



**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Police Department

Prepared by: Dave Starnes, Captain

City Manager Approval: \_\_\_\_\_

A handwritten signature in blue ink, appearing to be 'AS', written over a horizontal line.

**TOPIC: DISSOLUTION AGREEMENT OF THE MARIN COUNTY MAJOR CRIMES TASK FORCE**

**SUBJECT: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE DISSOLUTION AGREEMENT OF THE MARIN COUNTY MAJOR CRIMES TASK FORCE**

**RECOMMENDATION:**

Staff recommends the City Council adopt the resolution authorizing the Mayor to sign the dissolution agreement of the Marin County Major Crimes Task Force.

**BACKGROUND:**

In 1977, the Marin County Major Crimes Task Force (MCMCTF) was created and in 1979, was expanded and formalized at the behest of the Marin County Police Chiefs' Association by entry into a Joint Powers Agreement (JPA) among all cities, towns, and the County of Marin. The MCMCTF has operated across jurisdictional boundaries within the County for many years as a narcotics task force and occasionally assisting local agencies in investigating resource-intensive crimes. Over the years, the MCMCTF was restructured by multiple amendments to its JPA Agreement, centralizing control with the Marin County Sheriff's Office.

In FY 2002-03, the City of San Rafael elected to withdraw from participation in the MCMCTF. [In October 2014](#), the City Council authorized the City Manager to execute an agreement with the County of Marin that provided for the City of San Rafael's participation in the MCMCTF for a one-year trial period. Thereafter the City Council voted to continue with the City of San Rafael's participation in the MCMCTF.

On February 25, 2016, the current, operative version of the amended JPA Agreement was executed by the County and all the member agencies. Section 7.1 of this amended JPA Agreement provides that it shall be deemed terminated when member agencies representing fifty percent or more of the population of Marin County file their notices of intent to withdraw.

On June 19, 2020, on behalf of the City/Town Managers, the Chair of the Marin Managers' Association advised the Sheriff in writing that, because of the COVID-19 pandemic and the extreme stress it imposed upon the budgets of the member agencies, it was soon likely that agencies representing more

---

**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

than fifty percent (50%) of the County's population would file notices of intent to withdraw from the MCMCTF, thereby resulting in termination of the JPA Agreement.

In late June 2020, the City/Town Managers of member agencies Novato, San Rafael, Mill Valley, Ross, Belvedere, Fairfax, Tiburon, Larkspur, San Anselmo and Corte Madera, advised the Board Chair of the Task Force Oversight Committee in writing they were formally providing their notices of intent to withdraw and thereby invoked Article 7.1's termination process.

Representatives of the County and the Member Agencies formed a subcommittee following receipt of the aforementioned notices of intent to withdraw. The subcommittee held periodic meetings and worked closely together to inventory the Task Force's assets, sell its vehicles, account for asset forfeiture funds, and create reserve projections for close-out costs such as lease payments, evidence processing costs, liability insurance premiums, and related dissolution expenses.

After a three-month process, the subcommittee negotiated an agreement to: (1) formally terminate the MCMCTF's JPA Agreement dated February 25, 2016; (2) provide for the dissolution of the MCMCTF and its operations; and (3) liquidate the MCMCTF's assets and distribute such assets and property (including all asset forfeiture funds, monies and grants) pursuant to Article 7.2 of the JPA.

On September 28, 2020, the subcommittee met with the MCMCTF Oversight Committee and reviewed this agreement. No changes were recommended by the Oversight Committee.

**ANALYSIS:**

This Dissolution Agreement must be approved and signed by the member agencies consisting of the County of Marin and the Cities/Towns of Belvedere, Corte Madera, Fairfax, Larkspur, Mill Valley, Novato, Ross, San Anselmo, San Rafael and Tiburon, for the purposes of terminating the Joint Powers Agreement creating the Marin County Major Crimes Task Force and dissolving the Task Force.

At the request of the Marin Managers Association (MMA), Thomas Bertrand was hired to represent the City/Town member agencies and authored the attached agreement in coordination with Marin County Counsel Kerry Gerchow. The full Dissolution Agreement is attached to the resolution accompanying this staff report. The following is a summary of the major terms of the agreement:

**Section 1:** Attached to the agreement is Exhibit A, which includes the final spreadsheets that set forth the various applicable calculations, valuations, projections and figures necessary to proceed with the Task Force's dissolution and final termination of the current JPA Agreement. Both the County of Marin and the City/Town Member Agencies agree that these final figures are accurate and correct to the best of the parties' knowledge and abilities. The parties all agree that they will not challenge or contest these figures for any reason in any subsequent forum or proceeding.

