:



John Rohrbacher, Captain

REVIEWED BY (Department Head):

Scott Paulin, Chief of Police

SUBMITTED BY:



Adam W. Politzer
City Manager

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RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SAUSALITO, CALIFORNIA
AUTHORIZING THE CITY MANAGER AND CITY CLERK TO SIGN A JOINT POWERS AGREEMENT (JPA)
WITH THE COUNTY OF MARIN AND OTHER PARTICIPATING MUNICIPALITIES
FOR THE REORGANIZED MAJOR CRIMES TASK FORCE**

WHEREAS, the Marin County Major Crimes Task Force has been in existence since 1977 as a specialized undercover unit comprised of highly trained investigators whose focus is on drug related criminal activity throughout the County of Marin; and

WHEREAS, due to the rising costs of the Task Force stemming largely from declining asset forfeiture funds and increased personnel costs, the City of Novato notified the County of its intention to withdraw from the Task Force effective June 30, 2009. Novato's withdrawal from the Task Force would essentially eliminate the County JPA for Narcotics Enforcement; and

WHEREAS, in an effort to maintain the Task Force and make it more affordable for the participating municipalities, the Task Force Oversight committee and the Marin County Sheriff restricted the Task Force; and

WHEREAS, all participating parties agree that the restricted Task Force will reduce Novato's cash contribution to approximately \$39,000 and will include a full-time police officer from Novato assigned to the Task Force; and

WHEREAS, the participating municipal agencies do not have the local staffing resources available for proactive narcotics enforcement and a proliferation of drug activity countywide would be likely; therefore staff recommends that the City of Sausalito enter into the new restructured Joint Powers Agreement (JPA) with the County of Marin for the Major Crimes Task Force; and

WHEREAS, due to the new structure of the Task Force, the 1995 Marin County Major Crimes Task Force Joint Exercise of Powers Agreement is hereby terminated.

Now, therefore be it resolved, the City Council of the City of Sausalito does hereby authorize the City Manager and the City Clerk to sign the new JPA with the County of Marin and other participating municipalities for the City's participation in the Major Crimes Task Force.

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PASSED AND ADOPTED at a regular meeting of the City Council of the City of Sausalito on the ____ day of _____, 2009, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MAYOR OF THE CITY OF SAUSALITO

CITY CLERK

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**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, ~~SAN RAFAEL~~, 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 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 are authorized to conduct activities in a manner set forth in California Penal Code Section 830.1.
4. Parties hereto 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.~~

SAID PARTIES, 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 Force," to detect, apprehend and prosecute 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 Authority.

- (a) There is hereby created a public entity to be known as the Marin County Major Crimes Task Force Authority, herein called the "Authority." The Authority 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 Term 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-Governing Board.

- (a) The Authority 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 counsel 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.
- (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 Authority 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 Meetings of the Oversight Committee.

The Oversight Committee shall provide for regular meetings at a date, time and place fixed by resolution or by-laws, which regular meeting shall be held at least quarterly. 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 contacts on behalf of the Authority 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 Authority 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 Authority.
- (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 Authority'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.

- (a) The Task Force established pursuant to Section 1.1 of this Agreement shall be comprised of personnel from a single Marin police agency to be designated by the Oversight Committee; ~~it~~ *however, for budgetary purposes the Oversight Committee can vote to allow personnel from other member police agencies.* 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, ~~San Rafael Police Department~~ San Rafael Police Department or Novato Police Department, since these ~~two~~ three agencies are large enough and best suited to handle the functions of a Major Crimes Task Force.
- (b) The Oversight Committee shall enter into a service agreement with the Designated Police Agency. Provisions of the service agreement shall include, but are not limited to, a work plan and scope of services to be performed, duties and obligations of the parties, performance and financial reporting requirements, insurance and indemnification terms, and budget and compensation matters.

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 and enforcement of the designated police agency.

Section 3.3 Organization of the Task Force within the Designated designated policy agency.

- (a) The Task Force shall be established as a separate organizational entity within the designated policy 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~~ *its own* employees in compliance with applicable policies and procedures of the Designated Police Agency.

~~(b)~~ (a) *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.

