Council Meeting of
April 5, 2011

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Police - Adopt a RESOLUTION to approve the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force Joint Powers Agreement ("L.A. IMPACT JPA") and authorize membership in L.A. IMPACT through execution of the Agreement. Expenditure: None.

RECOMMENDATION

Recommendation of the Chief of Police that City Council:

1) Adopt a **RESOLUTION** to approve the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (L.A. IMPACT) Joint Powers Agreement, thus authorizing City membership in the L.A. IMPACT Authority; and
2) Authorize the City Manager to execute the Joint Powers Agreement.

FUNDING

Not applicable; the City's fiscal responsibility is unchanged under the JPA.

BACKGROUND

The Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (L.A. IMPACT) is a compilation of numerous Federal, State and local Law Enforcement agencies in Los Angeles County whose primary focus is to investigate major crimes, with an emphasis on dismantling mid to major level drug trafficking organizations. The task force was founded by the Los Angeles County Police Chiefs' Association, which currently acts as the Board of Directors, and which the Police Department is a current member.

The L.A. IMPACT task force is reputed for its surveillance capabilities and has specialized, investigative proficiency in the following areas: major drug trafficking organizations, money laundering, covert operation information development, clandestine laboratory investigations, transportation and parcel interdiction and gang enforcement. L.A. IMPACT is the primary clandestine laboratory response team for Los Angeles County. Many of the L.A. IMPACT task force members are seasoned investigators from a myriad of different disciplines who possess expertise outside the realm of narcotic enforcement. This enables L.A. IMPACT to provide a diverse range of investigative services in such areas as property crimes, financial crimes and crimes against persons, in addition to and in support of narcotic enforcement.

ANALYSIS

In 2005, the California Court of Appeal issued a decision stating that L.A. IMPACT was, in fact, a local public agency whose Board of Directors meetings are subject to the open meeting

requirements of the Ralph M. Brown Act. Additionally, L.A. IMPACT was sued in two civil lawsuits involving claims by former non-sworn contract employees. While both lawsuits were settled in 2009, the current Memorandum of Understanding (MOU) does not provide a formal mechanism to address the question of, when litigation is commenced against L.A. IMPACT, whether L.A. IMPACT or member agencies are required to fund the defense of the litigation and any settlement or judgment that may result.

In light of the Court of Appeal's 2005 decision and the two lawsuits against the task force, the Board of Directors has decided that operating under its current informal arrangement of an MOU is no longer prudent, and that it is in L.A. IMPACT's best interest to formally organize itself as a Joint Powers Authority governed by an Agreement.

For the past two years, a working group of Police Chiefs and City Attorneys have been meeting to review the issues associated with maintaining and operating L.A. IMPACT. This working group drafted the Joint Powers Agreement that will form the L.A. IMPACT Authority and details the Authority's powers relative to: contracts, litigation, membership, adoption of rules and bylaws, purchasing, investment and management of funds, etc.

The Agreement will become effective after not less than ten (10) cities have authorized and executed the Agreement, and forty-five days have elapsed after not less than ten (10) cities have authorized and executed the agreement.

Respectfully submitted,

JOHN J. NEU
Chief of Police

By: Lieutenant Michael Jezulin
Vice and Narcotics Division Commander

CONCUR:

John J. Neu
Chief of Police

LeRoy J. Jackson
City Manager

Attachment A: Resolution
Attachment B: Joint Powers Agreement

ATTACHMENT A

RESOLUTION NO. 2011-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRANCE, CALIFORNIA, APPROVING THE LOS ANGELES INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME TASK FORCE JOINT POWERS AGREEMENT (LA IMPACT JPA), AUTHORIZING THE CITY'S MEMBERSHIP IN LA IMPACT

WHEREAS, the City of Torrance recognizes the need for a regional crime task force with specialized proficiency in the area of surveillance to effectively investigate major crimes, with an emphasis on narcotics enforcement; and,

WHEREAS, the City of Torrance currently participates in the Interagency Metropolitan Police Apprehension Crime Task Force (LA IMPACT) as a signatory to a Memorandum of Understanding, and supports the concept of formally organizing LA IMPACT as a Joint Powers Authority to clarify the rights and duties of the LA IMPACT members and to provide LA IMPACT with legal standing as an entity with its own; and,

WHEREAS, the Joint Powers Agreement (JPA) creates an Authority to coordinate a county-wide multi-jurisdictional crime task force; and

WHEREAS, the City of Torrance desires to become a member of the LA IMPACT Authority created thereto.

Now, THEREFORE, the City Council of the City Torrance **DOES HEREBY RESOLVE** as follows:

1. Pursuant to the City's authority under the Joint Exercise of Powers Act in California Government Code §6500 et seq., the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (LA IMPACT) Joint Powers Agreement, attached hereto and incorporated herein, is approved, thereby authorizing the City's membership in the LA IMPACT Authority; and

2. The City Manager is authorized and directed to execute the LA IMPACT Joint Powers Agreement to effectuate the intent of this Resolution.

