



AGENDA REPORT

Meeting Date: May 18, 2015

Item Number: D-10

To: Honorable Mayor & City Council

From: Mark Rosen, Police Captain

Subject: **RESOLUTION OF THE COUNCIL OF THE CITY OF BEVERLY HILLS APPROVING THE LOS ANGELES INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME TASK FORCE JOINT POWERS AGREEMENT (LA IMPACT JPA) AS AMENDED BY AMENDMENT NO.1 TO THE LA IMPACT JPA AGREEMENT; AND**

AUTHORIZING THE CITY MANAGER TO EXECUTE THE JOINT POWERS AGREEMENT

Attachments:

1. Resolution
2. LA Impact Joint Powers Agreement

RECOMMENDATION

Staff recommends that City Council (1) adopt the resolution approving the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force Joint Powers Agreement ("LA-IMPACT JPA"), thus authorizing the City's membership in the LA IMPACT Authority; and (2) move to authorize the City Manager to execute the Joint Powers Agreement.

INTRODUCTION

Originally established in 1991, the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (LA 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.

LA IMPACT is one of the most prolific, innovative and progressive crime Task Forces in the country through its wide range of abilities and expertise. Many of the Task Force members are seasoned investigators from a myriad of different disciplines who possess

expertise on all aspects of law enforcement. This enables LA IMPACT to provide a diverse range of investigative and enforcement services in the areas of property crimes, financial crimes and crimes against persons, in addition to narcotic enforcement based on the needs of the participating cities. The Task Force is known for its surveillance capabilities and possesses the most extensive surveillance resources in California.

If approved this agreement would allow the City to assign a Police Department employee to the LA IMPACT Task Force. Membership in the Task Force would provide the City with access to resources and capabilities that are offered regionally.

DISCUSSION

The LA IMPACT Joint Powers Authority became effective in 2011 after ten (10) cities gave their authorization and executed the agreement. LA IMPACT is governed by a Board of Directors, which is comprised of the President of the Los Angeles County Police Chief's Association, the Police Chief of the law enforcement agency of each member City, the Los Angeles County Sheriff or Undersheriff, and a representative of any Federal or State agency which is a Member. The Board has also established a thirteen (13) member Executive Committee, which includes the President of the Los Angeles County Police Chief's Association and the Chair of the Authority. An Executive Director administers the daily business and activities of the Authority, subject to the general supervision and policy direction of the Board of Directors and the Executive Committee. The Executive Director provides for the appointment of support staff as may be necessary.

The Police Department intends to assign one sergeant to the LA IMPACT Task Force on a full-time basis. This sergeant will act in a supervisory capacity while on the Task Force and will be supervised on a day-to-day basis by a Task Force lieutenant. However, he will remain functionally supervised and responsible to a BHPD lieutenant who is not assigned to the Task Force.

The cost of participation is the salary and benefits associated with a sergeant who would be assigned to the Task Force. This would include his or her base salary including all associated bonuses, plus up to a maximum of ten hours of paid overtime per month. Any overtime worked in excess of the ten hours will be paid by LA IMPACT. The primary benefits received by the City for its contribution to the Task Force are the manpower and resources that would become available to the Police Department. These benefits far exceed the cost associated with the single dedicated employee that would be committed to the Task Force. Additionally, LA IMPACT actively seizes cash and non-cash assets from criminals as part of the State and Federal Asset Forfeiture programs. On a quarterly basis, LA IMPACT distributes received program funds amongst the participating cities. The seized amounts distributed to participating agencies in fiscal year 2013-14 varied based on agency participation. The typical disbursements ranged from \$21,047.32 to \$42,094.64 for similar agencies.

It is the Department's belief that participation in LA IMPACT will act as a force multiplier that will bring manpower and resources to the City well over and above what its individual contribution to the program requires. Although the Department is not up to full staffing of Police Officers at this time, staff does anticipate filling all vacancies by early 2016, so this is a short term deficit. The one sergeant position that would be allocated to LA IMPACT is not anticipated to cause any undue hardship in scheduling or deployment issues. Staff is confident that the Department will be able to maintain daily minimum deployment levels set for field supervisors and, as stated above, the "force

multiplier” effect will actually increase the effective staffing levels available to fight or suppress crime within our borders.

