



TOWN OF FAIRFAX

STAFF REPORT

April 6, 2016

TO: Mayor and Town Council

FROM: Garrett Toy, Town Manager *GT*
Christopher Morin, Chief of Police

SUBJECT: Adopt a Resolution authorizing the Town Manager to execute a revised Joint Exercise of Powers Agreement between the Town of Fairfax and the County of Marin and other member municipalities comprising the Marin County Major Crimes Task Force

RECOMMENDATION

Adopt the Resolution

DISCUSSION

The Town of Fairfax is a member of the Marin County Major Crimes Task Force (MCTF). The MCTF serves the community through investigation, detection, and apprehension in connection with major crimes, including highly mobile criminal narcotic traffickers, thus reducing major narcotic activity and combatting its influence throughout the County. This service is in addition to local law enforcement, and does not replace it.

The Joint Powers Agreement (JPA) was amended last year to reflect changes in member agency participation, including Ross leaving the JPA. Earlier this year Ross signaled its intention to once again become a member municipality. On February 1, 2016, the MCTF's Oversight Committee unanimously approved an amended Joint Exercise of Powers Agreement authorizing the reinstatement of the Town of Ross as an MCTF member agency.

Because any change to the JPA Agreement requires approval from each member jurisdiction, the revised JPA is being submitted for the Council's review and ratification. The changes are as follows:

- Amended Section 1 of the Recitals to add Ross to the other JPA member jurisdictions
- Amended section 4 of the Recitals to include the date of the last JPA update in 2015
- On the signature pages, pages 20-22, under first signature line replaced the work "Clerk" with "Title" and added the word "Title" under the second signature line.
- Started each Article at the top of its own page for reading and search efficiency.

FISCAL IMPACT

The recommended actions will represent no new town costs during the remainder of FY 2015-16. The MCTF JPA describes the formula for distributing the annual MCTF operating costs among the member agencies. The County of Marin funds 50% of those costs and the member cities and towns are responsible for funding the balance.

ATTACHMENTS

1. Resolution 16-__
2. Proposed 2016 MCTF JPA

AGENDA ITEM # 4

A RESOLUTION 16-____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX
AUTHORIZING THE TOWN MANAGER TO SIGN A REVISED JOINT EXERCISE OF
POWERS AGREEMENT BETWEEN THE TOWN OF FAIRFAX AND THE COUNTY OF
MARIN AND THE OTHER MEMBER MUNICIPALITIES COMPRISING THE MARIN COUNTY
MAJOR CRIMES TASK FORCE**

WHEREAS, a Joint Exercise of Powers Agreement ("JPA") entered into in 1979 between the County of Marin and all 11 incorporated cities and towns authorized the creation of the Marin County Major Crimes Task Force ("MCTF"), a specialized undercover investigative unit comprised of specially trained detectives whose primary mission was to identify, prevent, and/or prosecute drug-related criminal activity occurring throughout the County of Marin; and.

WHEREAS, in FY 2013-2014 the Town of Ross elected to withdraw from participation in the MCTF JPA, but in FY 2015-2016 signaled a desire to rejoin; and

WHEREAS, on February 1, 2016, the MCTF's Oversight Committee unanimously approved an amended Joint Exercise of Powers Agreement authorizing the reinstatement of the Town of Ross as an MCTF member agency,

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Fairfax hereby authorizes the Town manager to sign the revised Joint Exercise of Powers Agreement between said Town, the County of Marin, and each participating MCTF JPA member.

The forgoing Resolution was duly passed and adopted at a regular meeting of the Town Council of the Town of Fairfax held in said Town on the 6th day of April 2016 by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

Renée Goddard, Mayor

Attest:

Michele Gardner, Town Clerk

ATTACHMENT 1

Marin County Major Crimes Task Force

JOINT EXERCISE OF POWERS AGREEMENT

February 25, 2016

Table of Contents

Page 3	Recitals
Page 4	Article 1 - General Provisions
	Section 1.1 - Purpose
	Section 1.2 - Creation of Task Force
	Section 1.3 - Terms of Agreement
Page 5	Article 2 - Oversight Committee
	Section 2.1 - Governing Board
	Section 2.2 - Terms of Office
Page 6	Section 2.3 - Members of the Oversight Committee
	Section 2.4 - Voting Procedures
	Section 2.5 - Bylaws
	Section 2.6 - Chairperson and Vice-Chairperson
	Section 2.7 - Secretary
Page 7	Section 2.8 - Powers and Duties of Oversight Committee
Page 8	Article 3 - Task Force
	Section 3.1 - Designation of the Task Force
	Section 3.2 - Powers of the Task Force
	Section 3.3 - Organization of Task Force within the Designated Policy Agency
	Section 3.4 - Assignment of Personnel to the Task Force
Page 9	Section 3.5 - Operational Control
	Section 3.6 - Exercise of Task Force Powers in Nonmember Jurisdiction
Page 10	Section 3.7 - Investigation of Specific Local Problems
	Section 3.8 - Administrative Support for the Task Force
Page 11	Article 4 - Fiscal Matters
	Section 4.1 - Annual Budget
	Section 4.2 - Controller/Treasurer
	Section 4.3 - Member Contributions
Page 12	Section 4.4 - Contributions In-Kind
	Section 4.5 - Funds and Accounts
	Section 4.6 - Investments
	Section 4.7 - Procedure for Approval of Demands
Page 13	Section 4.8 - Property Records and Control
	Section 4.9 - Bonding
Page 14	Article 5 - Insurance and Indemnity
	Section 5.1 - Indemnity
	Section 5.2 - Liability Insurance
	Section 5.3 - Uninsured Claims and Losses
Page 15	Section 5.4 - Workers' Compensation Insurance
	Section 5.5 - Apportionment
	Section 5.6 - Exception
Page 16	Section 5.7 - Claims Handling
Page 17	Article 6 - Withdrawal
	Section 6.1 - Notice
	Section 6.2 - Rights and Obligations
Page 18	Article 7 - Termination
	Section 7.1 - Required Notice

Page 19	Section 7.2 – Distribution of Assets Article 8 – Miscellaneous
	Section 8.1 – Definitions
Page 20	Section 8.2 – Legal Counsel
	Section 8.3 – Dispute Resolution
	Section 8.4 – Amendment
Pages 20-22	Section 8.5 – Execution in Counterparts Member Signature Pages

**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 and TIBURON (hereinafter "MEMBER AGENCIES") have authority to perform law enforcement functions for their respective communities and desire to help each other in the detection, investigation and apprehension of major crimes, including highly mobile criminal narcotic trafficking, thus reducing major narcotic activity and combating its influence throughout the County.,
2. MEMBER AGENCIES are authorized to contract with each other for the joint exercise of any common power pursuant to California Government Code Sections 6500-6514.
3. MEMBER AGENCIES are authorized to conduct activities in a manner set forth in California Penal Code Section 830.1.
4. MEMBER AGENCIES previously entered into a Joint Exercise of Powers Agreement in 1979 for the purpose of creating a Major Crimes Task Force. That Joint Exercise of Powers Agreement and its subsequent amendments were repealed and replaced through the adoption of an updated Joint Exercise of Powers Agreement on July 1, 1985. That 1985 Joint Exercise of Powers Agreement and its subsequent amendments were repealed and replaced through the adoption of updated Joint Exercise of Powers Agreements in 1995, 2009, 2012, and on May 19, 2015. Those Joint Exercise of Powers Agreements are hereby terminated and replaced through the adoption of this Joint Exercise of Powers Agreement. Notwithstanding the foregoing, the July-August, 2009 Addendum to Joint Powers Agreement with the CHP shall remain in full force and effect.

MEMBER AGENCIES, THEREFORE, MUTUALLY AGREE AS FOLLOWS:

**ARTICLE 1
GENERAL PROVISIONS**

Section 1.1 Purpose.

- (a) The purpose of this Agreement is the joint funding and policy direction of a unit of peace officers and support personnel, herein called the Marin County Major Crimes Task Force (hereinafter "Task Force"), for investigation, detection and apprehension in connection with major crimes including highly mobile criminal narcotic traffickers thus reducing major narcotic activity and combating its influence throughout the County.
- (b) It is understood by the parties to this Agreement that the Task Force will function as an adjunct to the basic police services provided by the individual police agencies and is not intended to supplant existing local police services. It will be funded and staffed only to the extent that the general budgets of the member agencies and supplemental funding sources are able and available.

Section 1.2 Creation of Task Force.

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

Section 1.3 Terms of Agreement.

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

ARTICLE 2
OVERSIGHT COMMITTEE

Section 2.1 Government Board.

