

RESOLUTION NO. 3303

A RESOLUTION OF THE TOWN OF SAN ANSELMO
(Agency Name)

APPROVING THE MARIN COUNTY MAJOR CRIMES TASK FORCE

JOINT EXERCISE OF POWERS AGREEMENT AND AUTHORIZING THE

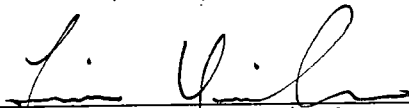
MAYOR OF THE TOWN OF SAN ANSELMO
(Designated Official) (Agency Name)
TO EXECUTE SAID AGREEMENT ON ITS BEHALF

BE IT RESOLVED, by the Town Council of the
(Governing Body)
Town of San Anselmo that the Marin County Major
(Agency Name)
Crimes Task Force Joint Exercise of Powers Agreement which is
attached hereto and by this reference made a part hereof, is hereby
approved; and

BE IT FURTHER RESOLVED, that the Mayor of the
(Designated Official)
Town of San Anselmo is hereby authorized to
(Agency Name)
execute said Joint Exercise of Powers Agreement on behalf of the
Town of San Anselmo.
(Agency Name)

PASSED AND ADOPTED at a regular meeting of the
(Regular/Special)
Town Council of the Town of San Anselmo
(Governing Body) (Agency Name)
held on the 9th day of May, 1995 by the following vote:

AYES: Councilmembers/Supervisors: Breen, Chignell, Hodgens,
Kroot, Yarish
NOES: Councilmembers/Supervisors: (None)
ABSENT: Councilmembers/Supervisors: (None)
ABSTAIN: Councilmembers/Supervisors: (None)


(Agency Official Authorized to
Sign Resolutions)

Tim Yarish, Mayor

ATTEST:

AGENCY CLERK

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

April, 1995

Committee Chairperson

Paul Chignell, San Anselmo Town Council

Committee Members

Brock Arner, Sausalito City Manager

Phil Green, Twin Cities Chief of Police

Bob Krolak, San Rafael Chief of Police

Harry Moore, Marin County Board of Supervisors

Marty Nichols, Marin County Administrator

Ed San Diego, Belvedere City Manager

Marin County Sheriff

Charles Prandi

Marin County Undersheriff

Bob Doyle

Task Force Unit Commander

John Brunlik



Sheriff's Department

MAJOR CRIMES TASK FORCE

3501 Civic Center Drive, Room 167, San Rafael, CA 94903
(415) 492-1115 FAX (415) 492-0404 TDD (415) 479-1601



April 26, 1995

Board of Supervisors
City and Town Councils

Re: Marin County Major Crimes Task Force Joint Exercise of Powers Agreement

On behalf of the Major Crimes Task Force Oversight Committee, I am pleased to submit for your consideration and approval, a revised joint exercise of powers agreement for the Marin County Major Crimes Task Force.

We ask that each city and town and the county adopt a resolution authorizing the appropriate official to execute the agreement and that signed agreements be submitted to the Task Force Office at the Sheriff's Department by Friday, June 16, 1995.

Action is not yet proposed regarding the Major Crimes Task Force budget and service level for fiscal year 1995-96. The Oversight Committee is examining options that range from a six- to a nine-person Task Force and within the next month will present a recommended budget for your consideration. Our first order of business was preparation of the joint exercise of powers agreement to govern the joint exercise of powers authority, regardless of the specific size of the Task Force unit and budget.

Background

The enclosed agreement replaces the 1985 version which, in turn, replaced the original 1979 agreement. It contains governing board membership and term of office provisions recommended by the 1994 Civil Grand Jury. It contains accounting and fund use provisions recommended by federal Asset Forfeiture Program officials. It contains administrative and financial provisions required by State law for joint exercise of powers authorities. And it contains insurance and claims provisions conforming to recommendations of an *ad hoc* committee of City and County staffs and risk management consultants dealing with joint exercise of powers issues.

From its preliminary draft stage in July of 1994 through its unanimous approval by the Major Crimes Task Force Oversight Committee at a regular public meeting on April 19, 1995, the agreement has been reviewed and commented on by city, town and county police, management and legal staffs. The general public, including members of current and prior Civil Grand Juries, commented favorably on the agreement at the Oversight Committee.

RECEIVED
MAY 3 1995

Town of San Anselmo

6c.