ATTACHMENT A

Now, THEREFORE BE IT RESOLVED FURTHER, that the City Clerk of the City of Torrance shall certify the adoption of this resolution and thereafter the same shall be in full force and effect.

APPROVED and ADOPTED this _____ day of _____, 2011.

_____
Frank Scotto
Mayor of the City of Torrance

ATTEST:

_____
Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN FELLOWS III
City Attorney

By _____
Patrick Q. Sullivan, Assistant City Attorney

ATTACHMENT B

JOINT POWERS AGREEMENT FOR LOS ANGELES INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME TASK FORCE (L.A. IMPACT)

This Agreement is executed by and among those public agencies, duly organized and existing, which are parties signatory to this Agreement. All such public agencies, hereinafter each called a Member, shall be listed in Exhibit A to the Agreement. This Agreement is dated _____, 2011 for reference purposes.

Each public agency executing this Agreement shall be referred to individually as "Member," with all referred to collectively as "Members."

RECITALS

WHEREAS, the Members have and possess the power and authorization to organize and establish a consolidated law enforcement task force to address criminal justice issues for the benefit of the lands and inhabitants within their respective boundaries; and

WHEREAS, the Members propose to join together to establish, operate, and maintain a joint powers authority for the purpose of integrating resources and investigative efforts to address emerging criminal justice issues and for the benefit of their respective lands and inhabitants; and

WHEREAS, it is in the public interest to provide a means by which other public agencies may request services for the benefit of their lands and inhabitants; and

WHEREAS, the Members have the authority under the Joint Exercise of Powers Act, in California Government Code Section 6500 et seq. (the "Act"), to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

"Act" shall mean the Joint Exercise of Powers Act, in California Government Code Section 6500 et seq.

"Authority" shall mean the LOS ANGELES INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME TASK FORCE (L.A. IMPACT) created by this Agreement.

"Associate Member" means a public agency which is a party to an Associate Membership Agreement entered into between the Authority and such public agency pursuant to Article 4 hereof.

"Board of Directors" or "Board" shall mean the governing body of the Authority.

"Bylaws" shall mean guidelines adopted by the Board of Directors setting forth policies and procedures for the operation of the Authority and for the exercise of the Board's powers granted in this Agreement.

"Controller" shall mean the chief financial officer designated with the primary responsibility for financial accounting and reporting.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of the Authority.

"Fiscal Year" shall mean that period of twelve months which is established by the Board of Directors or the Bylaws as the fiscal year of the Authority.

"Government Code" shall mean the California Government Code, as it may be amended from time to time.

"Member(s)" means any public agency as the term "public agency" is defined by Section 6500 of the Joint Powers Law, which includes, but is not limited to, any federal, state, county, city, public corporation, public district of this state or another state, or any joint powers authority formed pursuant to the Joint Powers Law by any of these agencies which has executed this Agreement and has become a member of the Authority.

ARTICLE 2
PURPOSES

2.01 The purpose of the Authority is to establish a separate organization for the exercise of powers common to the Members, which may include promoting coordinated law enforcement efforts and facilitating the integration, investigation and sharing of criminal justice information, data, and issues in the manner set forth in this Agreement.

2.02 The Authority is intended to promote coordinated law enforcement efforts, and to address emerging criminal justice issues throughout the Los Angeles County area and other areas that appear to have a connection or nexus to Los Angeles County, encouraging maximum cooperation between all law enforcement and prosecutorial agencies, and promoting the safety of both police personnel and the public, accomplished in an effective manner within constitutional guidelines, including but not limited to:

a) Target, investigate, and cause to be prosecuted individuals who organize, direct, finance, or otherwise engage in drug trafficking enterprises or money laundering, placing a high priority on those subjects engaged in the importation of drugs and to interdict such illicit supply lines and seize their drugs.

b) Identify, cause to be prosecuted and ultimately cause to be convicted drug traffickers and to seize assets derived through drug trafficking through the effective methods of a task force approach.

c) Use short and long term investigations to focus on the eradication of criminal activity within street gangs by extracting the criminal hierarchy and disrupting the organizational flow of street gangs.

d) Assist Members or Associate Members, when requested, in criminal investigations, lending of equipment, sharing of information, providing support personnel, specialized expertise, training or other needs that the Authority can provide at the time the request is made.

e) Assist non-Member agencies, when requested and with the approval of the Executive Director or designee, in criminal investigations, lending of equipment, sharing of information, providing support personnel, specialized expertise, training or other needs that the Authority can provide at the time the request is made.

f) Apply for grants and implement programs to address issues of narcotics, terrorism and Homeland Security.

ARTICLE 3
PARTIES TO AGREEMENT; EFFECTIVE DATE

3.01 Each Member, as a party to this Agreement, certifies that it intends to and does contract with all other Members as parties to this Agreement and with such other public agencies as later may be added as parties to this Agreement.

3.02 This Agreement shall become effective, and the Authority shall come into existence, when the following event occurs (the "Effective Date"):

a) This Agreement is authorized and executed by not less than ten (10) public agencies; and

b) Forty-five days has elapsed after the authorization and execution by not less than ten (10) public agencies.