Upon request, LA IMPACT will commit a team or teams of officers to address crime issues. As an example, if the City were experiencing a rash of residential burglaries in a specific part of the City, the typical approach the Department would currently take to address the problem is to staff a temporary crime suppression unit utilizing BHPD officers, many of whom are assigned on an overtime basis. With participation in LA IMPACT, the Department could get specialized burglary suppression teams assigned by the Task Force to work within our City on an undercover basis at no additional expense to the City. This will allow the department to maintain normal field operations without having to reallocate resources from other areas within the department.

The City has been a past participant in the LA IMPACT program. The City left LA IMPACT 2006 because it used to be primarily focused on narcotics enforcement. At that time, the Department had minimal narcotics enforcement activity in the City of Beverly Hills and was not utilizing the vast resources available from LA IMPACT to address local crime issues. In contrast, today’s LA IMPACT has expanded their focus to include burglaries, robberies and other organized criminal activities that affect the individual participating cities. Recognizing that criminals do not stay exclusively within City boundaries, LA IMPACT takes a regional approach to enforcement and makes their resources (manpower, equipment and technology) available to the participating cities.

Rejoining the Task Force will serve to act as a force multiplier for the Police Department, thereby providing manpower and resources not currently available to the City. In addition, our participation will provide valuable networking opportunities with other local, state and federal law enforcement agencies thereby allowing us to take a more regional approach to our crime prevention and enforcement efforts.

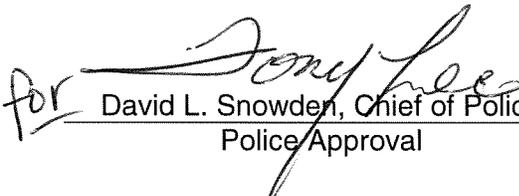
FISCAL IMPACT

The City will continue to be responsible for the base salary and benefits for the sergeant assigned to the Task Force. The Police Department will be assigning one of its existing Sergeants to be part of the LA IMPACT Task Force. Instead of physically being stationed in the Police Department Headquarters, the assigned Sergeant would physically report to LA IMPACT.

In addition, the City will be financially responsible for the first ten (10) hours of overtime worked by this employee in any given month. Any overtime hours (wages) in excess of these first ten (10) hours will be the financial responsibility of the Task Force. Although the City will directly pay the employee, the City shall be reimbursed for the overtime wages each month by LA IMPACT.

The Task Force distributes Asset Forfeiture revenues to participating cities quarterly on a formula basis. The amount of these revenues is dependent on many factors beyond the City’s and Task Force’s control. However, they are not anticipated to fully offset the salary and benefits borne by the City.


Don Rhoads, Director
Finance Approval


for David L. Snowden, Chief of Police
Police Approval

Attachment 1

RESOLUTION NO. 15-R-_____

RESOLUTION OF THE COUNCIL OF THE CITY OF
BEVERLY HILLS APPROVING THE LOS ANGELES
INTERAGENCY METROPOLITAN POLICE APPREHENSION
CRIME TASK FORCE JOINT POWERS AGREEMENT (LA
IMPACT JPA) AS AMENDED BY AMENDMENT NO. 1 TO
THE LA IMPACT JPA AGREEMENT

The Council of the City of Beverly Hills does hereby resolve as follows:

Section 1. Pursuant to the City of Beverly Hills' ("City") 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 Joint Powers Agreement ("LA IMPACT JPA"), as amended by Amendment No. 1 to the LA IMPACT JPA, attached hereto and incorporated herein, is approved, thereby authorizing the City's membership in the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force Authority.

Section 2. City hereby appoints the Mayor as the agent of City and is authorized and directed to execute the LA IMPACT JPA, as amended, to effectuate the intent of this Resolution.