~~(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

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for reasonable periods of time in order that expertise is developed and applied in accomplishing the purpose of this Agreement.

~~(d)(b) 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 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 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 Authority.

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 Authority 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.

(a) 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 Minimum of fifty percent (50%) of the cost of the first six (6) Task Force employees plus attendant expenses, and two-thirds (2/3) of the cost of up to three (3) additional Task Force employees plus attendant expenses, for a total-unit-strength of nine (9) employees, 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 1 valuations established each year by the Marin County Assessor's Office.

(b) No change in the ~~preparation~~proportion of contributions specific in Subsection 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 Authority who shall serve as depository and custodian of all Authority 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 Authority and shall maintain and make available to the parties hereto complete records of all income, disbursements and other financial information regarding the Authority. 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 Authority.

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; State of California Asset forfeiture Department of Justice Asset forfeiture account; ~~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 Authority 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 Authority account pursuant to Section 4.4, 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 Authority.

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 authority, other than those financial records under the control of the Controller/Treasurer, and of all physical properties of the Authority.

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 Authority.

ARTICLE 5
INSURANCE AND INDEMNITY

Section 5.1 General.

Where any claim, liability or damage arises from the activities of the Task Force or of personnel assigned by the Designated Police Agency to the Task Force or from personnel from other member agencies to the Task Force in the course of their duties for the Task Force, the parties agree that responsibility for investigation and administration, defense and payment of any claim, action, liability, damage settlement or award will be made as provided in this Article.

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 ~~naming each party to this Agreement as an insured.~~ The Law Enforcement Liability 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 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 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 Authority, the Designated Police Agency is solely responsible for payment of any and all workers compensation claims and benefits for any employee of the Designated Police Agency assigned to the Task Force. *The member agency is solely responsible for payment of any and all workers compensation claims and benefits for any employee of the member agency assigned to the Task Force* Workers compensation claims and benefits include, but are not limited to costs for investigation, administration, defense, settlements and awards.

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 Authority. 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 budge 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 according to the formula set forth in Section 4.2(a) of this Agreement during the fiscal year when the event giving rise to the claim occurred.

Section 5.6 Exceptions.

The provisions of Sections 5.2, 5.3 and 5.5 of this Agreement, wherein the Authority and its members agree to accept responsibility for claims not covered by insurance, shall not apply under the following conditions:

- (a) When liability is caused by a negligent or wrongful act or omission of an employee or agent of the Designated Police Agency while such employee or agent is not involved in carrying out the provisions of this Agreement.
- (b) When liability arises from an act or omission caused by the gross negligence of an employee of the Designated Police Agency.

Section 5.7 Claims Handling.

The Oversight Committee shall establish a written process for claims handling. This process shall include retention of an independent claims administrator who shall not be an employee of or contractor to any Member Agency. The claims handling process shall require that all claims arising from the operations of the Task Force be referred to the independent claims administrator whose duties shall include the impartial investigation of claims and identification of gross negligence where it may appear. 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.

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 at the end of the Fiscal Year after the date of filing of such notice.~~ Notice of intent to withdraw must be filed six months prior to the end of the fiscal year but no later than December 31st. Notice of withdrawal shall not change the

withdrawing party's fiscal responsibilities for the duration of the fiscal year. 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 Authority, 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, as set forth herein in Section 4.2(a) during the last complete fiscal year of the Authority.

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) Authority. "Authority" means ~~the~~ ^{is} joint exercise of powers ~~agreement~~ ^{authority} established by this joint exercise of powers agreement.
- (c) 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.
- (d) Designated Police Agency. "Designated Police Agency" means the Novato Police Department, ~~the San Rafael Police Department~~ or the Marin County Sheriff's Department, whichever is selected by the Oversight Committee to organize and operate the Task Force.
- (e) 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, apprehension and prosecution 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.
- (f) Member Agency. "Member Agency" means Marin County or one of the cities or towns which has signed this joint exercise of powers agreement.
- (g) 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.
- (h) Oversight Committee. "Oversight Committee" means the governing board of the joint exercise of powers authority established by this joint exercise of powers agreement.
- (i) 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~~ 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.

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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.