3.03 The Board shall also designate a period, which shall be not less than 180 days after the Bylaws are adopted, during which Members may submit written notice of immediate withdrawal from the Authority. There will be no costs for any

Member that withdraws from the Authority within this time period. It is the intent of the Members that Bylaws will be developed and adopted by the Board, as authorized under Section 6.04(a), and that the Authority will seek applicable and necessary liability coverage during this period.

Notice shall be given to all Members pursuant to Section 18.02 within five (5) days of adoption of the Bylaws. The notice shall include a copy of the adopted Bylaws and a statement of the extent and type of liability coverage which the Authority can obtain. After the Bylaws have been adopted, Members may withdraw from the Authority during the specified period in accordance with the provisions of this Section 3.03. After expiration of said stated time period, any Member may withdraw from the Authority in accordance with Article 16 hereinbelow.

ARTICLE 4
ASSOCIATE MEMBERSHIP AGREEMENT

4.01. Power to Enter Into Associate Membership Agreements. In addition to those powers specified in this Agreement, the Authority shall have the power to enter into Associate Membership Agreements with any public agency upon the approval thereof by the Board.

4.02. Contents of Associate Membership Agreement. Each Associate Membership Agreement shall:

a) State that the public agency is an Associate Member of the Authority.

b) Specify that the purpose of the Associate Membership Agreement is (i) to facilitate cooperation between law enforcement agencies to carry out the stated purposes of the Authority; and/or (ii) to contribute law enforcement personnel, who shall remain under the general direction and control of the respective Associate Member agency to which they belong, to the Authority to assist in carrying out the activities of the Authority.

c) Restrict the powers and obligations of such public agency with respect to the Authority to those enumerated in this Article 4;

d) Specify that such public agency shall not have the power to: (i) vote on any action to be taken by the Authority; or (ii) appoint a Director to the Board;

e) Specify the fees, if any, to be charged such public agency for its participation in the Authority; and

f) Specify to what extent, if any, the Associate Member may share in asset distributions.

4.03. Approval of Associate Membership Agreements. In determining whether to approve an Associate Membership Agreement with a public agency which proposes to be an Associate Member, the Directors may take into account any criteria deemed appropriate to the Directors.

ARTICLE 5
POWERS

5.01 The Authority shall possess in its own name, and the Members delegate to it, the following enumerated powers:

a) To make and enter into, in its own behalf and not on behalf of the individual Members, contracts consistent with this Agreement, including, but not limited to, contracts to purchase/lease and/or dispose of supplies and equipment,.

b) To receive gifts, contributions, and donations of property, funds, services, and other forms of financial assistance from persons, firms, corporations, and any governmental entity, in accordance with applicable Los Angeles County Conflict of Interest Code and State conflict of interest laws.

c) To sue and be sued in its own name.

d) To apply for appropriate grants under any Federal, State, or local programs for assistance in developing any of its programs or providing services to other public entities.

e) To issue bonds and to otherwise incur debts, liabilities and obligations, provided that no such bond, debt, liability or obligation shall constitute a debt, liability or obligation of the individual respective Members.

f) To appoint committees, adopt rules, regulations, policies, Bylaws, and procedures governing the operation of the Authority.

g) To add Members or Associate Members to the Authority as approved by the Authority Board of Directors and the existing Members as provided herein.

h) To appoint/hire officers, employees, agents, or consultants and adopt personnel rules and policies governing officers and employees.

i) To reimburse Members for overtime expenditures of a Member's contributed personnel who is/are assigned to assist in carrying out the activities

of the Authority as directed by the Executive Director of the Authority and approved by the Executive Committee in accordance with Section 13.06 of this Agreement. Said overtime expenditures, if any, shall be paid in accordance with all applicable State and Federal laws, including the Fair Labor Standards Act.

j) To purchase equipment with prior approval by the Executive Director and pursuant to a purchasing policy adopted by the Board of Directors in accordance with Section 5.04.

k) To distribute proceeds from asset forfeiture seizures to Members, and to Associate Members as applicable, in accordance with rules and formula specified in the Bylaws and applicable Federal and State law.

l) To assign personnel contributed from the Members or Associate Members to positions that fulfill the needs of the Authority, who shall remain under the general direction and control of the respective Member or Associate Member agency to which such personnel belong.

m) To invest and manage Authority funds, by and through the Treasurer, in accordance with State law.

n) To obtain all types of insurance as may be necessary to cover the liabilities of the Authority or its Members as determined by the Board.

o) To exercise such other powers and authority as are necessary and proper to carry out its functions herein, and as provided in the Act.

5.02 Each Member expressly retains all rights and powers to investigate, finance, plan, develop, construct, equip, maintain, repair, manage, operate and control equipment, facilities, properties, projects, and information that it deems in its sole discretion to be necessary or desirable for its own criminal justice needs, and that are authorized by the laws governing it. This Agreement shall not be interpreted, and the Authority created herein, shall not have the power to impair or control any of the Members' respective rights, powers, or title to such investigations, equipment, facilities, properties, information, and projects, nor shall any Member be required to provide additional personnel, equipment, or services to the Authority than as provided in this Agreement, without the written consent of the Member.