Attachments

The revised agreement, a two-page summary of key provisions, a sample resolution approving the agreement and a list of Oversight Committee Members and key staff are attached.

Accountability and Control

In addition to satisfying the recommendations and requirements of the Grand Jury, Asset Forfeiture Program officials and others mentioned above, the new agreement clarifies and emphasizes the policy making role of the Oversight Committee. This change should provide further improvement in the management and accountability of the Task Force, continuing a trend that began with the consolidation of supervision and operational direction of the unit within the Marin County Sheriff's Department.

Control over the budget and service level of the Task Force is assigned to the Oversight Committee which will exercise its authority and responsibility by providing policy direction in specific areas as called for in the agreement and through a detailed service contract with the Sheriff's Department (acting as the "Designated Police Agency" for the joint exercise of powers authority).

Asset Forfeiture Funds

In addition to meeting federal requirements for asset forfeiture accounting and use, the agreement authorizes the Oversight Committee to establish asset forfeiture use and allocation policies that allow for the possible allocation of some level of asset forfeiture funds to the member agencies. An early task of the Oversight Committee, after the revised joint exercise of powers agreement has been adopted by its members, will be establishment of such policies. This will involve looking at the amount of funds that may be available for legal allocation for Task Force expenses and the amounts that may legally be allocated to the members and the required processes to accomplish such allocations.

Claims and Insurance

The claims and insurance provisions of the agreement are based on an approach that ultimately calls on each member of the authority to pay its fair share of claims. This exposure is minimized for all parties by various measures, including the following:

- Purchase liability insurance, if it is available at a reasonable cost
- Use asset forfeiture funds, to the extent allowed by law, to pay claims costs not covered by insurance
- Use other reserve funds of the authority for claims payments
- Have the Designated Police Agency cover workers compensation costs
- Have the Designated Police Agency cover costs when its own gross negligence led to the claim

MAJOR CRIMES TASK FORCE JTA
April 26, 1995

- Have all Task Force claims handled by an independent claims administrator and provide for an established and timely dispute resolution procedure
- In the service contract, require the Designated Police Agency to provide regular reports regarding its personnel and risk management policies and programs

Questions from elected officials or staff of member agencies can be directed to any member of the Oversight Committee or to Undersheriff Bob Doyle.

Sincerely,



Paul Chignell
Oversight Committee Chairperson
Marin County Major Crimes Task Force

attachments

cc: Members, Oversight Committee
City, County and Town Managers and Administrators
City and Town Chiefs of Police
County Sheriff

**SUMMARY OF KEY PROVISIONS
MARIN COUNTY MAJOR CRIMES TASK FORCE
REVISED JOINT EXERCISE OF POWERS AGREEMENT**

This summary highlights key provisions in the revised Major Crimes Task Force Joint Exercise of Powers Agreement. Generally, sections not highlighted here are substantively the same as in the previous agreement.

Section of Draft	Specific Provision or Issue
§ 2.1 (a)	Adds 2 citizen members to governing board; one appointed by Board of Supervisors and one by Marin County Council of Mayors and Councilmembers.
§ 2.1 (b)	Authorizes alternates for voting members.
§ 2.1 (c)	Designates the Oversight Committee as the governing board of the JPA.
§ 2.2	Sets terms of office for all Oversight Committee members at two years, except for County Administrator who serves as long as he/she remains as CAO. Allows unlimited reappointments.
§ 2.3 - 2.5	Standard provisions regarding meetings, voting and by-laws (not in previous agreement).
§ 2.6	Establishes term of office and term limit for Chair as proposed by Grand Jury (and adds designation of a Vice-Chair and duty statements for both officers).
§ 2.7	Adds duties of Secretary and assigns them to the Chief Law Enforcement Official of the Designated Police Agency.
§ 2.8, generally	Sets duties of the Oversight Committee per State Law and as described in previous agreement.
§ 2.8 (d)	Oversight Committee to provide direction for handling requests from member agencies for Task Force assistance and for Task Force activity in nonmember municipalities (instead of having Oversight Committee make operating decisions in these cases as in the previous agreement).
§ 2.8 (f)	Makes it clear that the Oversight Committee designates the police agency to run the Task Force.
§ 2.8 (i)	Oversight Committee to set policy for allocation and use of asset forfeiture funds -- this would allow for distribution to member agencies.
§ 3.1 (b)	Requires a service agreement between the authority and the Designated Police Agency.
§ 3.3 (a)	Requires that the Task Force be a separate organizational and budget unit within the Designated Police Agency.
§ 3.4 (c)	Insulates Task Force budget from operating budget problems of the designated police agency.
§ 3.6	Provides that Oversight Committee provides direction for activities in nonmember jurisdictions -- does not require operational decision by Oversight Committee.

