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AMENDMENT OF A JOINT POWERS AGREEMENT

(Government Code section 6503.5)

Instructions:

- Complete and mail to: Secretary of State, P.O. Box 942877. Sacramento, CA 94277-0001.
- Include filing fee of \$1.00. 2.
- Do not include attachments.
- A copy of the full text of the joint powers agreement and amendments, if any, must be submitted to the State

Controller's office. For address information, contact the State Controller's office at www.sco.ca.gov. Date of filing initial notice with the Secretary of State: February 15, 1980 File number of initial notice: JP 501 Name of the agency or entity created under the agreement and responsible for the administration of the agreement: Twin Cities Police Authority Agency's or Entity's Mailing Address: 250 Doherty Drive, Larkspur CA 94939 Title of the agreement: Joint Exercise of Powers Agreement For Police Services By And Between the City of Larkspur and the Town of Corte Madera Complete one or more boxes below. The agreement has been amended effective January 1, 2013 to: [X] Change the parties to the agreement as follows: Add new party Town of San Anselmo to original parties City of Larkspur and Town of Corte Madera [X] Change the name of the administering agency or entity as follows: From Twin Cities Police Authority to Central Marin Police Authority [X] Change the purpose of the agreement or the powers to be exercised as follows: Extend provision of police services to new party Town of San Anselmo [X] Change the short title of the agreement as follows: Amended Joint Powers Agreement By And Among the City of Larkspur, the Town of Corte Madera and the Town of San Anselmo Creating The Central Marin Police Authority [X] Make other changes to the agreement as follows: Add two new councilmembers from Town of San Anselmo to new six-member governing body, the Central Marin Police Council December 21, 2012 RETURN ACKNOWLEDGMENT TO: (Type or Print) Date Thomas F. Bertrand NAME Bertrand, Fox & Elliot Signature **ADDRESS** 2749 Hyde Street

CITY/STATE/ZIP | San Francisco, CA 94109

AMENDED JOINT POWERS AGREEMENT BY AND AMONG THE CITY OF LARKSPUR, THE TOWN OF CORTE MADERA AND THE TOWN OF SAN ANSELMO

CREATING THE

CENTRAL MARIN POLICE AUTHORITY

January 1, 2013

AMENDED JOINT POWERS AGREEMENT

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AMENDED JOINT POWERS AGREEMENT

This Amended Joint Powers Agreement (the "Agreement") is entered into and is effective January 1, 2013 (the "Effective Date") by and among the City of Larkspur, a municipal corporation ("Larkspur"), the Town of Corte Madera, a municipal corporation ("Corte Madera") and the Town of San Anselmo, a municipal corporation ("San Anselmo"), each a "Member" and collectively referred to as "Members," to amend and restate that prior joint powers agreement dated January 30, 1980 between Larkspur and Corte Madera which created a consolidated police authority (the "Twin Cities Police Authority").

RECITALS

- A. Larkspur, Corte Madera and San Anselmo each have the authority and responsibility under California law to provide police services to their citizens within their respective jurisdictions.
- B. Each of the Members is a public agency authorized and empowered to contract with all the other Members for the joint exercise of powers under the Joint Exercise of Powers Act, Sections 6500, *et seq.* of the California Government Code (the "Act").
- C. Larkspur and Corte Madera previously formed the Twin Cities Police Authority pursuant to a Joint Powers Agreement executed January 30, 1980, under which they successfully have provided consolidated police services to both jurisdictions for the past 32 years.
- D. Larkspur, Corte Madera and San Anselmo are "like" local public entities, being municipalities in close geographical proximity, having similar police protection needs, police departments, salaries, benefit and retirement programs, and have a history of coordination and cooperation among each other.
- E. The Twin Cities Police Authority and San Anselmo for the past two years have entered into multiple agreements under which they have shared police services which has led to even greater cooperation, coordination, cost savings and higher levels of service to the public.
- F. Consolidation of Larkspur's, Corte Madera's and San Anselmo's police services into a single public entity will provide even more enhanced police protection in all three communities, a more efficient organizational structure, and significant command and administrative benefits, all resulting in less costly but better quality police services.
- G. It is the Members' desire, at the same time, to maintain the small-town character of their consolidated police services, and at all times have the Authority remain administratively and operationally sensitive and responsive to the individual police services philosophies, needs, and priorities of each individual Member.