5.03 Each Member expressly retains all rights and powers to use other funds or funding sources to investigate, finance, plan, develop, construct, equip, maintain, repair, manage, operate, and control equipment and facilities for their criminal justice needs.

5.04 Pursuant to and to the extent required by Government Code Section 6509, including the power to contract, the Authority shall be restricted in the exercise of

its powers in the same manner as the City of Los Angeles is restricted in its exercise of similar powers; provided that, if the City of Los Angeles shall cease to be a Member, then the Authority shall be restricted in the exercise of its power in the same manner as the City of Long Beach.

ARTICLE 6
ORGANIZATION

6.01 Composition of Board. The Authority shall be governed by the Board of Directors, which shall be composed of the President of the Los Angeles County Police Chiefs Association, the Police Chief of the city law enforcement agency of each Member city, the Los Angeles County Sheriff, and any designated representative of any Federal or State agency which is a Member. The Police Chief of the City of Los Angeles and the Los Angeles County Sheriff may designate an alternate to act in his/her place on the Board, provided the alternate is a person at executive command rank. Each Member shall provide a written designation of its Director representative to the Authority. The Board shall maintain a list of all current Members in good standing who serve on the Board, including but not limited to any Federal or State agency which is a Member. The Board of Directors may allow for an alternate of the designated representative to the Authority in accordance with the Bylaws of the Authority.

6.02 Termination of Status as Director. A Director shall be removed from the Board of Directors upon the occurrence of any one of the following events:

a) The withdrawal or removal of the Member from the Authority;

b) The death or resignation of the Director;

c) The Authority's receipt of written notice from the Member that the Director is no longer qualified as provided in Section 6.01 of this Article.

6.03 Compensation. Directors and their alternates, if any, are not entitled to compensation by the Authority. The Board of Directors may authorize reimbursement of expenses incurred by Directors in the performance of services for the Authority where such expenses are not paid by the employing Member.

6.04 Powers of Board. The Board of Directors shall have the following powers and functions:

a) Except as otherwise provided in this Agreement, the Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation to other bodies or persons. The primary objective of the Board is to establish overall policy and strategy. As such, the Board may adopt Bylaws or other guidelines setting forth policies and procedures for the operation of the Authority and for the exercise of the Board's powers granted herein.

b) The Board shall form an Executive Committee, as provided in Article 8. The Executive Committee may exercise all powers or duties of the Board, except (i) the adoption of the Authority's annual budget or any amendments thereto, (ii) the adoption of the Bylaws or any amendments thereto, and (iii) the issuance of bonded debt, which powers are expressly reserved to the Board. All actions by the Executive Committee shall be subject to review, and approval, modification or disapproval, by the Board at its discretion.

c) The Board may form, as provided in Article 10, such other advisory committees as it deems appropriate or it may delegate such power to the Executive Committee in the Bylaws or by resolution of the Board. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board.

d) The Board shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Authority. To the extent that the budget includes funding by Members, such funding is subject to approval by the governing bodies of those Member agencies. Adoption of the budget may not be delegated.

e) The Board shall receive, review and act upon periodic reports and audits of the funds of the Authority, as required under Articles 10 and 13 of this Agreement.

f) The Board shall develop the rules and formula for the distribution of proceeds from asset forfeiture seizures, consistent with applicable Federal and State law, to its participating Members and Associate Members which are reasonably related to each such participant's contribution of personnel and/or participation in the activities of the Authority.

g) The Board shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Authority including but not limited to adopting contracting and purchasing rules and regulations, in accordance with Section 5.04, internal financial controls, personnel rules and regulations, and similar rules and regulations consistent with State law governing public agencies.

h) Meetings of the Board of Directors, Executive Committee, and any other "legislative body" of the Authority, as that term is defined in Section 54952 of the Government Code, shall be called, noticed, and conducted in accordance with the Ralph M. Brown Act, Section 54950 et seq. of the Government Code.

ARTICLE 7
MEETINGS OF THE BOARD OF DIRECTORS

7.01 Regular Meetings. The Board of Directors shall hold at least two (2) regular meetings each year. The Board of Directors shall fix by resolution or in

the Bylaws the date upon which, and the hour and place at which, each regular meeting is to be held.

7.02 Minutes. The Authority shall have minutes of each regular, adjourned regular, and special meetings kept by the Secretary. As soon as practicable after each meeting, the Secretary shall forward to each Board member a copy of the minutes of such meeting.

7.03 Quorum. A majority of all members of the Board and the Executive Committee, respectively, is a quorum for the transaction of business. A vote of the majority of a quorum at a meeting of the Board or the Executive Committee is sufficient to take action unless otherwise provided in the Bylaws; except that a majority of all members of the Board is required in order to take action on: (i) the adoption of the Authority's annual budget and any amendment(s) thereto, (ii) the adoption of the Bylaws and any amendment(s) thereto, and (iii) the issuance of any bonded debt of the Authority. However, less than a quorum may adjourn from time to time but may not take action on matters before the Board or Executive Committee.