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: _____

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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 SAN RAFAEL~~

~~_____~~

~~BY: _____~~

Dated: _____

CITY OF SAUSALITO

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CLERK

BY: _____

Dated: _____

TOWN OF TIBURON

CLERK

BY: _____

**MARIN COUNTY MAJOR CRIMES TASK FORCE
OVERSIGHT COMMITTEE AND KEY OFFICIALS**

April, 2009

Committee Chairperson

Paul Chignell, San Anselmo Town Council

Committee Members

Brock Asner, Sausalito City Manager

Phil Green, Twin Cities Chief of Police

Bob Krolak, San Rafael Chief of Police

Harry Moore, Marin County Board of Supervisors

Marty Nichols, Marin County Administrator

Ed San Diego, Belvedere City Manager

Marin County Sheriff

Charles Prandi

Marin County Undersheriff

Bob Doyle

Task Force Unit Commander

John Brunlik

**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 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 are authorized to conduct activities in a manner set forth in California Penal Code Section 830.1.
4. Parties hereto 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.

SAID PARTIES, 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 Force," to detect, apprehend and prosecute 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 Authority.

- (a) There is hereby created a public entity to be known as the Marin County Major Crimes Task Force Authority, herein called the "Authority." The Authority 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 Term 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 Authority 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.
- (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 Authority 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 meetings at a date, time and place fixed by resolution or by-laws, which regular meeting shall be held at least quarterly. 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 contacts on behalf of the Authority 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 Authority shall be vested in the Oversight Committee. The Oversight Committee shall have the duty and power:

- (a) To review and determine the 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 Authority.
- (f) To designate the policy agency to serve as the Designated Police Agency under this agreement
- (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 Authority'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.

- (a) The Task Force established pursuant to Section 1.1 of this Agreement shall be comprised of personnel from a single Marin police agency to be designated by the Oversight Committee; however, for budgetary purposes the Oversight Committee can vote to allow personnel from other member police agencies. 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.
- (b) The Oversight Committee shall enter into a service agreement with the Designated Police Agency. Provisions of the service agreement shall include, but are not limited to, a work plan and scope of services to be performed, duties and obligations of the parties, performance and financial reporting requirements, insurance and indemnification terms, and budget and compensation matters.

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 and 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 policy 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.

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.

- (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.

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 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 Authority.

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 Authority 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.

- (a) 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: A Minimum of fifty percent (50%) of the cost of the first six (6) Task Force employees plus attendant expenses, and two-thirds (2/3) of the cost of up to three (3) additional Task Force employees plus attendant expenses, for a total-unit-strength of nine (9) employees, 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 1 valuations established each year by the Marin County Assessor's Office.

No change in the proportion of contributions specific in Subsection 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 Authority who shall serve as depository and custodian of all Authority 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 Authority and shall maintain and make available to the parties hereto complete records of all income, disbursements and other financial information regarding the Authority. 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 Authority.

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 Authority 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 Authority account pursuant to Section 4.4, 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 Authority.

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 authority, other than those financial records under the control of the Controller/Treasurer, and of all physical properties of the Authority.

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 Authority.

ARTICLE 5
INSURANCE AND INDEMNITY

Section 5.1 General.

Where any claim, liability or damage arises from the activities of the Task Force or of personnel assigned by the Designated Police Agency to the Task Force or from personnel from other member agencies to the Task Force in the course of their duties for the Task Force, the parties agree that responsibility for investigation and administration, defense and payment of any claim, action, liability, damage settlement or award will be made as provided in this Article.

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. 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 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 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 Authority, the Designated Police Agency is solely responsible for payment of any and all workers compensation claims and benefits for any employee of the Designated Police Agency assigned to the Task Force. The member agency is solely responsible for payment of any and all workers compensation claims and benefits for any employee of the member agency assigned to the Task Force. Workers compensation claims and benefits include, but are not limited to costs for investigation, administration, defense, settlements and awards.

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 Authority. 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 by 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 according to the formula set forth in Section 4.2(a) of this Agreement during the fiscal year when the event giving rise to the claim occurred.

Section 5.6 Exceptions.