- (a) The Task Force shall be administered by a Board of Directors consisting of nine members, one to be a City Councilmember appointed by the Marin County Council of Mayors and Councilmembers, one to be a member of the Marin County Board of Supervisors appointed by the President of the Board of Supervisors; two to be City Managers appointed by the Marin Managers Association; one to be the Marin County Administrator; two to be Chief Law Enforcement Officials appointed by the Marin County Police Chiefs Association; and two to be residents of Marin County who are not members of any City Council or the Board of Supervisors, not the County Administrator and not a city manager or chief law enforcement official in Marin County. One resident member shall be appointed by the Marin County Council of Mayors and Councilmembers, and one resident member shall be appointed by the Marin County Board of Supervisors
- (b) Each appointing agency may appoint an alternate board member who may act in the absence of a board member appointed by that agency. The Marin County Administrator may designate an alternate who may act in his or her absence.
- (c) The Board of Directors shall be called the "Oversight Committee." All voting power of the Task Force shall reside with the Oversight Committee.

Section 2.2 Terms of Office.

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

Section 2.3 Members of the Oversight Committee.

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

Section 2.4 Voting Procedures.

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

Section 2.5 Bylaws.

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

Section 2.6 Chairperson and Vice-Chairperson.

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

Section 2.7 Secretary.

- (a) The Chief Law Enforcement Official of the designated policy agency, pursuant to Section 3.1(a), shall serve as Secretary to the Oversight Committee. The Secretary shall cause minutes to be kept of Oversight Committee meetings and shall cause a copy of the minutes to be forwarded to each member of the

Oversight Committee and to each member agency as soon as possible after each meeting.

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

Section 2.8 Powers and Duties of the Oversight Committee.

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

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

ARTICLE 3
TASK FORCE

Section 3.1 Designation of the Task Force.

The Oversight Committee shall designate the police agency of one of the MEMBER AGENCIES as the Designated Police Agency under this Agreement. The Task Force established pursuant to Section 1.1 of this Agreement shall be comprised of personnel from the Designated Police Agency, personnel from police agencies of such other MEMBER AGENCIES, personnel from State or Federal law enforcement agencies, and support personnel from other outside agencies, subject to the approval of the Task Force Commander and the President of the Task Force Oversight Committee to include as Task Force personnel. It is agreed by the parties to this Agreement that the Designated Police Agency shall be one of the following police agencies: Marin County Sheriff's Office, Novato Police Department, or the San Rafael Police Department, since these three agencies are large enough and best suited to handle the functions of a Major Crimes Task Force.

Section 3.2 Powers of the Task Force.

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

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

- (a) The Task Force shall be established as a separate organizational entity within the Designated Police Agency, allowing for multi-jurisdictional participation. Separate budget, income and expense records, equipment inventories, and fund accounts for the Task Force shall be maintained by the City or County whose police agency manages and supervises the Task Force.
- (b) The Task Force shall not be used to supplant any service or service deficiencies of the Designated Police Agency, or Member Police Agency, but shall remain totally focused on it's 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 Task Force Commander and the President of the Task Force Oversight Committee 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 Task Force Commander or his designee may participate in this process if agreed to by both parties. The MEMBER AGENCY shall have sole responsibility for disciplining and removing its own employee(s) in compliance with applicable policies and procedures of the member agency.

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

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

Section 3.5 Operational Control.

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

Section 3.6 Exercise of Task Force Powers in Nonmember Jurisdictions.

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

Section 3.7 Investigation of Specific Local Problems.

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

Section 3.8 Administrative Support for the Task Force.

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

ARTICLE 4
FISCAL MATTERS

Section 4.1 Annual Budget.

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

Section 4.2 Controller/Treasurer.

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

Section 4.3 Member Contributions.

The contributions made by each party to this agreement to fund the Net Local Costs of the approved Task Force Budget 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, shall be borne by Marin County; and the balance shall be borne by the participating cities prorated on a formula giving equal weight to each member city's population, using the most current annual State Department of Finance census data, and the most current total assessed property valuation for each member city, as determined by the March 1 valuations established each year by the Marin County Assessor's Office.

Section 4.4 Contributions In-Kind.

Subject to the approval of the Task Force Commander and the President of the Task Force Oversight Committee, a member agency may seek to satisfy their annual operating budget cash commitment by assigning an officer to the Unit and applying their fully salaried/benefitted Full Time Employee (FTE) cost as an offset to that required cash contribution. In the event the value of the full cost FTE cost is less than the required annual contribution, the member agency shall offset that difference by making a cash payment equal to the balance owed. In the event the value of the full cost FTE is more than the member agency's required annual contribution, no credit shall accrue to the agency.

Requests to provide an in-kind contributions of staff shall be for no less than one full fiscal year and shall be renewed each fiscal year thereafter, subject to the approval of the Task Force Commander and the President of the Task Force Oversight Committee. Should an agency move terminate its in-kind contribution agreement prior to the end of a fiscal year, a prorated credit equal to 1/12th of the member agency's total annual cash contribution shall accrue to the agency for each full month the member agency's officer was assigned to the Task Force during that particular fiscal year. The balance of any required payment necessary to meet the agency's annual obligation shall then become immediately due.