7.04 Voting. Each Member of the Board shall have one vote.

ARTICLE 8
EXECUTIVE COMMITTEE

8.01 The Board shall establish an Executive Committee which shall consist of a total of thirteen (13) Directors selected from the Board, which shall include the President of the Los Angeles Police Chiefs Association, the Sheriff of the County of Los Angeles or his/her designee (provided such designee shall be at an executive command level) and the Chair of the Authority designated pursuant to Article 9. Except as otherwise provided herein, the composition, the terms of office of the Directors, and the conduct of the Executive Committee shall be as provided in the Bylaws. The Executive Committee shall conduct the business of the Authority between meetings of the Board, exercising all those powers as provided for in Section 6.04(b), or as otherwise delegated to it by the Board.

8.02 Each Director on the Executive Committee shall be confirmed and approved by the Board of Directors, and, with the exception of the President of the Los Angeles County Police Chiefs Association, must be a Member with personnel assigned to the taskforce.

8.03 Any vacancy on the Executive Committee shall be filled by the Board within ninety (90) days of the vacancy.

ARTICLE 9
OFFICERS

9.01 The Board shall nominate and elect a Chair, Vice Chair, and Secretary of the Authority, each for a term of two (2) years, from among the Directors at its last meeting of every other Fiscal Year. Each officer shall assume the duties of the respective office upon election. If an officer ceases to be a member of the Board, the resulting vacancy shall be filled at the next regular meeting of the Board held after the vacancy occurs or at a special meeting of the Board called to fill such vacancy. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. The Chair shall preside at and conduct all meetings of the Board. The Board may appoint such other officers as it considers necessary and as provided in the Bylaws.

ARTICLE 10
COMMITTEES

10.01 The Board may establish advisory committees as it deems appropriate or it may, in the Bylaws or by resolution, delegate such power to the Executive Committee. Members of committees shall be appointed by the Board or the Executive Committee. Each committee shall have those duties as determined by the Board or the Executive Committee or as otherwise set forth in the Bylaws. Each committee shall meet on the call of its chairperson, and shall report to the Executive Committee and the Board as directed by the Board or the Executive Committee.

ARTICLE 11
LIABILITY OF BOARD OF DIRECTORS, OFFICERS AND COMMITTEE MEMBERS

11.01 The members of the Board of Directors, officers and committee members of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement.

No Director, officer or committee member shall be responsible for any action taken or omitted by any other Director, officer or committee member. No Director, officer or committee member shall be required to give a bond or other security to guarantee the faithful performance of his or her duties pursuant to this Agreement.

The Authority shall acquire and maintain insurance protection as is necessary to protect the interest of the Authority and its Members in its administration of the Authority in accordance with Section 14.06 below.

ARTICLE 12
STAFF

12.01 Principal Staff. The following staff members shall be appointed by and serve at the pleasure of the Executive Committee:

a) Executive Director. The Executive Director shall administer the daily business and activities of the Authority, subject to the general supervision and policy direction of the Board and the Executive Committee; shall be responsible for all minutes, notices and records of the Authority; shall administer all contracts; may enter into contracts within authority set by the Board or Executive Committee, and shall perform such other duties as are assigned by the Board or Executive Committee. The Executive Director shall be a peace officer employed by one of the Members or Associate Members of the Authority and shall have obtained senior law enforcement management rank that will provide a range of operational capability to the Authority.

b) Legal Counsel. With the approval of the Board, legal counsel shall be provided by one or more Member agencies to serve as general counsel ("General Counsel") to the Authority, except to the extent that among those agencies, conflicts of interest prevent such representation. The specific and ongoing duties of General Counsel may be rotated, as determined among those agencies, and shall be on a voluntary basis at no cost to the Authority. However, nothing in this Agreement shall prevent or be construed to prevent the Authority from seeking and engaging legal counsel from a private legal firm to handle any matter, subject to the approval of the Executive Committee.

12.02 Support Staff. Subject to the approval of funding in the Authority's budget and to the general supervision and direction of the Board and Executive Committee, the Executive Director shall provide for the appointment of such other staff as may be necessary for the administrative support of the Authority, which staff shall be employees of the Authority. Upon mutual agreement, a Member may provide supplemental administrative support services in exchange for reimbursement by the Authority, or as a contribution credit for services. Administrative personnel of a Member performing these functions remain employees of the contributing Member, and are not employees of the Authority.

12.03 Treasurer and Controller. Pursuant to Section 6505.5 of the Act, the City of La Verne Treasurer and Controller are hereby designated as the Treasurer and Controller, respectively, of the Authority. The Treasurer shall be the depository and have custody of all funds of the Authority. The Controller shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. The Treasurer and Controller shall have the duties and obligations set forth in Section 6505 and 6505.5 of the Act, as those sections may be amended from time to time. To the extent permitted by the Act, the Board of Directors may change the Treasurer and Controller of the Authority to any person or entity that is authorized by the Act to occupy such offices.