- H. The Members further desire to promptly identify police service needs and differences that may arise from time to time among themselves, and to resolve such differences in a fair, timely, economical, equitable, and cooperative manner. It is the Members' desire to insure that their consolidated police authority is governed and managed by consensus whenever possible, and the governance provisions of this Agreement are designed to achieve such a result.
- I. The Members wish to enter into this Agreement to: (i) amend and restate relevant portions of the original joint powers agreement dated January 30, 1980; (ii) to add San Anselmo as a full and voting member of the Authority; (iii) to change the name of the Authority; (iv) to change the composition of the Police Council; (v) to change the management of the Authority; (vi) to set forth the Members' ownership rights as to the assets, liabilities and reserves of the Authority; and (vii) to make certain other amendments and modifications as agreed upon among the Members.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

AMENDED AGREEMENT

Sec 1. Authority Purpose and Composition.

1.1 Purpose

This Amended Agreement is made pursuant to the Act providing for the joint exercise of powers common to the Members. The purpose of this Amended Agreement is to create and provide for the operation and management of the Central Marin Police Authority, which will render police services to the communities of Larkspur, Corte Madera and San Anselmo.

1.2 Creation of New Authority

Pursuant to the Act, there is hereby created a public entity which supersedes the preexisting entity, and which is a public entity separate from Larkspur, Corte Madera and San Anselmo, and which shall administer this Amended Agreement.

1.3 Initial Agreement Superseded.

The Authority, initially established as of January 30, 1980 by the Initial Agreement, is hereby expanded as of the Effective Date to include as Members the parties hereto. This Agreement amends, restates and supersedes the Initial Agreement in its entirety as of the Effective Date.

1.4 New Entity Name.

The entity operated by the Authority under the name "Twin Cities Police Authority" shall henceforth be referred to as the "Central Marin Police Authority." From and after the Effective Date, the Authority shall use reasonable efforts to utilize and operate under the name

"Central Marin Police Authority" in official communications and transactions, and to discontinue use of the name "Twin Cities Police Authority" which, as used in this Amended Joint Powers Agreement in reference to assets and liabilities, means assets and liabilities exclusive to Members Larkspur and Corte Madera.

1.5 New Members.

The Police Council may set the terms and conditions for admitting new Members (either individually or generally) that it deems appropriate. However, new members may be admitted to the Authority only upon majority vote of each of the Larkspur City Council, the Corte Madera Town Council and the San Anselmo Town Council.

Sec 2. Governance.

2.1 Authority Police Council.

The Authority shall be governed by a Police Council (the "Police Council") which shall formulate and set policy and exercise the powers set forth in this Agreement to accomplish its purpose. The Police Council shall consist of six (6) voting individuals (each a "Councilmember"), two (2) of whom shall be appointed by and serve at the pleasure of the Larkspur City Council, two (2) of whom shall be appointed by and serve at the pleasure of the Corte Madera Town Council, and two (2) of whom shall be appointed by and serve at the pleasure of the San Anselmo Town Council; provided, however, that each shall be an elected or appointed Councilmember of the Member by which he or she is appointed.

2.2 Alternates.

Each Member shall also appoint an alternate to serve in a Councilmember's place at any meeting of the Police Council. Any such alternate shall be an elected or appointed Councilmember of that Member.

2.3 Meetings Of The Police Council.

- a. **Conducting Meetings.** The Police Council shall hold regular meetings at least quarterly and may adopt such procedures and resolutions for conducting such meetings and other business as the Police Council deems appropriate. All meetings of the Police Council including, without limitation, regular, adjourned regular, and special meetings shall be called, noticed and conducted in accordance with the provisions of the Ralph M. Brown Act, Sections 54950 *et seq.* of the California Government Code.
- b. **Quorum.** The presence of a majority of the Police Council including at least one (1) Councilmember representing each Member shall constitute a quorum for the transaction of Authority business. Less than a quorum may adjourn or continue meetings from time to time.
- c. **Police Council Officers.** The Police Council shall have a Chairperson to preside at and conduct all meetings and a Vice Chairperson who shall succeed the Chairperson

and preside in absence of the Chairperson. The offices of Chairperson and Vice Chairperson shall be filled annually in a manner to be determined by resolution.