Section 3. The City Clerk shall certify to the adoption of the Resolution and shall cause the Resolution and his certification to be entered in the Book of Resolutions of the Council of the City.

Adopted:

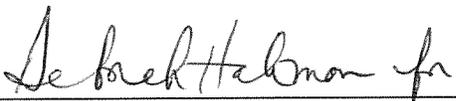
JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



LAURENCE S. WIENER
City Attorney

MAHDI ALUZRI
Interim City Manager



DON RHOADS
Director of Administrative Services/Chief Financial Officer


for _____
DAVID L. SNOWDEN
Chief of Police

Attachment 2

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.



LOS ANGELES INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME TASK FORCE

JPA Members

	<u>AGENCY</u>	<u>REPRESENTATIVE</u>
1	CA DOJ - BNE	Kent Shaw, Chief of DOJ
2	City of Alhambra	Mark Yokoyama, Chief of Police
3	City of Arcadia	Bob Guthrie, Chief of Police
4	City of Azusa	Sam Gonzalez, Chief of Police
5	City of Baldwin Park	Michael Taylor, Chief of Police
6	City of Bell Gardens	Robert Barnes, Chief of Police
7	City of Burbank	Scott LaChasse, Chief of Police
8	City of Claremont	Paul Cooper, Chief of Police
9	City of Covina	Kim Raney, Chief of Police
10	City of Culver City	Scott Bixby, Chief of Police
11	City of Downey	Carl Charles, Chief of Police
12	City of El Segundo	Mitch Tavera, Chief of Police
13	City of El Monte	Steve Schuster, Chief of Police
14	City of Gardena	Edward Medrano, Chief of Police
15	City of Glendale	Rob Castro, Chief of Police
16	City of Glendora	Timothy Staab, Chief of Police
17	City of Hawthorne	Robert Fager, Chief of Police
18	City of Hermosa Beach	Sharon Papa, Chief of Police
19	City of Huntington Park	Jorge Cisneros, Chief of Police
20	City of Inglewood	Mark Fronterotta, Chief of Police
21	City of Irwindale	Tony Miranda, Chief of Police
22	City of La Verne	Scott Pickwith, Chief of Police
23	City of Long Beach	Robert Luna, Chief of Police
24	City of Los Angeles	Kevin McCarthy, Commander
25	City of Manhattan Beach	Eve Irvine, Chief of Police
26	City of Monrovia	James Hunt, Chief of Police
27	City of Montebello	Kevin McClure, Chief of Police
28	City of Monterey Park	Jim Smith, Chief of Police
29	City of Palos Verdes Estates	Jeff Kepley, Chief of Police
30	City of Pasadena	Philip L. Sanchez, Chief of Police
31	City of Pomona	Paul Capraro, Chief of Police
32	City of Redondo Beach	Joe Leonardi, Chief of Police
33	City of San Fernando	Robert Parks, Chief of Police
34	City of San Gabriel	David Lawton, Chief of Police
35	City of San Marino	Tim Harrigan, Chief of Police
36	City of Santa Monica	Jacqueline Seabrooks, Chief of Police
37	City of Sierra Madre	Larry Giannone, Chief of Police
38	City of Signal Hill	Michael Langston, Chief of Police



LOS ANGELES INTERAGENCY METROPOLITAN POLICE APPREHENSION CRIME TASK FORCE

JPA Members

	<u>AGENCY</u>	<u>REPRESENTATIVE</u>
39	City of South Pasadena	Art Miller, Chief of Police
40	City of Torrance	Mark Matsuda, Chief of Police
41	City of West Covina	David Faulkner, Chief of Police
42	City of Whittier	Jeff Piper, Chief of Police
43	County of Los Angeles	James Wolak, Captain
	<u>Associate Members</u>	
1	CA Calexico	German Duran, Sergeant
2	CA CHP	D.W. Bower, Chief of Police
	<u>MOU Members</u>	
1	H.S.I	Claude Arnold, SAC

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

This Amendment to the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (L.A. IMPACT) Joint Powers Agreement (“Agreement”) is made and entered into by and between those public agencies duly organized and existing, which are parties signatory to the Agreement and listed on Exhibit A to the Agreement.