12.04 Compensation. With the exception of payments to the City of La Verne for work performed by the Treasurer and Controller, per a written agreement

approved by the Board of Directors for financial services, there shall be no direct compensation paid by the Authority to any individuals contributed by a Member or Associate Member agency to serve in the capacity as an officer of the Authority, such as the Executive Director, Treasurer, General Counsel, or any other individuals who are employed by a Member or Associate Member agency and contributed to the Authority under this Article 12. The Authority shall consider the services of such personnel as part of a formula for the purpose of the distribution of proceeds from asset forfeiture seizures as provided in Section 5.01(k) to the contributing Member or Associate Member, unless direct reimbursement is otherwise authorized pursuant to Section 12.02 or Section 13.06 of this Agreement.

12.05 Personnel Contributed by Members. Participating personnel (both sworn and non-sworn) assigned to the Authority by a Member or Associate Member shall not be considered employees or contractors of the Authority for any purpose. Such personnel shall during the period of assignment remain employees of the assigning Members or Associate Members.

ARTICLE 13
BUDGET, OPERATING FUNDS, AND AUDITS

13.01 Annual Budget. The Executive Director will prepare and submit to the Board of Directors in sufficient time for revision and adoption prior to July 1 of each year, the annual budget of the Authority for the next succeeding Fiscal Year.

13.02 Disbursement of Funds. The Executive Director or his/her designee shall cause to have warrants drawn for the payment of funds or disbursements and such requisition for payment in accordance with rules, regulations, policies, procedures, and by-laws adopted by the Board. The Executive Director may apply for and receive and use credit cards for the sole purpose of conducting Authority business in accordance with written rules and regulations adopted pursuant to AB 1234.

13.03 Accounting. All funds received by the Authority shall be placed in the custody of the Treasurer. These funds shall be given object accounts, and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for by the Controller in accordance with generally accepted accounting principles applicable to governmental entities. There shall be strict accountability of all funds by the Controller. All revenues and expenditures shall be reported by the Controller to the Executive Committee on a quarterly basis, unless otherwise required by the Board of Directors.

13.04 Approval of Expenditures. All expenditures within the approved budget shall be made upon the approval of the Executive Director in accordance with the rules, policies, and procedures adopted by the Board.

13.05 Records and Audit. The Controller shall cause to be kept accurate and correct books of account showing in detail all financial transactions of the Members relating to the Authority, which books of account shall correctly show any receipts and also any costs, expenses, or changes paid or to be paid to a Member. Said books and records of the Authority in the hands of the Controller shall be open to inspection at all times during normal business hours by any representative of a Member, or by any accountant or other person authorized by a Member to inspect said books of records. The Controller shall cause the books of account and other financial records of Authority to be audited annually, or biennially if so authorized by the Board of Directors, by an independent certified public accountant and any cost of the audit shall be paid by the Authority. The minimum requirements shall be those prescribed by the State Controller under California Government Code section 26909 and in conformance with generally accepted auditing standards. The annual audit, or biennial as the case may be, shall be submitted to the Board of Directors and the Executive Committee when completed.

13.06 Compensation of Contributed Personnel. All participating personnel contributed and assigned to the Authority by a Member or Associate Member shall have their salary, benefits, and overtime paid by the respective Member or Associate Member. The Authority may, but is not obligated to, reimburse a Member or Associate Member for the overtime of sworn personnel and/or for salary, benefits and overtime of non-sworn personnel contributed for administrative support as authorized by Section 5.01(i) and Section 12.02, respectively and as approved by the Executive Director. It shall be the responsibility of the Authority to institute an auditing system wherein the hours worked by each individual will be documented and reported on a weekly basis, listing case reference numbers for submission in a timely manner to the individual's contributing agency.

ARTICLE 14
INDEMNIFICATION AND INSURANCES

14.01 Obligations of the Authority. The debts, liabilities and obligations of the Authority ("Authority Obligations") shall be the debts, liabilities and obligations of the Authority alone. The Authority Obligations shall not constitute debts, liabilities and obligations of any individual Member, and the Members shall have no liability therefore.

14.02 Contributed Member Employees. The Members acknowledge that each Member may be contributing and assigning its own personnel to a cooperative pool of personnel to provide service to the Authority. Each such contributing Member shall be solely responsible for and retain all debts, liabilities, and other obligations for all activities of its employees while acting in the course and scope of their assignment to the Authority, and shall maintain sufficient insurance

coverage, as determined by the Member, in effect at all times to cover any such claim, loss, liability, or obligation, or otherwise provide for payment of such liability. Members may elect to self insure any insurance obligation under this Agreement.