MAJOR CRIMES TASK FORCE
SUMMARY OF KEY PROVISIONS
APRIL, 1995

Section of Draft	Specific Provision or Issue
§ 3.7	Provides that Oversight Committee provides direction regarding assistance to member agencies -- does not require operational decision by Oversight Committee.
§ 3.8	Makes it clear that the designated police agency is to be responsible for administrative support for the Oversight Committee.
§ 4.3	Elaborates previous language re: Controller/Treasurer in keeping with legal requirements for joint powers agreements.
§ 4.4	Specifies minimum funds/accounts -- especially for compliance with asset forfeiture regulations.
§ 4.5	Adds provision that the written investment policy of the Controller-Treasurer's agency will govern investment practices and notes restrictions on the use of interest earnings based on source of principle.
§ 4.7	Clarifies property inventory and records requirements, largely per State Law.
§ 4.8	Bonding requirement added per State Law.
Article 5	Insurance provisions conform to the recommendations of an <i>ad hoc</i> committee of City and County staffs and risk management consultants dealing with claims matters in joint exercise of powers agreements.
§ 5.2 (b)	Requires public officials liability (E&O) coverage for board members.
§ 5.5	Apportionment priorities established for how to fund claims payments. Proposal suggests use of asset forfeiture as the first source of claims funds, to the maximum extent allowed by law.
§ 8.1	Adds definitions of key terms. Note especially § 8.1(e) where "Major Crimes" is defined.
§ 8.2	Adds designation of legal counsel.
§ 8.3	Dispute resolution provision added (not in previous agreement).

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

RECITALS:

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

SAID PARTIES, THEREFORE, MUTUALLY AGREE AS FOLLOWS:

**ARTICLE I
GENERAL PROVISIONS**

Section 1.1 Purpose.

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

Section 1.2 Creation of Authority.

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

Section 1.3 Term of Agreement.

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

ARTICLE 2
OVERSIGHT COMMITTEE

Section 2.1 Governing Board.

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

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

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

Section 2.2 Terms of Office.

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

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

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

(d) Members may be reappointed without limitation.

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

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MAJOR CRIMES TASK FORCE
JOINT EXERCISE OF POWERS AGREEMENT

Section 2.3 Meetings of the Oversight Committee.

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

Section 2.4 Voting Procedures.

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

Section 2.5 Bylaws.

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

Section 2.6 Chairperson and Vice-Chairperson.

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

Section 2.7 Secretary.

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

Section 2.8 Powers and Duties of the Oversight Committee.

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

MAJOR CRIMES TASK FORCE
JOINT EXERCISE OF POWERS AGREEMENT

- (a) To review and determine the program priorities, policies, operational scope, size and budget of the Task Force.
- (b) To monitor and report to member agencies and appointing associations or legislative bodies on operations of the Task Force.
- (c) To monitor the operations and supervision of the Task Force by the Designated Police 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 a part of the Task Force to investigate a specific local problem.
- (e) To designate the Controller/Treasurer of the Authority.
- (f) To designate the police agency to run the Task Force.
- (g) To adopt such policies and regulations that in its judgment may be of value in providing adequate direction for financial and administrative matters to carry out the provisions of this Agreement.
- (h) To enter into contracts for services as authorized in the Authority's budget.
- (i) To establish policies and procedures for the allocation and use of asset forfeiture funds consistent with applicable State and Federal law and with the purposes of this Agreement.

ARTICLE 3
TASK FORCE

Section 3.1 Designation of the Task Force.

- (a) The Task Force established pursuant to Section 1.1 of this Agreement shall be comprised of personnel from a single Marin police agency to be designated by the Oversight Committee. It is agreed by the parties to this Agreement that the Designated Police Agency shall be one of the following police agencies: Marin County Sheriff's Department, San Rafael Police Department or Novato Police Department, since these three agencies are large enough and best suited to handle the functions of a Major Crimes Task Force.
- (b) The Oversight Committee shall enter into a service agreement with the Designated Police Agency. Provisions of the service agreement shall include, but are not limited to, a work plan and scope of services to be performed, duties and obligations of the parties, performance and financial reporting requirements, insurance and indemnification terms, and budget and compensation matters.