The provisions of Sections 5.2, 5.3 and 5.5 of this Agreement, wherein the Authority and its members agree to accept responsibility for claims not covered by insurance, shall not apply under the following conditions:

- (a) When liability is caused by a negligent or wrongful act or omission of an employee or agent of the Designated Police Agency while such employee or agent is not involved in carrying out the provisions of this Agreement.
- (b) When liability arises from an act or omission caused by the gross negligence of an employee of the Designated Police Agency.

Section 5.7 Claims Handling.

The Oversight Committee shall establish a written process for claims handling. This process shall include retention of an independent claims administrator who shall not be an employee of or contractor to any Member Agency. The claims handling process shall require that all claims arising from the operations of the Task Force be referred to the independent claims administrator whose duties shall include the impartial investigation of claims and identification of gross negligence where it may appear. 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.

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. Notice of intent to withdraw must be filed six months prior to the end of the fiscal year but no later than December 31st. Notice of withdrawal shall not change the withdrawing party's fiscal responsibilities for the duration of the fiscal year. 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 Authority, 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, as set forth herein in Section 4.2(a) during the last complete fiscal year of the Authority.

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) Authority. "Authority" means this joint exercise of powers agreement.
- (c) 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.

- (d) 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.
- (e) 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, apprehension and prosecution 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.
- (f) Member Agency. "Member Agency" means Marin County or one of the cities or towns which has signed this joint exercise of powers agreement.
- (g) 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.
- (h) Oversight Committee. "Oversight Committee" means the governing board of the joint exercise of powers authority established by this joint exercise of powers agreement.
- (i) 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 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.

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: _____

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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: _____

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**MARIN COUNTY MAJOR CRIMES TASK FORCE
OVERSIGHT COMMITTEE AND KEY OFFICIALS**

April, 2009

ADDENDUM TO JOINT POWERS AGREEMENT

RECITALS

1. The COUNTY OF MARIN (hereinafter "COUNTY"), the CITIES/TOWNS OF BELVEDERE, CORTE MADERA, FAIRFAX, LARKSPUR, MILL VALLEY NOVATO, ROSS, SAN ANSELMO, SAUSALITO and TIBURON, and the CALIFORNIA HIGHWAY PATROL (hereinafter "CHP") 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 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 are authorized to conduct activities in a manner set forth in California Penal Code Section 830.1.
4. All parties with the exception of the CHP have previously entered into a Joint Powers Agreement in 2009. That Joint Powers Agreement is still valid, operative and binding on those parties. The purpose of this Addendum is to add the CHP to the Joint Powers Agreement under specific terms and conditions. The parties recognize that the CHP has previously provided an officer to the Marin County Major Crimes Task Force and the CHP desires to become a member of the Marin County Major Crimes Task Force Oversight Committee on specific terms and conditions.

SAID PARTIES, THEREFORE, MUTUALLY AGREE THAT THE 2009 MARIN COUNTY MAJOR CRIMES TASK FORCE JOINT EXERCISE OF POWERS AGREEMENT IS VALID, OPERATIVE AND BINDING AND THAT THE PURPOSE OF THIS ADDENDUM IS TO ADD THE CHP TO THAT JOINT POWERS AGREEMENT UNDER SPECIFIC TERMS AND CONDITIONS AS FOLLOWS:

- A. The Marin County Commander of the CHP shall become a voting member of the Marin County Major Crimes Task Force Oversight Committee under the following terms and conditions:
 1. The CHP agrees that the provisions of the Marin County Major Crimes Task Force Joint Exercise of Powers

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Agreement prepared, printed and executed by the parties to that Agreement in 2009, shall be valid, operative and binding on it. It is attached as Exhibit A to this Agreement and incorporated herein by reference.

2. The CHP agrees that its voting rights on the Marin County Major Crimes Task Force Oversight Committee shall be operative if and only if the CHP is currently providing a full time officer to the Marin County Major Crimes Task Force under the conditions outlined in Paragraph 3 below.

a. The CHP's voting rights under this Joint Powers Agreement shall be the same as any other member of the Marin County Major Crimes Task Force Oversight Committee while it retains the power to vote.

b. The parties specifically agree that the CHP forfeits its right to be a member of the Oversight Committee and thus, its power to vote, if for any reason the CHP fails to provide an officer to the Task Force.