Section 4.5 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 4.6 Investment.

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

Section 4.7 Procedure for Approval of Demands.

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

Section 4.8 Property Records and Control.

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

Section 4.9 Bonding.

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

ARTICLE 5
INSURANCE AND INDEMNITY

Section 5.1 Indemnity.

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

Section 5.2 Liability Insurance.

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

Section 5.3 Uninsured Claims and Losses.

Should the Task Force's General Liability insurance policy fail to cover any claims, losses or expenses arising from any and all activities undertaken pursuant to this Agreement, or if such policy is not available for a premium deemed appropriate by the Oversight Committee in relation to the budget of the Task Force, then the Oversight

Committee shall immediately notify in writing each of the parties to this Agreement of the status of the insurance policy or lack of coverage and the cost of claims, loss or expenses shall be apportioned among the parties to this Agreement as provided in Section 5.5 herein.

Section 5.4 Workers' Compensation Insurance.

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

Section 5.5 Apportionment.

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

- (a) Any deductibles included in the General Liability Insurance policy shall be paid first from budgeted, but as of yet, unexpended funds from the Task Force annual budget.
- (b) Second, if the available Task Force annual budget funds are not enough to cover the claim, assets belonging to and owned by the Task Force may be sold as authorized for this purpose by the Oversight Committee to meet any financial obligations.
- (c) Finally, if the Task Force and its members are unable to satisfy any and all claims and judgments through the above listed means, the Task Force, as an entity has no choice but to disband and sell off any and all assets. The funds generated from the sale of the assets shall then be used to satisfy any outstanding claims or judgments. Any monies leftover shall be distributed to the membership agencies using the same formula as contributions are calculated.

Section 5.6 Exception.

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

Section 5.7 Claims Handling.

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

The chief law enforcement official or his designee shall, upon receipt of a “notice of claim” naming the Major Crimes Task Force, initiate the claims handling process. The notice document will be forwarded to representatives of the Task Force’s General Liability Insurance Company designated by that insurance company (as of the date of this agreement, claims shall be scanned and sent via email to IOA Insurance Services: jeff.mann@ioausa.com) with copy to County Counsel.

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

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

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

ARTICLE 6
WITHDRAWAL

Section 6.1 Notice.

Any party may withdraw from this Agreement by filing written notice of intention to do so with the Oversight Committee. The rights and obligations of such party hereunder shall terminate six months after the date of filing such notice. The Committee, within fifteen (15) days of the filing of a withdrawal notice, shall mail a notice thereof to all parties to this Agreement. Removal of any party from this Agreement shall in no manner affect the rights and obligations hereunder of the remaining parties.

Section 6.2 Rights and Obligations.

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

ARTICLE 7
TERMINATION

Section 7.1 Required Notice.

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

Section 7.2 Distribution of Assets.

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

ARTICLE 8
MISCELLANEOUS

Section 8.1 Definitions.

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

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

Section 8.2 Legal Counsel.

Unless the Oversight Committee determines otherwise, the Marin County Counsel shall serve as legal consultants to the Task Force and provide all routine legal advice and service including attendance at Oversight Committee meetings if necessary. County Counsel is not used for claims against the Task Force. Please refer to Section 5.7 "Claims Handling" for lawsuits and claims.

Section 8.3 Dispute Resolution.

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

Section 8.4 Amendment.

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

Section 8.5 Execution in Counterparts.

This Agreement may be executed in counterparts.

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

Dated: _____

COUNTY OF MARIN

Title: _____

Title: _____

Dated: _____

CITY OF BELVEDERE

Title: _____

Title: _____

Dated: _____

TOWN OF CORTE MADERA

Title: _____

Title: _____

Dated: _____

TOWN OF FAIRFAX

Title: _____

Title: _____

Dated: _____

CITY OF LARKSPUR

Title: _____

Title: _____

Dated: _____

CITY OF MILL VALLEY

Title: _____

Title: _____

Dated: _____

CITY OF NOVATO

Title: _____

Title: _____

Dated: _____

TOWN OF ROSS

Title: _____

Title: _____

Dated: _____

TOWN OF SAN ANSELMO

Title: _____

Title: _____

Dated: _____

CITY OF SAN RAFAEL

Title: _____

Title: _____

Approved as to form:

CITY ATTORNEY

Dated: _____

TOWN OF TIBURON

Title: _____

Title: _____