**Section 3:** All the Member Agencies agree to waive and forego all claims or rights to their respective shares of MCMCTF assets/monies as follows:

- a) Waiver of any and all of their rights or claims to asset forfeiture funds to which they would be entitled in the future;
- b) Waiver of any and all of their rights or claims to cash amounts currently existing in the MCMCTF savings and checking accounts;
- c) Waiver of any and all of their rights to any FY 2019-2020 MCMCTF budget surplus;
- d) Waiver of any and all of their rights to the sale proceeds of the seven MCMCTF vehicles recently sold;

- e) Waiver of any and all of their rights to claim that the remaining five MCMCTF vehicles have monetary value while being retained/used by the County of Marin;
- f) Waiver of any and all of their rights to claim that the office lease has value if subleased or if occupied by the County of Marin for its own use;
- g) Waiver of any and all of their rights to unused funds calculated/set aside for future evidence processing, insurance, rent or other such reserve contingencies; and
- h) Waiver of any and all of their rights to the use of or value of all office furniture, computers, and other such equipment possessed by the MCMCTF.

**Section 4:** Notwithstanding the foregoing paragraph, County of Marin will pay/distribute to both Central Marin Police Authority (Larkspur/Corte Madera/San Anselmo) and Novato their respective shares/payouts of asset forfeiture funds previously agreed to, to with: \$107,434 to CMPA and \$74,147 to Novato.

**Section 5:** The County of Marin and Member Agencies also each agree to themselves assume, and make no claims for, their respective shares expended to date for operation of the MCMCTF during the final months of 2020 immediately preceding its termination/dissolution.

**Section 6:** The City/Town Member Agencies, in exchange for and in consideration of their agreement to waive their entitlement to their respective shares of Task Force assets as set forth in Section 4 above, will be relieved from any and all duties, obligations, liabilities, debts, responsibilities and claims arising from both the operation and the dissolution of the MCMCTF. The County of Marin, by and through its Sheriff's Office acting as the Designated Police Agency under the JPA Agreement, agrees to be the "Dissolving Member" of the Task Force and to undertake all actions necessary to effectuate the dissolution of the Task Force. The County of Marin agrees to provide the City/Town Member Agencies with copies of all tail insurance policies/declaration pages procured by it covering the Task Force.

**Section 7:** As further consideration for the City/Town Member Agencies' agreement to waive their entitlement to their respective shares of MCMCTF assets as set forth in the agreement, the County of Marin agrees to fully indemnify, hold harmless, defend and release all the City/Town Member Agencies and their officers, directors, agents and employees from any and all liabilities, actions, claims, damages, costs, and expenses of suits arising out of or in connection with the activities the MCMCTF, excluding liability for said Member Agencies' own gross negligence or willful misconduct.

**Section 8:** Both the County of Marin and Member Agencies agree that the dissolution terms set forth in this agreement comply with the requirements of Section 7.2 of the current JPA Agreement providing for the distribution of assets in proportion to the contributions of the parties.

**Section 9:** Should any disagreement or dispute between the parties arise concerning interpretation, implementation, and/or enforcement of any of the terms or subject matter of this Agreement, the parties agree to submit such dispute to mandatory mediation before an agreed-upon mediator. Should mediation be unsuccessful, then the parties each agree that they shall submit their dispute to binding arbitration before a mutually agreeable arbitrator.

See attached Dissolution Agreement and Exhibit A for further information.

**FISCAL IMPACT:**

Upon the final execution of the termination of the task force, the City of San Rafael will have an annual savings of \$190,433. For the current Fiscal Year, the City of San Rafael paid \$33,697.75 as the contribution from July 1, 2020 through September 30, 2020, leaving a savings of \$156,735.

**OPTIONS:**

1. Adopt the resolution authorizing the Mayor to sign the Dissolution Agreement of the Marin County Major Crimes Task Force (MCMCTF).
2. Decline the resolution and provide direction to staff.

**RECOMMENDED ACTION:**

Adopt the resolution approving and authorizing the Mayor to sign the Dissolution Agreement of the Marin County Major Crimes Task Force (MCMCTF)

**ATTACHMENTS:**

1. Resolution, with attached Dissolution Agreement
2. MMA Letter

## RESOLUTION NO.

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE DISSOLUTION AGREEMENT OF THE MARIN COUNTY MAJOR CRIMES TASK FORCE

**Whereas**, the Marin County Major Crimes Task Force (MCMCTF) was created in 1977, and in 1979 was expanded and formalized at the behest of the Marin County Police Chiefs' Association by entry into a Joint Powers Agreement (JPA) among all the cities, towns and the County of Marin; and

**Whereas**, the MCMCTF thereafter was operated for many years as a general investigations unit charged with assisting local agencies investigating resource-intensive crimes as well as narcotics offenses, and it operated across jurisdictional boundaries within the County; and