- d. Police Council Secretary, Meeting Minutes. The Police Council shall appoint a Secretary/Clerk who shall cause to be kept written minutes of all Police Council meetings and shall perform such further duties and functions as are assigned by the Police Council.
- e. **Voting, Decision-Making.** Each Councilmember or his or her alternate shall be entitled to one (1) vote. Any decision of the Police Council shall require a minimum of four (4) votes to be effective, subject to the following:
- Member's cost-sharing percentage (as set forth in Section 8 below) made after adoption of the annual budget, or any revision of the adopted budget that results in an increase in an annual Member's contribution, or the making of any single expenditure of Authority funds in excess of three percent (3%) of the adopted operating budget of the Authority, or the closing of any existing police stations, or the issuance of any bonds, shall require the unanimous vote of the full Police Council.
- (ii) Multi-Member Majority. In the spirit of Recital H above, all other actions of the Police Council, except those specified in Section 2.3e(iii) below, shall require a majority vote of the Police Council, which majority must include at least one (1) vote by a Councilmember from each Member. However, if a motion fails because the majority does not include at least one (1) vote by a Councilmember from each Member, then any Councilmember may reintroduce that motion at a subsequent Police Council meeting.
- (iii) Exception To Multi-Member Majority. Annual administration of the bonds issued to finance construction of the Twin Cities Police Authority's new facility, referenced in Section 4.4 below, requires that the Police Council each year set the special tax levied in the Community Facilities District funding these bonds, until such time as these bonds are fully paid off. Pursuant to said Section, San Anselmo has no responsibility for these bonds or for the Twin Cities Police Authority's ongoing obligation for its share of the MERA bond payments also referenced in Section 4.4. San Anselmo agrees that its Councilmembers sitting on the Police Council shall abstain from voting upon any matters involving the aforementioned bonds or any similar such matters requiring action solely by Members Larkspur and Corte Madera, acting as the Twin Cities Police Authority, that do not affect or are not the responsibility or obligation of San Anselmo. For the limited purpose of transacting business under this subsection, a quorum of the Police Council is defined as a majority of the four Councilmembers from Larkspur and Corte Madera.
- f. **Bylaws.** The Police Council may adopt from time to time any and all bylaws, rules, or regulations for the conduct of its meetings and affairs as are necessary for the purposes hereof, provided that all such bylaws, rules, and regulations are consistent with all provisions of this Agreement.

Sec 3. Powers And Duties Of Authority.

3.1 General Powers Of Authority.

The Authority shall exercise in the manner herein provided the powers common to each of the Member Agencies and necessary to the accomplishment of the purposes of this Agreement. As provided in the Act, the Authority shall be a public entity separate from the Members.

3.2 Specific Powers Of Authority.

The powers of the Authority to be exercised by or under direction of the Police Council shall include:

- a. Setting policies.
- b. Adopting an annual budget.
- c. Employing personnel, consultants, advisors, and independent contractors; setting parameters for labor negotiations; and ratifying labor agreements.
- d. Entering into contracts, leases, and other agreements, which may include a contract for administrative and fiscal services and a contract with a Certified Public Accountant for annual audit services, and may include mutual aid or automatic response agreements or contracts for service to other jurisdictions.
- e. Applying for, receiving, and disbursing grants, loans, or other funds from any private or public agency.
 - f. Setting fees for service where permitted by law.
 - g. Receiving, disbursing, and investing funds.
- h. Purchasing and holding title to property, subject to the limitations of Section 9.1 hereunder.
- i. Issuing revenue bonds pursuant to California Government Code Section 6540, et seq.
 - j. Obtaining in its own name all necessary permits, licenses, opinions, and rulings.
- k. Expending funds of the Authority only for the purpose of carrying out the provisions of this Agreement as they now exist or may hereafter be amended. Such powers shall be exercised in the manner provided in the Act subject only to such restrictions as set forth in this Agreement or other applicable law.
 - 1. Suing and being sued in its own name.

- m. Carrying out and enforcing all of the provisions of this Agreement.
- n. Other powers and duties incidental to those enumerated herein.