Section 3.2 Powers of the Task Force.

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

MAJOR CRIMES TASK FORCE
JOINT EXERCISE OF POWERS AGREEMENT

authorized by the Chief Law Enforcement Official, to exercise peace officer authority within the boundary of every party hereto, and said peace officer is hereby empowered to act in the same manner and to exercise the same powers as any peace officer of said party; and his or her actions shall be governed by the laws of the State of California and the generally accepted practices and procedures for law and enforcement of the designated police agency.

Section 3.3 Organization of the Task Force within the Designated police agency.

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

Section 3.4 Assignment of Personnel to the Task Force.

- (a) The Designated Police Agency shall have sole responsibility for selecting and the right to select which of its own employees will perform Task Force assignments and be members of the Task Force. The Designated Police Agency shall have sole responsibility for disciplining and removing said employees in compliance with applicable policies and procedures of the Designated Police Agency.
- (b) Personnel serving in the Task Force, while governed by the rules and regulations of the designated City or County, 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, since funding for the Task Force is dedicated by action of the member agencies.

Section 3.5 Operational Control.

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

Section 3.6 Exercise of Task Force Powers in Nonmember Jurisdictions.

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

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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 as respects Task Force involvement in that specific assignment. Task Force employees so assigned shall remain under the agreed to supervision of the Chief Law Enforcement Official of the requesting City or County for the duration of the specific assignment approved by the Oversight Committee.

Section 3.8 Administrative Support for the Authority.

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

ARTICLE 4
FISCAL MATTERS

Section 4.1 Annual Budget.

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

Section 4.2 Member Contributions.

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

(b) No change in the proportion of contributions specified in Subsections 6.2 (a), above, shall be effected except by written amendment to the Agreement and signed by all parties hereto.

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MAJOR CRIMES TASK FORCE
JOINT EXERCISE OF POWERS AGREEMENT

Section 4.3 Controller/Treasurer.

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

Section 4.4 Funds and Accounts.

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

Section 4.5 Investment.

The Controller/Treasurer is hereby authorized to invest any and all funds received by the Authority in any investment medium authorized for local government pursuant to State law and in such investment media and in such limited amounts as may be established in the written investment policy of his or her agency. Interest earnings shall be credited to the appropriate Authority account pursuant to Section 4.4, above, and may be used for any purpose consistent with authorized uses for which the principle amount may be used.

Section 4.6 Procedure for Approval of Demands.

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

Section 4.7 Property Records and Control.

(a) The Controller/Treasurer shall maintain an inventory of all capital equipment and other property contributed for Task Force use by any party hereto or by any other person or organization and of all capital equipment purchased with Task Force funds, including, but not limited to, funds contributed by parties to this Agreement, grant funds, and asset forfeiture funds.

(b) The Secretary shall have charge of, handle and have access to all records of the authority, other than those financial records under the control of the Controller/Treasurer, and of all physical properties of the Authority.

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Section 4.8 Bonding.

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

ARTICLE 5
INSURANCE AND INDEMNITY

Section 5.1 General.

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

Section 5.2 Liability Insurance.

(a) A Law Enforcement Liability insurance policy with a minimum combined single limit of at least one million dollars (\$1,000,000) and an aggregate of at least one million dollars (\$1,000,000) will be maintained in force at all times, naming each party to this Agreement as an insured. The Law Enforcement Liability policy shall include costs of investigation and defense as covered items. The annual premium for said insurance will be made a part of and paid from the annual budget of the Task Force.

(b) A public officials liability insurance policy with a minimum combined single limit of at least one million dollars (\$1,000,000) and an aggregate of at least one million dollars (\$1,000,000) will be maintained in force at all times, covering, at a minimum, the members and alternate members of the Oversight Committee. The policy shall include costs of investigation and defense as covered items. The premium for said insurance will be made a part of and paid from the annual budget of the Task Force.

(c) Any deductibles included in the Law Enforcement Liability insurance policy shall be paid first from asset forfeiture funds, to the maximum extent allowed by applicable State or Federal law. If use of asset forfeiture funds to pay the deductible amount is prohibited by applicable law for the particular claim and/or if available asset forfeiture funds are insufficient to pay the deductible amount then the deductible amount shall be paid from the Task Force annual budget and/or from Authority reserve funds as may be authorized for this purpose by the Oversight Committee.