**Whereas**, over the years, the MCMCTF was restructured by multiple amendments to its JPA Agreement, centralizing control with the Marin County Sheriff's Office; and

**Whereas**, the current, operative version of the amended JPA Agreement was executed by the County of Marin and all the City/Town Member Agencies and is dated February 25, 2016. Section 7.1 of this amended JPA Agreement provides that it shall be deemed terminated when member agencies representing fifty percent or more of the population of Marin County file their notices of intent to withdraw; and

**Whereas**, on June 19, 2020, on behalf of the City/Town Managers, the Chair of the Marin Managers' Association advised the Sheriff in writing that, because of the COVID-19 pandemic and the extreme stress it imposed upon the budgets of the member agencies, it was soon likely that agencies representing more than fifty percent (50%) of the County's population would file notices of intent to withdraw from the Task Force, thereby resulting in termination of the JPA Agreement; and

**Whereas**, in late June 2020, the City/Town Managers of member agencies Novato, San Rafael, Mill Valley, Ross, Belvedere, Fairfax, Tiburon, Larkspur, San Anselmo and Corte Madera, advised the Board Chair of the Task Force Oversight Committee in writing they were formally providing their notices of intent to withdraw and thereby invoked Article 7.1's termination process; and

**Whereas**, the parties hereto now desire to enter into this Agreement in order to (1) formally terminate the MCMCTF JPA Agreement dated February 25, 2016; (2) provide for the dissolution of the MCMCTF and its operations; (3) liquidate

MCMCTF assets and distribute such assets and property (including all asset forfeiture funds, monies and grants) pursuant to Article 7.2 and as hereinafter agreed.

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of San Rafael approves and authorizes the Mayor to sign the Dissolution Agreement attached hereto and incorporated herein by reference.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the San Rafael City Council meeting held on November 16, 2020 by the following vote, to wit:

AYES:            COUNCILMEMBERS:

NOES:            COUNCILMEMBERS:

ABSENT:        COUNCILMEMBERS:

\_\_\_\_\_  
Lindsay Lara, City Clerk

**DISSOLUTION AGREEMENT OF MARIN  
COUNTY MAJOR CRIMES TASK FORCE**

This Dissolution Agreement (hereinafter “AGREEMENT”) is entered into by and among the COUNTY OF MARIN (hereinafter “COUNTY”) and the CITIES/TOWNS of BELVEDERE, CORTE MADERA, FAIRFAX, LARKSPUR, MILL VALLEY, NOVATO, ROSS, SAN ANSELMO, SAN RAFAEL and TIBURON (hereinafter collectively referred to as “MEMBER AGENCIES”) for the purposes of terminating the Joint Powers Agreement creating the Marin County Major Crimes Task Force (hereinafter “Task Force”) and dissolving the Task Force.

**RECITALS**

A. The Task Force originally was created in 1977, and in 1979 was expanded and formalized at the behest of the Marin County Police Chiefs’ Association by entry into a Joint Powers Agreement (JPA) among all the cities, towns and the County of Marin.

B. The Task Force thereafter was successfully operated for many years as a general investigations unit charged with assisting local agencies investigating resource-intensive crimes as well as narcotics offenses, and it operated across jurisdictional boundaries within the County.

C. Over the years, the Task Force was restructured by multiple amendments to its JPA Agreement, centralizing control with the Marin County Sheriff’s Office.

D. The current, operative version of the amended JPA Agreement was executed by the COUNTY and all the MEMBER AGENCIES and is dated February 25, 2016. Section 7.1 of this amended JPA Agreement provides that it shall be deemed terminated when member agencies representing fifty percent or more of the population of Marin County file their notices of intent to withdraw.

E. On June 19, 2020, the Chair of the Marin Managers' Association advised the Sheriff in writing that, because of the COVID-19 pandemic and the extreme stress it imposed upon the budgets of the MEMBER AGENCIES, it was soon likely that agencies representing more than fifty percent (50%) of the County's population would file notices of intent to withdraw from the Task Force, thereby resulting in termination of the JPA Agreement.

F. In late June, 2020, the City Managers of MEMBER AGENCIES NOVATO, SAN RAFAEL, MILL VALLEY, ROSS, BELVEDERE, FAIRFAX, TIBURON, LARKSPUR, SAN ANSELMO and CORTE MADERA advised the Board Chair of the Task Force Oversight Committee in writing that they formally were providing their notices of intent to withdraw and thereby invoked Article 7.1's termination process.