3.3 Duties Of Authority.

The police services provided by the Authority to the public within the Members' respective jurisdictions, and to those persons, agencies, and/or entities who may contract with the Authority for such services, shall include:

- a. Coordination of public safety response of all police services in connection with natural disasters, catastrophic incidents, and similar such events.
 - b. Police patrol services, including traffic enforcement patrols and related services.
- c. Enforcement of all State and local laws and statutes, including all applicable local ordinances adopted by Members.
- d. Police station maintenance subject to Section 9 below, and repairs of equipment and vehicles owned and/or utilized by the Authority.
- e. Training and equipping special response teams and other such specialty units as are formed and maintained from time to time.
- f. Coordination of personnel, equipment, resources, communications and mutual/automatic aid with surrounding jurisdictions.
- g. Management and supervision of staff needed to carry out the police services provided, including a comprehensive personnel training program.
- h. Conducting and/or coordinating appropriate emergency preparedness and public education programs.
- i. Such other police services as may be added in the future by resolution of the Police Council.

3.4 Assumption Of Responsibilities By Authority.

No later than 45 days after the Effective Date, San Anselmo shall appoint its two members of the Police Council, and the Secretary/Clerk shall give notice of the first meeting of the Police Council. At said meeting, the Police Council shall provide for its regular meetings and carry out such further business, consistent herewith, as it deems proper.

3.5 Delegation Of Powers, Transfer Of Records And Accounts.

Each of the Members hereby delegates to the Authority consistent with the provisions herein, the power and duty to maintain, operate, manage and control all of the police protection

facilities, equipment, resources, and property of each of the Members within its respective territorial jurisdictions, including without limitation all police stations, land, buildings, and police equipment, and to employ the necessary personnel to do any and all other things necessary or desirable to provide continued efficient and economical police services to the communities. Each Member shall transfer to the Authority all police records, including personnel, accounts, and property records, which relate to the providing of police services and which are necessary or desirable in the judgment of the Management Committee to allow the Authority to function.

Sec 4. Limitations On Powers.

4.1 Reserved Powers.

Legislative, administrative, and quasi-judicial powers not delegated to the Authority by this Agreement are reserved to the respective City and Town Councils of the Members.

4.2 Members' Restrictions.

Exercise of the common powers enumerated in Section 3.1 above shall be subject to such restrictions as exist for each Member independently.

4.3 Liability And Co-Obligations Of Authority.

The debts, assets, liabilities and obligations of the Authority shall be solely the debts, assets, liabilities, and obligations of the Authority and not of its Members.

4.4 Existing And Future Bond Obligations.

The Twin Cities Police Authority prior to the Effective Date formed a Community Facilities District within its jurisdictional boundaries and issued bonds to finance construction of its new police facility. Repayment of these bonds is financed solely from the special taxes levied in this CFD, and not from any separate obligation or liability of the Twin Cities Police Authority, Larkspur or Corte Madera. After the Effective Date, repayment of these bonds shall continue to be funded solely from the special taxes levied in the CFD until such time as the bonds are fully paid off, and San Anselmo shall have no liability or obligation whatsoever for these bonds. Likewise, the Twin Cities Police Authority and San Anselmo, as members of the MERA JPA, are each responsible for annual bond payments associated with the initial cost of the MERA infrastructure and the radio equipment purchase incurred prior to the Effective Date. The original 1999 MERA bonds were refinanced in 2010 and run through 2021. These MERA bond payments due after the Effective Date shall remain solely the responsibility of San Anselmo and of the Twin Cities Police Authority, and the newly-constituted Authority shall have no liability or obligation with respect to such MERA bond payments. If any new bonds after the Effective Date are issued by the reconstituted Authority and remain outstanding, the Members benefiting from the bonds may not withdraw from the Authority until the bonds have been paid or adequate provision has been made for such payment.

4.5 Reorganization.

No Member shall, without the written consent of each of the other Members, which consent may be granted or denied in such Member's sole discretion, seek or support via petition or otherwise any jurisdictional reorganization under the Cortese-Knox-Hertzberg Local Government Reorganization Act, Sections 56000, et seq., of the California Government Code, as amended, or otherwise, that could result in the annexation, detachment, merger, consolidation, division, or dissolution of the Authority, or any Members of the Authority.

Sec 5. Personnel.