14.03 Member Indemnity for General Liability of Contributed Employee. Except as provided in Section 18.05, each Member shall protect, defend, indemnify, and hold free and harmless the Authority and the other Members, their respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by a contributed employee of the Member who is performing Authority law enforcement or support functions, including, but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorney's fees and costs, resulting or arising out of or in any way connected with the alleged willful or negligent acts or alleged failure to act in the course and scope of carrying out their responsibilities in the performance of their duties to the Authority and for which each Member shall maintain sufficient liability coverage, pooled self-insurance coverage, or a program of self-insurance, which includes coverage for contractual promises to indemnify, in effect at all times as determined by the Board of Directors, to cover any such damage claim, loss, cost, expense, action, proceeding, liability, or obligation.

14.04 Member Indemnity for Workers Compensation Liability of Contributed Employee. Each Member shall fully indemnify and hold harmless the Authority and each other Member, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers' compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the respective agency or any contract labor provider retained by the law enforcement agency, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation, compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the law enforcement agency or any contract labor provider retained by the law enforcement agency.

14.05 Risk Management. The Authority shall employ the principles of sound risk management in its operations. Risks of loss shall be identified, evaluated, and treated in a manner that protects the Authority and each Member from adverse financial consequences. This may be accomplished in part through the purchase of appropriate commercial insurance. The Board of Directors may designate a Risk Manager from one of the Members (the "Authority Risk Manager") who shall act in an advisory capacity to the Board to provide guidance in the area of risk

management, loss control, insurance procurement, and claims management. The Authority Risk Manager or his/her designee will be responsible for maintaining the original insurance policies and other risk management and insurance documents.

14.06 Authority Indemnity of Members. The Authority shall protect, defend, indemnify, and hold free and harmless the Members, their respective elected and appointed boards, officials, officers, agents, volunteers, and employees from and against any and all liabilities, damages, loss, cost, claims, expenses, actions, or proceedings of any kind or nature caused by staff employed by the Authority hired pursuant to Section 12.02 including, but not by way of limitation, injury or death of any person, injury or damage to any property, including consequential damages and attorney's fees and costs, resulting or arising out of or in any way connected with the alleged willful or negligent acts or alleged failure to act in the course and scope of carrying out their responsibilities in the performance of their duties to the Authority.

ARTICLE 15
MEMBER RESPONSIBILITIES

15.01 Each Member shall have the following responsibilities:

a) To appoint its Director, or alternate as may be allowed, to or remove from the Board as set forth in Article 6.

b) To consider proposed amendments to this Agreement as set forth in Article 18.

c) To make contributions in the form of membership premiums, assessments, and fees, if any, in accordance with the Bylaws and as determined by the Board, for the purpose of defraying the costs of providing the annual benefits accruing directly to each party from this Agreement. Any such contributions are subject to approval by the governing bodies of Member agencies from whom such contributions are sought.

d) To provide to the Authority such other information or assistance as may be necessary for the Authority to carry out crime prevention programs as determined by the Board.

ARTICLE 16
ADMISSION AND WITHDRAWAL OF PARTIES

16.01 Public agencies with law enforcement departments and federal and California law enforcement agencies may become Members of the Authority

upon approval and execution of this Agreement and under such terms and conditions as are determined by the Bylaws and upon approval of the Board.

16.02 The Executive Director shall file a notice of this Agreement within 30 days of its effective date with the office of the California Secretary of State, as required by Government Code Section 6503.5. Upon any change in membership, the Executive Director/Secretary shall file a notice of such change of membership within 10 days of its effective date with the Secretary of State and with the county clerk of each county in which the Authority maintains an office, as required by Government Code Section 53051.

16.03 Members may withdraw from the Authority in accordance with the following procedures and conditions:

a) A Member may withdraw as provided and in accordance with Section 3.03 of this Agreement.

b) After the expiration of the period provided in Section 3.03, a Member may withdraw as follows:

(1) Effective Date of Withdrawal for a Member or Associate Member. Such withdrawal shall become effective sixty (60) days following the giving of written notice of withdrawal of participation by any Member or Associate Member agency to the Executive Director. This 60-day period will provide for the timely transfer of assignments and the selection of replacement personnel.

2) Disposition of Assets Upon Withdrawal. Upon the withdrawal of a Member or Associate Member, that agency will receive its allocation of assets, including asset forfeiture funds, accrued until the date of withdrawal. Such allocation shall be reduced by the amount of any delinquent fees or assessments owed by the Member or Associate Member.

16.04 The Board of Directors may terminate membership of any Member or Associate Member upon majority vote of the entire Board, upon the effective date set by the Board.

ARTICLE 17
DISSOLUTION AND DISPOSITION OF ASSETS

17.01 Except as provided herein, the Members agree that all supplies and equipment purchased by the Authority shall be owned and controlled by the Authority as its sole and separate property and not as property of any Member.

17.02 The Authority shall continue to exist and exercise the powers herein until the Authority is terminated and dissolved by a vote of two-thirds of the entire Board of Directors; provided, however, that no such dissolution shall be complete and final until the Authority has satisfactorily disposed of all financial obligations

and claims, distributed all assets, and performed all other functions deemed necessary by the Board to conclude the affairs of the Authority.

17.03 Termination shall occur upon:

a) The written consent of two-thirds of the Board of Directors; and

b) Full satisfaction of all outstanding financial obligations of the Authority; and

c) All other contractual obligations of the Authority have been satisfied.