G. The parties hereto now desire to enter into this AGREEMENT in order (1) to formally terminate the Task Force's JPA Agreement dated February 25, 2016; (2) to provide for the dissolution of the Task Force and its operations; (3) to liquidate certain of the Task Force's assets and distribute such assets and property (including all asset forfeiture funds, monies and grants) pursuant to Article 7.2 and as hereinafter agreed.

### **AGREEMENT**

The COUNTY and the MEMBER AGENCIES, in consideration of the mutual promises, covenants, terms and conditions set forth below, hereby agree as follows:

1. Representatives of the COUNTY and the MEMBER AGENCIES, following receipt of the aforementioned notices of intent to withdraw, held periodic meetings and worked closely together to inventory the Task Force's assets, sell certain of its vehicles, account for asset forfeiture funds and create reserve projections for close-out costs such as lease payments, evidence processing costs, tail liability insurance premiums and related dissolution expenses.



Attached hereto as Exhibit A are the final spreadsheets which set forth the various applicable calculations, valuations, projections and figures necessary to proceed with the Task Force's dissolution and final termination of the current JPA Agreement. Both the COUNTY and the MEMBER AGENCIES hereby agree that these final figures are accurate and correct to the best of the parties' knowledge and abilities. The parties hereto all agree that they will not challenge or contest these figures for any reason in any subsequent forum or proceeding.

2. In the foregoing meetings, representatives of the COUNTY and the MEMBER AGENCIES jointly sought the most expeditious, simple and fair terms for dissolving the Task Force and distributing its assets. The parties have agreed upon such terms as set forth below in paragraphs 4 through 8.

3. All the MEMBER AGENCIES hereby agree to waive and forego any and all claims or rights to their respective shares of Task Force assets/monies as follows: (a) waiver of any and all of their rights or claims to asset forfeiture funds to which they would be entitled in the future; (b) waiver of any and all of their rights or claims to cash amounts currently existing in the Task Force savings and checking accounts; (c) waiver of any and all of their rights to any FY 2019-20 Marin County Major Crimes Task Force budget surplus; (d) waiver of any and all of their rights to the sale proceeds of the seven Task Force vehicles recently sold; (e) waiver of any and all of their rights to claim that the remaining five Task Force vehicles have monetary value while being retained/used by COUNTY; (f) waiver of any and all of their rights to claim that the office lease has value if subleased or if occupied by COUNTY for its own use; (g) waiver of any and all of their rights to unused funds calculated/set aside for future evidence processing, insurance, rent or other such reserve contingencies; and (h) waiver of any and all of their rights

to the use or value of all office furniture, computers, and other such equipment possessed by the Task Force.

4. Notwithstanding the foregoing paragraph, COUNTY hereby agrees to pay/distribute to both CMPA (LARKSPUR/CORTE MADERA/SAN ANSELMO) and NOVATO their respective shares/payouts of asset forfeiture funds previously agreed to, to wit: \$107,434 to CMPA and \$74,147 to NOVATO. Such payments to CMPA and NOVATO shall be made upon final execution of this AGREEMENT, which shall be effectuated upon the final MEMBER AGENCY'S formal adoption of this AGREEMENT by its governing body in a public meeting. MEMBER AGENCIES agree to facilitate such formal adoption as soon as practicable after recommendation of said AGREEMENT by the Major Crimes Task Force Oversight Committee.

5. COUNTY and MEMBER AGENCIES also each hereby agree to themselves assume, and make no claims for, their respective shares expended to date for operation of the Task Force during the final months of 2020 immediately preceding its termination/dissolution.

6. The MEMBER AGENCIES, in exchange for and in consideration of their agreement to waive their entitlement to their respective shares of Task Force assets as set forth in paragraph 4 above, shall be forever relieved as of the effective date of this AGREEMENT from any and all duties, obligations, liabilities, debts, responsibilities and claims arising from both the operation and the dissolution of the Task Force. The COUNTY, by and through its Sheriff's Office acting as the Designated Police Agency under the JPA Agreement, hereby agrees to be the "Dissolving Member" of the Task Force and to undertake all actions necessary to effectuate the dissolution of the Task Force, including but not limited to (i) the establishment of necessary reserve funds; (ii) undertaking final evidence processing tasks; (iii) procurement of tail liability insurance and establishing, if appropriate, self-insured reserve funds; (iv) payment of all

remaining rental payments and proper termination of the office lease; (v) preparation and filing of the appropriate Statement of Facts-Roster of Public Agencies with the California Secretary of State's Office; and (vi) whatever other final actions are required to completely and finally dissolve the Task Force. The COUNTY hereby agrees to provide the MEMBER AGENCIES with copies of all tail insurance policies/declaration pages procured by it covering the Task Force upon expiration of current liability insurance effective through June 30, 2021.