RECITALS

WHEREAS, the Members have entered into the Agreement which formed the public entity known as the Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force Authority (hereinafter the “Authority”); and

WHEREAS, Members of the Authority contribute their own personnel to a cooperative pool of personnel to provide service to the Authority; and

WHEREAS, the Agreement provides that the state of California may join the Authority as a Member; and

WHEREAS, Government Code section 6522 provides that the contracting participation goals set out in the Military and Veterans Code section 999 *et seq.* are to become part of any joint powers agreement entered into by the State of California; and

WHEREAS, the Members wish to amend the Agreement to include the state's contracting participation goals.

WHEREAS, the Agreement provides in Sections 14.03 and 14.04 that each Member will indemnify the Authority as well as other Members for the general liability and worker’s compensation liability caused by the Member’s contributed personnel who perform law enforcement or support functions; and

WHEREAS, the Agreement provides in Section 14.06 that the Authority will indemnify the Members for the general liability caused by staff employed by the Authority; and

WHEREAS, the Agreement also authorizes the Authority to enter into Associate Member Agreements with any public agency upon the approval of the Board; and

WHEREAS, the Members wish to amend the Agreement to extend the responsibility and indemnity provisions of Sections 14.03, 14.04 and 14.06 to Associate

Members, provided that Associate Members agree to indemnify the Authority, its Members, and its Associate Members in the same manner as Members under the Agreement.

NOW THEREFORE, in consideration of the foregoing, the Members agree to amend the Agreement as follows:

1. Section 5.01 paragraph (a) of Article 5 Powers shall be amended to read as follows: 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. The participation goals specified in Article 6, of Chapter 6 of Division 4 of the Military and Veterans Code, commencing with section 999, will apply to contracts executed by the Authority.

2. Section 4.02 Contents of Associate Membership Agreement shall be amended by adding subsection "g" as follows:

g) Contain provisions to provide indemnity to the Authority, its Members, and other Associate Members, such as is set forth in the Agreement sections 14.03, 14.04 and 14.06.

3. Section 14.03 Member Indemnity for General Liability of Contributed Employee shall be amended to read as follows:

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, the other Members and **Associate Members, and** 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.

4. Section 14.04 Member Indemnity for Workers Compensation Liability of Contributed Employee shall be amended to read as follows:

Member Indemnity for Workers Compensation Liability of Contributed Employee. Each Member shall fully indemnify and hold harmless the Authority, the other Members **and Associate Members, and their respective** 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.

5. Section 14.06 Authority Indemnity of Members shall be amended to read as follows:

Authority Indemnity of Members. The Authority shall protect, defend, indemnify, and hold free and harmless the Members **and Associate 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.

6. All terms and conditions set forth in this Amendment are incorporated by this reference into the Agreement. This Amendment modifies the Agreement only as expressly set forth above. This Amendment does not modify, alter or amend the Agreement in any other way whatsoever. Except as expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect.

7. This Amendment shall be effective upon the approval by a majority of the Members of the Authority. This Amendment may be signed in counterparts.

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

[Signature page for Amendment No. 1 to Joint Powers Agreement For Los Angeles Interagency Metropolitan Police Apprehension Crime Task Force (LA Impact JPA)]

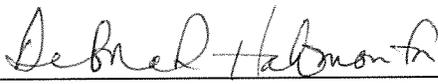
CITY: CITY OF BEVERLY HILLS,
a Municipal Corporation

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

ATTEST:

(SEAL)
BYRON POPE
City Clerk

APPROVED AS TO FORM:



LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

MAHDI ALUZRI
Interim City Manager



for DAVID L. SNOWDEN
Chief of Police



KARL KIRKMAN
Risk Manager