



TOWN OF FAIRFAX

STAFF REPORT

February 1, 2023

TO: Mayor and Town Council

FROM: Rico Tabaranza, Chief of Police

SUBJECT: Authorize Town Manager to Execute Agreement with Marin County Sheriff's Office for Participation in the "Specialized Investigation Unit"

RECOMMENDATION

Authorize the Town Manager to sign an agreement with the Marin County Sheriff's Office for the Fairfax Police Department's participation in the Specialized Investigation Unit of the Marin County Sheriff's Office (formerly known as the Marin County Major Crimes Task Force)

BACKGROUND

In Fiscal Year 20/21, the Marin County Major Crimes Task Force was disbanded due to partner agencies pulling out of the unit for various reasons. The Fairfax Police Department was a participating partner for several decades. Within a year, the Sheriff's office re-established a scaled-down version of this unit, now called the "Specialized Investigative Unit." The same agencies that pulled out of the former team have all re-entered this newly formed unit (except Novato and Fairfax, who are currently in the process of re-joining) after realizing they needed the specialized skills, workforce, and equipment for unique and special investigations that smaller agencies cannot handle alone.

DISCUSSION

The Fairfax Police Department disagreed with pulling out of the former unit. We need the specialized skills, equipment, and workforce such a unit provides. On average, we used the services of the former team six times a year on cases we could not properly investigate with only our resources. Re-entering into this newly formed unit will allow us to address and investigate serious and specific criminal activity within our community efficiently that we are not equipped to handle.

The cost of the former unit to Fairfax before disbanding was \$22,000 in FY 19/20. That amount reduced our budget in that fiscal year. We added \$16,000 to our Professional Services budget (411-822) in FY 20/21 to pay for outside agency assistance on specialized cases on an "a-la-carte" basis. The funding of that account has continued into this current budget cycle. The cost to enter into this new unit is \$6,876.25 for the remainder of this fiscal year and approximately \$16,503 beginning next fiscal year. The Sheriff's Office cannot continue to allow us to pay on an "a-la-carte" basis for these types of investigations now that all other Marin County Police Agencies (with Novato and Fairfax pending) have signed onto this new unit.

FISCAL IMPACT

None. \$16,000 is set aside for specialized investigations, and the \$6,876.25 will come from those funds.

ATTACHMENT

Agreement for participation in the Specialized Investigative Unit

**AGREEMENT BETWEEN THE TOWN OF FAIRFAX
and the
MARIN COUNTY SHERIFF'S OFFICE
FOR PARTICIPATION IN THE SPECIALIZED INVESTIGATIVE UNIT**

This Agreement is made and entered into this 1st day of February 2023 (the "Effective Date"), by and between the TOWN OF FAIRFAX (hereinafter "FAIRFAX" and the MARIN COUNTY SHERIFF'S OFFICE (hereinafter "SHERIFF'S OFFICE") regarding the shared services of the Specialized Investigative Unit.

RECITALS

1. The SHERIFF'S OFFICE has established a Specialized Investigative Unit (SIU) comprised of one (1) SHERIFF'S OFFICE sergeant, three (3) SHERIFF'S OFFICE detectives, one (1) CALIFORNIA HIGHWAY PATROL (CHP) OFFICER and one (1) CENTRAL MARIN POLICE AUTHORITY (CMPA) detective, and one (1) San Rafael Police Department detective.

2. UNIT DESCRIPTION: The Specialized Investigative Unit (SIU), working under the command of the Sheriffs Investigations Lieutenant, will take a proactive approach to investigate narcotics related criminal activity and violent or major crimes, and other habitual criminal matters impacting the jurisdictions of the agencies represented in the SIU. The SIU will assist all participating agencies with criminal investigations requiring the specialized skills of SIU personnel.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, FAIRFAX and the SHERIFF'S OFFICE hereby agree as follows:

1. **FUNDING.**

A. For FY 2022-2023, FAIRFAX annual payment will be \$16,503. Since this agreement begins on February 1, 2023, FAIRFAX shall subtract seven (7) months of payments of \$1,375.25 each for a total of \$9,626.75. FAIRFAX will pay \$6,876.25 for fiscal year 2022-2023, for the following services provided by the Specialized Investigative Unit:

The Specialized Investigative Unit will proactively investigate narcotics related criminal activity, violent crime, and any/all major crimes occurring within the Town of Fairfax.

1. Specialized Investigative Unit detectives will be available to offer advice and expertise to Fairfax Police Department (FPD) Officers twenty-four hours a day, seven days a week.

2. When requested by FPD, the Specialized Investigative Unit will work collaboratively with FPD staff or assume the investigation of criminal offenses that have occurred within the Town of Fairfax. Acceptance of an existing criminal investigation, and the investigative priorities of the Specialized Investigative Unit, will ultimately be determined by the Sheriff or his designee.

B. Funding for future fiscal years will be determined by written agreement between FAIRFAX and SHERIFF'S OFFICE.

C. In the event that this Agreement expires or is terminated under Section 3, no portion of any funding already made by FAIRFAX shall be owed, be repayable, or refunded to FAIRFAX.