7. As further consideration for the MEMBER AGENCIES' agreement to waive their entitlement to their respective shares of Task Force assets as set forth in paragraph 4 above, the COUNTY hereby agrees to fully indemnify, hold harmless, defend and release all the MEMBER AGENCIES and their officers, directors, agents and employees from any and all liabilities, actions, claims, damages, costs, and expenses of suits, which may ever be asserted after execution of this AGREEMENT by any person or entity arising out of or in connection with the activities the Task Force and its agents and employees whether or not concurrent passive negligence exists on the part of the MEMBER AGENCIES but excluding liability for said MEMBER AGENCIES' gross negligence or willful misconduct. This indemnification obligation is not limited in any way by the amount or types of damage claims made against or paid on behalf of the Task Force or its agents under any legal theory, statute or basis of recovery. From and after dissolution, the MEMBER AGENCIES agree to cooperate fully with the COUNTY in connection with any existing or future investigations, claims, litigation, audits or similar actions involving the Task Force in which and to the extent the COUNTY deems the MEMBER AGENCIES' cooperation is necessary.

8. Both the COUNTY and MEMBER AGENCIES hereby agree that the dissolution terms set forth in paragraphs 4 through 8 above comply with the requirements of Section 7.2 of

the current JPA Agreement providing for the distribution of assets in proportion to the contributions of the parties.

9. Should any disagreement or dispute between the parties arise concerning interpretation, implementation, and/or enforcement of any of the terms or subject matter of this AGREEMENT, the parties shall submit such dispute to mandatory mediation before an agreed-upon mediator, with each party to pay an equal share of the mediation fees and each party to pay its own attorneys' fees and legal costs. Should the parties be unable to agree upon a mediator, they shall agree upon a mediation service and shall have that service select a mediator for them. Should mediation be unsuccessful, then the parties each agree that they shall submit their dispute to binding arbitration before a mutually-agreeable arbitrator. If they cannot agree upon an arbitrator, they shall select an arbitration service, which shall select an arbitrator for them. The parties each shall pay an equal portion of the arbitration fees and each party shall pay its own attorneys' fees and legal costs, it hereby being agreed that the arbitrator shall have no authority to award attorneys' fees or costs to any prevailing party. The parties each hereby expressly waive any and all rights to have disputes under this AGREEMENT decided by court action, court trial, jury trial, or any other legal action of any kind or type, other than the mandatory mediation and binding arbitration process specified above. However, in emergency or extraordinary circumstances, the parties may seek equitable or injunctive relief to preserve the status quo pending occurrence of the mediation/arbitration process set forth herein. It is the express intent of each party to have any and all disputes under this AGREEMENT resolved by the above-specified mediation/arbitration process and in as timely and economical manner as possible.

10. Any notice or other communication required or permitted to be given under this AGREEMENT shall be in writing and shall be (i) personally delivered; (ii) delivered by a

reputable overnight courier; or (iii) delivered by certified mail, return receipt requested and deposited in the U.S. Mail, postage prepaid. Notices shall be deemed received at the earlier of actual receipt or (i) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (ii) five business days following deposit in the U.S. Mail, as evidenced by a return receipt. Notices shall be directed to the parties at their respective addresses shown below, or such other address as either party may, from time to time, specify in writing to the other in the manner described above:

if to COUNTY: Robert T. Doyle,  
Marin County Sheriff  
1600 Los Gamos Drive, Suite 200  
San Rafael, California 94903

if to MEMBER AGENCIES: Todd Cusimano,  
Town Manager  
Town of Corte Madera  
300 Tamalpais Drive  
Corte Madera, California 94925

11. The parties agree that if this AGREEMENT does not become effective for any reason, this AGREEMENT shall be deemed negotiation only and will not be admissible in evidence or usable for any purpose whatsoever in any legal proceeding.

12. As a material inducement for the parties to enter into this AGREEMENT, they each represent, warrant and covenant that they have not filed any claims against the Task Force assets which constitute the subject matter of this AGREEMENT with any local, state or federal agency or court, that they covenant not to do so any time hereafter concerning the subject matter of this AGREEMENT and that if any agency or court assumes jurisdiction of any such claim, they will request that such agency or court withdraw from the matter and they will not accept any remedy obtained through the efforts of any such agency. Nor are any MEMBER AGENCIES

aware of any potential claim that could be made by any third party against the Task Force regarding any action of the Task Force prior to dissolution.

13. The AGREEMENT may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or maintained in breach of this AGREEMENT.

14. The parties to this AGREEMENT acknowledge and agree that each is to bear their own costs and attorneys' fees incurred in connection with the termination of the JPA Agreement and the dissolution of the Task Force. The parties further expressly acknowledge and agree that no party is a "prevailing party" or "successful party" for purposes of any claim for statutory or contractual attorneys' fees or costs related thereto.