(1) Exception: Where there is only a temporary vacancy between CHP officer assignments to the Task Force, the CHP shall retain its right to vote during the vacancy. A temporary vacancy is defined as a thirty (30) day period where the CHP is unable to make the new assignment of an officer(s) to the Task Force. Where the duration of the vacancy is for more than thirty (30) days, then the above mentioned provisions of Section A. 2. and 2 b. are applicable at Task Force's discretion.

3. CHP officer(s) assignment to the Task Force.

a) Selection of CHP officer, scheduling, vacation, and other conditions.

The selection of a CHP officer shall be approved by the Task Force Commander. However, the CHP reserves the right to select candidates to be assigned for training. The selection shall be based on past and present performance evaluations as well as the officer's potential to successfully complete the assignment. The CHP will incur all salaries, benefits, overtime, and any travel expenses for CHP officers assigned to the program.

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The CHP officers' regular days off (RDOs) will coincide with the RDO's of the Task Force personnel providing they meet the requirements of the Fair Labor Standards Act (FLSA). If changes need to be made to RDO's, the changes shall have prior approval of a Task Force Supervisor to ensure compliance with FLSA.

While assigned to the Task Force, the CHP officer's use of Compensatory Time Off, vacation or annual leave credits shall have prior approval from the Task Force Supervisor. Scheduled vacations do not need additional approval unless a change is desired.

If a vacation is scheduled during the training period, the Task Force Supervisor shall be notified of the vacation at the start of the assignment. If self or family sick leave credits are needed by the CHP officer(s) while in the program, the officer(s) shall notify his/her Task Force Supervisor and a CHP Supervisor at the start of the work shift that will be missed.

All terms and conditions of the CHP officer's labor contract shall be in effect and abided by, even though the employee is assigned to the Task Force.

CHP officer(s) assigned to the Task Force shall be deemed continuing under the employment of the CHP and shall retain the same powers, duties, privileges, responsibilities, and immunities as are conferred upon him/her as a peace officer in his/her own jurisdiction.

b) Liability, Indemnification and California Labor Code Section 4850 issue.

(1) Worker's compensation.

The CHP shall be liable for any and all worker's compensation benefits for CHP officer(s) injured in the course and scope of his/her duties while assigned to the Task Force. This will include industrial injuries/illnesses and hazardous exposure. The need for preventative medical care shall be reported to a CHP Supervisor immediately.

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Preventative medical care is that care or treatment which is rendered due to an on-the- job exposure to a communicable disease which does not amount to an industrial injury.

(2) Indemnification.

Article S of the Joint Powers Agreement is applicable to the actions of the CHP officer with the exceptions noted above relating to workers' compensation, the following special indemnification provision and subsection (3) below relating to California Labor Code Section 4850.

(a) CHP agrees to defend, indemnify and hold harmless the TASK FORCE, the COUNTY OF MARIN, each member agency of the Task Force as identified in Recital 1 of this Agreement, members of the TASK FORCE or its authorized representative for any action brought by its officer against the TASK FORCE, the COUNTY or the MARIN COUNTY SHERIFF'S DEPARTMENT, or any of its deputies, employees or representative for any injuries incurred by the CHP officer which arise during the course and scope of the CHP officer's performance of duties with the TASK FORCE.

(3) California Labor Code Section 4850.

Should the CHP officer be injured in the line of duty and be entitled to benefits under the provisions of California Labor Code Section 4850, the CHP (State of California) shall be responsible for payment of such benefits.

C) Standard Operating Procedures.

(1) All CHP officer(s) assigned to the Task Force shall abide by all CHP policies and procedures during the course of his/her assignment. CHP officer(s) assigned to the Task Force shall continue to attend all mandated CHP training as required (e.g., Area Training Days, Range, OST/PMA, EMT, Recertification, etc.).

(2) CHP officer-involved shootings will be

investigated by the Department having investigative jurisdiction. Additionally, the CHP will conduct a separate and concurrent shooting investigation for administrative purposes. On-duty supervisors from both departments shall be notified immediately. On-duty vehicle accidents will be investigated by the department having jurisdiction. If the accident involving the CHP officer occurs within an incorporated city, the CHP will conduct a separate investigation for administrative purposes. On-duty supervisors from both departments shall be notified immediately.