2. TERM OF AGREEMENT.

The Term of this Agreement shall begin on the Effective Date and will be in effect until either party terminates pursuant to Section 3 of this Agreement.

3. TERMINATION.

A. Either party may terminate this Agreement without cause upon thirty (30) days written notice as provided in Section 5 below.

B. Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) daytime period.

C. Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other party.

4. INDEMNITY.

A. FAIRFAX shall defend, hold harmless, and indemnify the SHERIFF'S OFFICE, its elected and appointed officials, officers, agents, and/or employees from any and all claims for injuries to persons and/or damage to property which arise out of the performance of this Agreement, and which result from the negligent acts or omissions of FAIRFAX, its officers, agents and/or employees.

B. The SHERIFF'S OFFICE shall defend, hold harmless, and indemnify FAIRFAX, its elected and appointed officials, officers, agents and/or employees from any and all claims for injuries to persons and/or damage to property, which arise out of the performance of this Agreement, and which result from the negligent acts or omissions of the SHERIFF'S OFFICE, its officers, agents, and/or employees.

C. In the event of the concurrent negligence of FAIRFAX, its officers, agents and/or employees and the SHERIFF'S OFFICE, its officers, agents and/or employees, the liability for any and all claims for injuries or damages which arise out of the performance of this Agreement shall be apportioned under California's Theory of Comparative negligence as presently established or may be hereafter modified.

D. The provisions of this section shall survive the termination of this Agreement.

5. NOTICES.

A. All notices required under this Agreement shall be in writing and shall be delivered by personal delivery, by first class mail, postage prepaid, or by email transmission addressed as follows:

SHERIFF'S OFFICE: Marin County Sheriff's Office
1600 Los Gamos Drive #200
San Rafael, CA 94903
Attn: Jamie Scardina, Sheriff-Coroner
[Email: j_scardina@marinsheriff.org](mailto:j_scardina@marinsheriff.org)

FAIRFAX: Fairfax Police Department
144 Bolinas Road
Fairfax, CA 94930
Attn: Rico Tabaranza
[Email: rtabaranza@Fairfaxpd.org](mailto:rtabaranza@Fairfaxpd.org)

With a copy to:
Town of Fairfax
Town Manager
144 Bolinas Road
Fairfax, CA 94930
Email: habrams@townoffairfax.org

B. Notice by personal delivery shall be deemed given as of the date of personal service. Notice by first class mail shall be deemed given as of the third day after it was deposited with the United States Postal Service. Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00 p.m. on a regular business day or else on the next business day.

6. INDEPENDENT CONTRACTOR.

It is understood that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture, agent-principal relationship, or partnership is formed as a result of this Agreement. No employees or agents of one party or any its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other party. No employees or agents of one party shall be entitled to any benefits, including retirement, overtime, or medical benefits from the other party.

7. MISCELLANEOUS.

A. VENUE, ATTORNEYS' FEES.

Any suit or action initiated by either party shall be brought in Marin County, California. In the event any party incurs attorneys' fees, costs, or other legal expenses to enforce provisions of this Agreement against the other party, all such fees, costs, and expenses shall be recoverable by the prevailing party.

B. DOCUMENTS.

During the progress of work on any project or service as described in this Agreement, a copy of all records, documents, materials of evidence, and communications related to each project or service

provided under the Agreement, and any subsequent amendments shall be provided to and kept by the SHERIFF'S OFFICE for whom the service is provided.

C. ENTIRE AGREEMENT -- AMENDMENTS.

i. The terms and conditions of this Agreement represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

ii. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter of this Agreement.

iii. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. SEVERABILITY.

If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would continue to serve the purposes and objectives originally contemplated by the parties.

E. REMEDIES, CHOICE OF LAW.

No remedy or election exercised hereunder shall be deemed exclusive but shall be cumulative with all other remedies at law or in equity. This Agreement shall be governed by the laws of the State of California.

F. FORCE MAJEURE.

Any provision, delay, or stoppage which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor, acts of God, governmental restrictions or requisitions or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, epidemics or pandemics, gubernatorial orders, orders of the County Health Officer, or other causes beyond reasonable control of the party obligated to perform hereunder, shall excuse performance by such party for a period equal to the duration of such prevention, delay, or stoppage.

G. MEDIATION.

Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached, neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

8 BINDING AUTHORITY OF SIGNATORIES.

Each of the signatories below represents and warrants that he/she possesses full legal authority to contract for and legally bind his/her respective public entity to this Agreement and all its terms/provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

County of Marin

Town of Fairfax

STEPHANIE MOULTON-PETERS
President, Board of Supervisors

HEATHER ABRAMS,
Town Manager

APPROVED AS TO CONTENT:

Marin County Sheriff's Office

Fairfax Police Department

JAMIE SCARDINA, Sheriff-Coroner

RICO TABARANZA, Chief of Police

APPROVED AS TO FORM:

County Counsel

Town Attorney's Office

SCOTT DREXEL,
Deputy County Counsel

JANET COLESON,
Town Attorney