15. The parties hereto expressly represent, warrant and covenant that they have not heretofore assigned or transferred, or purported to assign or transfer, to any third-party person or entity any asset, or any portion thereof or interest therein, of the Task Force that are not accounted for in Exhibit A attached hereto.

16. Should any provision of this AGREEMENT be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be part of this AGREEMENT.

17. This AGREEMENT is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of the State of California. The language of all parts of this AGREEMENT shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

# ***Marin Managers' Association***

---

---

**Belvedere**  
*Craig Middleton*

June 19, 2020

**Corte Madera**  
*Todd Cusimano*  
*Vice-Chair*

Sheriff Robert T. Doyle  
1600 Los Gamos Dr. #200  
San Rafael, CA 94903

**Fairfax**  
*Garrett Toy*

**Larkspur**  
*Dan Schwarz*

Dear Sheriff Doyle,

**Mill Valley**  
*Alan Piombo*  
*(Interim)*

I am writing today on behalf of the Marin Managers Association (Hereinafter, 'MMA') with regards to the Major Crimes Task Force (hereinafter, 'MCTF'). The MCTF is currently administered under the provisions of a Joint Exercise of Powers Agreement (hereinafter, 'Agreement') between the County of Marin and the Cities/Towns of Belvedere, Corte Madera, Fairfax, Larkspur, Mill Valley, Novato, Ross, San Anselmo, San Rafael and Tiburon (hereinafter 'Member Agencies').

**Novato**  
*Adam McGill*

**Ross**  
*Joe Chinn*

Over the past few months, MMA representatives have been assessing ways to mitigate the impact of the COVID-19 emergency on their respective budgets. This assessment has included difficult reviews of all the various Joint Powers Authorities (hereinafter, 'JPA'), including the MCTF. During discussions among the MMA representatives, several challenges were identified that have caused some member agencies to examine their interest in continued participation in the JPA. The concerns include individual agency costs (particularly in light of significant budget deficits due to COVID-19), governance structure, funding model and strategic focus of the MCTF. For these reasons, agencies representing at least fifty percent (50%) of the population of Marin County have expressed their interest in withdrawing from the current JPA. All member agencies expressed how grateful they are for the hard work of the MCTF and the leadership of the Sheriff's Office.

**San Anselmo**  
*Dave Donery*

**San Rafael**  
*Jim Schutz*

**Sausalito**  
*Adam Politzer*

**Tiburon**  
*Greg Chanis*  
*Chair*

Under Section 7.1 of the Agreement, if agencies representing fifty percent (50%) or more of the population of Marin County file a notice of intent to withdraw from the MCTF, the Agreement shall be deemed terminated. However, even if only one or two larger agencies withdraw in response to facing substantial budget deficits, it affects the entire group, making it not feasible to continue under the current structure. The MMA therefore feels the current model of the MCTF is fiscally impossible. This letter serves as notice we believe the 50% threshold to terminate the agreement will be met, and we recommend planning for the dissolution of the MCTF JPA should begin as soon as is practical.

**County of Marin**  
*Matthew Hymel*

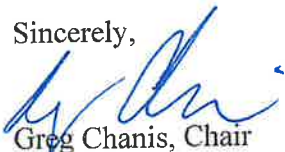
---

We understand you have discussed with Manager Todd Cusimano the possibility of the Sheriff's Office continuing to offer some or all the services currently provided by the MCTF through a different contracting arrangement. The MMA supports that approach, and we appreciate your willingness to work with us in assessing the potential alternatives.

The MMA recognizes dissolution of the MCTF JPA will require time and careful planning. We stand ready to provide any assistance that will be helpful in facilitating this process. Given his involvement in the discussions up to this point, the MMA has asked Manager Cusimano to take the lead in representing the group as we begin this transition, with other managers providing assistance as needed throughout the process. We are also open to reimagining a new, countywide approach to jointly work together on public safety issues.

These are trying times, requiring us to work together in developing programs that serve our communities the best and in the most cost-efficient way possible. We thank you for your leadership, and willingness to work with us on this important matter.

Sincerely,



Greg Chanis, Chair  
Marin Managers' Association

CC Major Crimes Task Force Oversight Committee



18. The parties hereto represent and acknowledge that in executing this AGREEMENT, they do not rely, and have not relied, upon any representation or statement made by any of their agents, representatives or attorneys with regard to the subject matter, basis, or fact of this AGREEMENT or otherwise.

19. This AGREEMENT shall be binding upon the parties and their heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties, and each of them, and to their heirs, administrators, representatives, executors, successors and assigns.

20. The effective date of this AGREEMENT shall be the date the AGREEMENT has been formally executed by all of the parties hereto upon adoption of the last MEMBER AGENCY in a public meeting of its governing body.