- (3) For actions, other than minor counseling, the CHP will be responsible for investigating any act or omission by a CHP officer that may result in Adverse Action.
- (4) Performance evaluations shall be the primary responsibility of the Task Force Supervisor in charge of the CHP officer. The monthly evaluations required by CHP policy shall be the responsibility of the CHP.
- (5) Whenever overtime is incurred and claimed by the CHP officer, the Task Force Supervisor shall initial the officer's CHP-415, "Daily Field Record", and a Marin Area CHP Supervisor shall then sign the CHP-415.
- (6) Personnel complaints alleged against a CHP officer that are not resolved by a Task Force Supervisor, will be forwarded to the CHP. If a formal complaint is to be investigated, it will be the responsibility of the CHP to conduct a complaint investigation as it pertains to a CHP officer. Complaint investigations conducted by the Task Force will be governed by Task Force policy and procedures.
- (7) CHP officers, including those assigned to the Task Force, shall not enter "confined spaces" (as defined in Title 8, Section 5156, General Industry Safety Orders) unless a Task Force Supervisor trains and equips the CHP officer pursuant to Title 8, Section 5157 et seq.
- (8) Equipment.

The CHP will be responsible for providing and maintaining all issued safety equipment normally used by CHP personnel. Any other equipment (e.g., vehicles, radios and other investigative tools) necessary to perform the duties assigned to the Task Force will be provided and maintained by the Task Force.

4. The CHP specifically agrees that neither it nor the State of California shall participate in any share or proportionate share of any proceeds of asset forfeitures which are obtained by the Marin County Major Crimes Task Force. The CHP specifically waives any rights to proceeds of asset forfeiture that are obtained in any manner by the Marin County Major Crimes Task Force.

- a. Exception: When a case is referred to the Task Force by the CHP and asset forfeitures are obtained in that case, the CHP shall be entitled to a proportionate share of the asset forfeitures in that case. The parties recognize that this exception represents the same arrangement that any public entity receives from the Task Force.

- B. Article 2, Section 2, is hereby amended to provide that the Governing Board consists of ten (10) members, with the addition of the CHP Commander. All other sections of Article 2 shall remain in effect. The CHP term of office shall commence on July 1, 2009, and the CHP representative shall serve terms of two years with the first reappointment occurring on January 1st of even-numbered years.

- C. Article 3, Section 3.1(a) is hereby amended to authorize assignment of one or more officers of the CHP to be assigned to the Task Force under the terms and conditions outlined in Section A. 3. of this Addendum.

Aside from providing an officer to the Task Force, the CHP shall not be responsible for any member contributions pursuant to Article 4 of the original Joint Powers Agreement.

- D. Other Provisions.

1. All other provisions of the original Joint Powers Agreement Exhibit A) shall be binding on CHP. These provisions include the provisions of Articles 1, 2, 3, 4, 5, 6, 7, and

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2. Exceptions.

To the extent that any provision of this Addendum conflicts with the original Joint Powers Agreement, the provisions of this Addendum shall be applicable.

Specifically, the parties also recognize that the following provisions of the Joint Powers Agreement (Exhibit A) are not applicable:

2.8(i): To the extent that the CHP shall not be allocated or be entitled to any proceeds of asset forfeiture except as provided in Section A. 4. a. of this Addendum.

4.2: CHP shall not be responsible for member contributions since it is responsible for providing an officer.

Article 5: To the extent that it conflicts with paragraph 3(b)(1)(2) and (3) of this Addendum.

E. Termination of this Agreement.

1. Either the Marin County Major Crimes Task Force Oversight Committee or the CHP shall have the absolute right to terminate this Agreement by providing thirty (30) days written notice to the other party. Upon expiration of such thirty days written notice of termination, all rights and obligations of either party shall cease, including the right of the Marin County Commander of the CHP to be a voting member of the Task Force Oversight Committee.

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

Dated: _____

STATE OF CALIFORNIA
HIGHWAY PATROL

CLERK

BY: _____

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