17.04 In the event of such termination of the Authority, any funds remaining following the discharge of all debts and obligations shall be disposed of by distribution to each Member who is on the Board immediately prior to the termination of the Authority, a share of such funds proportionate to the contribution made to the Authority by the Member which have accrued during its participation, to the extent determined by the Board in its sole discretion to be fair and equitable and consistent to the distribution of assets as specified in the Bylaws.

17.05 Notwithstanding any other provisions of the Agreement, the Members agree to abide by the following procedure for selling of equipment in the event the Agreement is terminated. The equipment shall be given a fair market value by an appraiser agreed upon by the Board. Before the equipment is sold on the open market, each Member shall have the right to purchase the equipment at a price and under terms as agreed upon by the Board which may include a financing arrangement for the purchaser to allow for a transition period after the termination of this Agreement. If an agreement cannot be reached concerning a purchase of the equipment, then it shall be sold on the open market. Proceeds from the sale of equipment upon termination of the Agreement shall be distributed to the Members in a manner consistent with the distribution of assets as provided in the Bylaws, and any modifications to that formula adopted by the Board.

ARTICLE 18
MISCELLANEOUS

18.01 Amendments. This Agreement may be amended with the majority approval of the Members; provided, however, that no amendment may be made that would adversely affect the interests of the owners of bonds, letters of credit, or other financial obligations of the Authority.

18.02 Notices. Any notice required or permitted to be made hereunder shall be in writing and shall be delivered in the manner prescribed herein at the principal place of business of each party. The party may give notice by:

Personal delivery;

E-mail;

U.S. Mail, first class postage prepaid;

Facsimile; or,

Any other method deemed appropriate by the Board.

At any time, by providing written notice to the other parties to this Agreement, any party may change the place, facsimile number or e-mail for giving notice. All written notices or correspondence sent in the described manner will be deemed given to a party on whichever date occurs earliest:

The date of personal delivery;

The fifth business day following deposit in the U.S. mail, when sent by "first class" mail; or,

The date of transmission, when sent by e-mail or facsimile.

18.03 Effective Date. This Agreement shall be effective at such time as provided in Section 3.02.

18.04 Conflicts of Interest. No official, officer or employee of the Authority or any Member shall have any financial interest, direct or indirect, in the Authority. Nor shall any such officer or employee participate in any decision relating to the Authority that affects his or her financial interests or those of a corporation, partnership, or association in which he or she is directly or indirectly interested, in violation of any State law or regulation. The Authority shall be subject to a Los Angeles County Conflict of Interest Code, as adopted by the Board of Supervisors, and must comply with all filing and other requirements as set forth therein and in State law.

18.05 Dispute Resolution and Arbitration. Disputes regarding the interpretation or application of any provision of this Agreement shall first, to the extent reasonably feasible, be resolved by and between any Members, or by and between any such Member and the Authority, through consultation between the parties. In the event the parties cannot resolve their dispute, then the Executive Committee shall form a subcommittee of three non-interested, objective Members of the Executive Committee who may resolve the dispute.

In the event the dispute cannot be resolved by the subcommittee of the Executive Committee, as provided hereinabove, the parties to the dispute agree to resolve the matter through non-binding mediation by a mediator to be mutually selected by the disputing parties, unless the parties agree to a different process for dispute resolution. Either Party may take other available legal actions only after the procedures for alternative dispute resolution as specified in this Section 18.05 are complied with and completed.

18.06 Partial Invalidity. If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable or void for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

18.07 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members hereto.

18.08 Assignment. No Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund or asset of the Authority.

18.09 Governing Law. This Agreement is made and to be performed in the County of Los Angeles, State of California, and as such California substantive and procedural law shall apply.

18.10 Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing the language of this Agreement.

18.11 Counterparts. This Agreement may be executed in counterparts.

18.12 Execution. The legislative body or governing body of each Member enumerated herein have each authorized execution of this Agreement, as evidenced by the authorized signatures below, respectively.

18.13 Entire Agreement. This Agreement, supersedes any and all other agreements whether oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that any other agreement or modification of this Agreement shall be effective only if executed in writing and signed by the Authority and all Members.

IN WITNESS WHEREOF, each Member has caused this Agreement to be executed and attested by its proper officers thereunto duly authorized, its official seals to be hereto affixed, as follows:

ATTACHMENT B

City of Torrance Authorization
for Membership in the LOS ANGELES INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME TASK FORCE
(L.A. IMPACT)

IN WITNESS WHEREOF, City of Torrance, by Resolution of its City Council has caused this Joint Powers Agreement to be executed on its behalf by the City Manager, and attested by City Clerk, as of the date so executed below.

City of Torrance, a Municipal Corporation

Dated: _____

_____
LeRoy J. Jackson
City Manager

APPROVED AS TO FORM:
JOHN L. FELLOWS III, City Attorney

By: _____
Patrick Q. Sullivan
Assistant City Attorney

ATTEST:

_____
Sue Herbers
City Clerk