21. This AGREEMENT may not be amended or modified in any respect whatsoever, except by a writing duly executed by all of the parties hereto. All parties each agree that they will make no claim at any time that this AGREEMENT has been orally amended or modified. No oral waiver of any term shall be effective for any purposes.

IN WITNESS WHEREOF, representatives of the COUNTY and MEMBER AGENCIES hereto have set their hand the day and year below written.

Dated: \_\_\_\_\_

COUNTY OF MARIN

\_\_\_\_\_  
Title: Board Clerk

\_\_\_\_\_  
Title: President, Board of Supervisors

Dated: \_\_\_\_\_

CITY OF BELVEDERE

\_\_\_\_\_  
Title: City Clerk

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

Dated: \_\_\_\_\_

TOWN OF CORTE MADERA

\_\_\_\_\_  
Title: Town Clerk

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

Dated: \_\_\_\_\_

TOWN OF FAIRFAX

\_\_\_\_\_  
Title: Town Clerk  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Title: Mayor  
CITY OF LARKSPUR

\_\_\_\_\_  
Title: City Clerk

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

Dated: \_\_\_\_\_

CITY OF MILL VALLEY

\_\_\_\_\_  
Title: City Clerk

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

Dated: \_\_\_\_\_

CITY OF NOVATO

\_\_\_\_\_  
Title: City Clerk

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

Dated: \_\_\_\_\_

TOWN OF ROSS

\_\_\_\_\_  
Title: Town Clerk

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

Dated: \_\_\_\_\_

TOWN OF SAN ANSELMO

\_\_\_\_\_  
Title: Town Clerk

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

Dated: \_\_\_\_\_

CITY OF SAN RAFAEL

\_\_\_\_\_  
Title: City Clerk  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Title: Mayor  
TOWN OF TIBURON

\_\_\_\_\_  
Title: Town Clerk

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

Approved As to Form:

TASK FORCE OVERSIGHT COMMITTEE

\_\_\_\_\_  
Mike Norton, Chair

OFFICE OF COUNTY COUNSEL

---

Kerry Gerchow

LEGAL COUNSEL FOR MEMBER AGENCIES

---

Thomas Bertrand

# EXHIBIT A

|   |                                 |                     |
|---|---------------------------------|---------------------|
| <b>PROJECTED TASK FORCE ASSETS CLOSEOUT</b> | <b>(Last Updated 9/16/2020)</b> | <b>Distribution</b> |
|---|---------------------------------|---------------------|

| VEHICLES (Assets to County)                               | ESTIMATES          | AMOUNT RECV'D           | CATEGORY TOTALS    | County             | Cities           |                 |
|---|--------------------|-------------------------|--------------------|--------------------|------------------|-----------------|
| 2017 Acura ILX  | \$14,200           | \$14,200                | \$14,200           | \$14,200           |                  |                 |
| 2015 Dodge Durango  | \$20,000           | \$20,000                | \$20,000           | \$20,000           |                  |                 |
| 2010 Honda Civic  | \$5,500            | \$5,500                 | \$5,500            | \$5,500            |                  |                 |
| 2014 Acura TSX  | \$8,700            | \$8,700                 | \$8,700            | \$8,700            |                  |                 |
| 2015 Hyundai Genesis                                      | \$13,000           | \$13,000                | \$13,000           | \$13,000           |                  |                 |
| 2006 Chevy Tahoe  | \$5,000            | \$5,000                 | \$5,000            | \$5,000            |                  |                 |
| 1995 Chevy Astro  | \$2,500            | \$2,500                 | \$2,500            | \$2,500            |                  |                 |
| 2016 Honda Odyssey  | \$20,000           | Retained value (unsold) |                    |                    |                  |                 |
| 2016 Acura MDX  | \$23,500           | Retained value (unsold) |                    |                    |                  |                 |
| 2015 Acura TLX  | \$13,500           | Retained value (unsold) |                    |                    |                  |                 |
| 2018 Honda Accord   | \$18,500           | Retained value (unsold) |                    |                    |                  |                 |
| 2014 Jeep Grand Cherokee                                  | \$10,800           | Retained value (unsold) |                    |                    |                  |                 |
| <b>SUBTOTAL (Vehicles)</b>                                | <b>\$155,200</b>   | <b>\$68,900</b>         | <b>\$68,900</b>    | <b>\$68,900</b>    | <b>\$0</b>       |                 |
| BANK ACCOUNTS (Assets to County)                          |                    |                         |                    | County             | Cities           |                 |
| MCTF SAVING ACCOUNT AF/PROP                               | \$90,642           | \$90,642                | \$90,642           | \$90,642           | \$0              |                 |
| MCTF CHECKING   | \$8,190            | \$8,190                 | \$8,190            | \$8,190            | \$0              |                 |
| <b>SUBTOTAL (Bank Accts)</b>                              | <b>\$98,832</b>    | <b>\$98,832</b>         | <b>\$98,832</b>    | <b>\$98,832</b>    | <b>\$0</b>       |                 |
| ASSET FORFEITURE (Closed - Assets Shared) <sup>1</sup>    |                    |                         |                    | County             | CMPA             | Novato          |
| State AF ready for disbursement                           | \$432,883          | \$432,883               | \$432,883          | \$190,847          | \$107,434        | \$74,147        |
| Federal AF ready for disbursement                         | \$139,659          | \$139,659               | \$139,659          |                    |                  |                 |
| <b>SUBTOTAL (Closed AF - Net Avail. for Calculations)</b> | <b>\$572,542</b>   | <b>\$572,542</b>        | <b>\$572,542</b>   | <b>\$190,847</b>   | <b>\$107,434</b> | <b>\$74,147</b> |
| RESERVE FOR FUTURE COSTS (Net to County)                  |                    |                         |                    | County             | Cities           |                 |
| Rent  | (\$77,946)         |                         | (\$77,946)         | (\$77,946)         |                  |                 |
| Evidence Processing-MCTF                                  | (\$75,000)         |                         | (\$75,000)         | (\$75,000)         |                  |                 |
| Liability Insurance (3 Year)                              | (\$75,000)         |                         | (\$75,000)         | (\$75,000)         |                  |                 |
| <b>SUBTOTAL (Reserves)</b>                                | <b>(\$227,946)</b> | <b>\$0</b>              | <b>(\$227,946)</b> | <b>(\$227,946)</b> | <b>\$0</b>       |                 |
| <b>GRAND TOTALS</b>                                       | <b>\$598,628</b>   | <b>\$740,274</b>        | <b>\$512,328</b>   | <b>\$130,533</b>   | <b>\$107,434</b> | <b>\$74,147</b> |