Section 5.3 Uninsured Claims and Losses.

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

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MAJOR CRIMES TASK FORCE
JOINT EXERCISE OF POWERS AGREEMENT

Section 5.4 Workers Compensation Insurance.

Unless otherwise provided in the service agreement between the Designated Police Agency and the Authority, the Designated Police Agency is solely responsible for payment of any and all workers compensation claims and benefits for any employee of the Designated Police Agency assigned to the Task Force. Workers compensation claims and benefits include, but are not limited to costs for investigation, administration, defense, settlements and awards.

Section 5.5 Apportionment.

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

- (a) First, from uncommitted asset forfeiture funds, to the maximum extent allowed by applicable State or Federal law.
- (b) Second, if the use of asset forfeiture funds is prohibited by applicable law for the particular claim and/or if available asset forfeiture funds are insufficient then payment shall be made from reserve accounts which may have been created for this purpose by the Oversight Committee.
- (c) Third, if there are insufficient funds in reserve accounts created for this purpose, or if no such reserves have been created, then payment shall be made from uncommitted reserves of the Authority. Such use of uncommitted reserves requires the specific authorization of the Oversight Committee for each individual claim for which such reserves are to be used.
- (d) Fourth, if there are insufficient funds in uncommitted reserves, then payment shall be made from the annual budget of the Task Force. Unless an appropriation already exists in the Task Force budget at the time payment must be made, specific authorization of the Oversight Committee must be granted for each individual claim for which Task Force budgeted funds are to be used. If necessary, the Task Force shall by resolution transfer appropriations from unencumbered balances, salary savings or any available expenditure account in order to provide sufficient funds to pay these costs.
- (e) Finally, after exhaustion of asset forfeiture funds, reserves and the annual budget, the parties to this Agreement agree to pay remaining claims in proportionate shares where each party will pay the same percentage of the total amount as its percentage contribution to the annual budget according to the formula set forth in Section 4.2 (a) of this Agreement during the fiscal year when the event giving rise to the claim occurred.

Section 5.6 Exceptions.

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

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

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

Section 5.7 Claims Handling.

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

ARTICLE 6
WITHDRAWAL

Section 6.1 Notice.

Any party may withdraw from this Agreement by filing written notice of intention to do so with the Oversight Committee. The rights and obligations of such party hereunder shall terminate at the end of the Fiscal Year after the date of filing 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 Authority, nor to any share of asset forfeiture funds nor to the return in cash or in kind of any materials or supplies until termination of this Agreement as herein specified. A party withdrawing from the Agreement shall continue to be liable for its proportionate share of any liability incurred during the period of this party's participation in the Agreement as set forth in Section 5.5 herein.

ARTICLE 7
TERMINATION

Section 7.1 Required Notice.

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

Section 7.2 Distribution of Assets.

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

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ARTICLE 8
MISCELLANEOUS

Section 8.1 Definitions.

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

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

Section 8.2 Legal Counsel.

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

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Section 8.3 Dispute Resolution.

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

Section 8.4 Amendment.

This Agreement may be amended from time to time with the written consent of the parties hereto.

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

Dated: _____

COUNTY OF MARIN

CLERK

BY: _____

Dated: _____

CITY OF BELVEDERE

CLERK

BY: _____

Dated: _____

TOWN OF CORTE MADERA

CLERK

BY: _____

Dated: _____

TOWN OF FAIRFAX

CLERK

BY: _____

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Dated: _____

CITY OF LARKSPUR

CLERK

BY: _____

Dated: _____

CITY OF MILL VALLEY

CLERK

BY: _____

Dated: _____

CITY OF NOVATO

CLERK

BY: _____

Dated: _____

TOWN OF ROSS

CLERK

BY: _____

Dated: _____

TOWN OF SAN ANSELMO

CLERK

BY: _____

Dated: _____

CITY OF SAN RAFAEL

CLERK

BY: _____

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MAJOR CRIMES TASK FORCE
JOINT EXERCISE OF POWERS AGREEMENT

Dated: _____

CITY OF SAUSALITO

CLERK

BY: _____

Dated: _____

TOWN OF TIBURON

CLERK

BY: _____

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