| ASSET FORFEITURE (Pending/Potential - To County) <sup>2</sup> |                    |            |            | County           | CMPA | Novato                   |
|---|--------------------|------------|------------|------------------|------|--------------------------|
| State AF  | \$32,961           |            |            | \$4,944          |      |                          |
| Federal AF  | \$1,759,761        |            |            | \$263,964        |      |                          |
|   | <b>\$1,792,722</b> | <b>\$0</b> | <b>\$0</b> | <b>\$268,908</b> |      | est. 15% share potential |

<sup>1</sup> Asset Forfeitures for Current/Closed Cases Split 1/3 each among County, Novato and CMPA until whole for FY 2019-20

<sup>2</sup> Any Asset Forfeiture receipts after dissolution remain with County to offset 'hold harmless' to City/Town JPA members

# EXHIBIT A

**Proposed Asset Forfeiture Distribution based on FY 2019-20 costs**

|  |                    |
|--|--------------------|
| Asset Forfeiture fund balance available as of 9-15-20 to be distributed    | \$572,542          |
| 1/3 County AF reimbursement  | \$190,847          |
| 1/3 Central Marin AF reimbursement   | \$190,847          |
| 1/3 Novato AF reimbursement  | \$190,847          |
| Deputy Sheriff County FY 2019-20 Annual Cost                               | \$203,489          |
| 1/3 County AF reimbursement  | \$190,847          |
| <b>Total Deficit</b>   | <b>(\$12,642)</b>  |
| Central Marin Officer Annual Cost  | \$196,629          |
| less Central Marin FY 2019-20 Contribution                                 | \$89,195           |
| Subtotal   | \$107,434          |
| less 1/3 Central Marin AF reimbursement                                    | \$190,847          |
| <b>Total Surplus</b>   | <b>\$83,413</b>    |
| Novato Officer Annual Cost   | \$187,266          |
| less Novato FY 2019-20 Contribution  | \$113,118          |
| Subtotal   | \$74,147           |
| less 1/3 Novato AF reimbursement   | \$190,847          |
| <b>Total Surplus</b>   | <b>\$116,700</b>   |
| <b>Deficit</b>   | <b>(\$12,642)</b>  |
| <b>Surplus</b>   | <b>\$200,113</b>   |
| <b>Secondary Allocation</b>  | <b>(\$192,469)</b> |
| <b>Total additional amount needed before a Reserve Fund can be created</b> | <b>(\$4,998)</b>   |

|           |              |
|-----------|--------------|
| Payouts   |              |
| \$190,847 | County       |
| \$107,434 | CMPA         |
| \$74,147  | Novato       |
| \$372,429 | <b>Total</b> |