5.1 Management Committee.

The management of the Authority shall be vested in the Management Committee. The three-person Management Committee shall consist of the City Manager for Larkspur, the Town Manager for Corte Madera and the Town Manager for San Anselmo. The Management Committee shall have the power:

- a. To execute any contract up to an amount consistent with the Authority's purchasing ordinance and/or policies for capital costs of special services, equipment, materials, supplies, maintenance, or repair that involves an expenditure by the Authority within budgetary limits approved by the Police Council;
- b. To approve the hiring or termination of all personnel of the Authority proposed by the Chief of Police, and to consult with and give direction to the Chief of Police regarding other significant personnel decisions;
- c. To expend funds of the Authority and enter into contracts, whenever required for the immediate preservation of the public peace, health, or safety;
- d. To sell any personal property of the Authority up to a value consistent with the Authority's purchasing ordinance and/or policies;
- e. To authorize the settlement or compromise of damage claims against the Authority in the maximum amount provided for in the Government Code, and to recommend settlement or rejection of claims beyond said amount;
 - f. To represent the Authority in meet-and-confer sessions;
- g. To administer the priorities and policies established by the Police Council for police services of the Authority; and
- h. To perform such other duties as may be assigned by the Police Council, and to report at such times and concerning such matters as the Police Council may require.

5.2 Fiscal Officer.

The Fiscal Officer shall be the depository for and shall have custody of all of the accounts, funds, and money of the Authority from whatever source. The Fiscal Officer shall have the duties and obligations set forth in the Act, and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. Pursuant to the Act, the Fiscal Officer shall have charge of, handle, and have access to all records relating to accounts, funds, and money of the Authority; and the Management Committee shall have charge of, handle, and have access to all other records of the Authority. The Police Council shall appoint the Fiscal Officer following consultation with the Management Committee.

5.3 Chief Of Police.

The Chief of Police shall be appointed by and serve at the pleasure of the Management Committee. The Chief of Police shall report to the Police Council through the Management Committee.

5.4 Legal Advisor.

The Police Council shall appoint a legal advisor to the Authority who shall perform such duties as may be prescribed by the Police Council.

5.5 Other Employees.

All other employees shall be appointed by the Chief of Police subject to the approval of the Management Committee.

Sec 6. Fiscal Year, Annual Budget.

6.1 Fiscal Year.

The Authority's fiscal year shall be the twelve (12) month period commencing each July 1 and ending on the following June 30.

6.2 Annual Budget.

The Authority shall operate only under an approved and adopted fiscal year budget that includes appropriations for salaries and benefits, services and supplies, capital expenditures and reserves. The Authority may not operate at a deficit.

6.3 Budget Process.

At the end of each fiscal year, the Management Committee and the Chief of Police shall recommend to the Police Council a budget for the ensuing fiscal year. This draft budget shall be published at least thirty (30) days prior to adoption of the final budget. Not later than June 15th of each year, the Police Council shall adopt a final budget for the ensuing fiscal year. The annual

budget may not be modified or amended after approval except pursuant to the terms of Section 2.3(e) above.

6.4 Control Accounting, Records and Accounts.

The Management Committee and the Chief of Police shall control and account for all expenditures under the adopted budget. The Authority shall cause to be kept accurate and correct books of account, showing capital costs, special services costs, and maintenance and operation costs of the Authority, and all financial transactions relating to the police facilities, which books of account shall correctly show any receipts and also any costs, expenses, or charges to be paid by the Authority. Said books and records shall be open to inspection at all times during normal business hours by any Member. The Fiscal Officer shall cause all financial records of the Authority to be audited by an independent public accountant or certified public accountant and a copy of the audit to be delivered promptly to each Member.

6.5 Certain Police Station Costs Excluded.

In accordance with Section 9 below, the budget shall not include costs of replacement or reconstruction of any Police Station owned by the Members, which costs shall remain the separate responsibility of the owning Member(s) as hereinafter provided.

Sec 7. Annual Contributions.

7.1 Obligations, Notifications.

Annually the Members shall pay to the Authority in care of its Fiscal Officer their respective Percentage Shares of the Authority's adopted budget and of approved increases therein, if any, in accordance with the formula referenced in Section 8 below. Not later than June 15 of each year, the Police Council shall notify each Member of its Percentage Share for the following year.

7.2 Monthly Payments.

Each Member shall pay an amount equal to one-twelfth (1/12th) of its annual Percentage Share on the first day of each month, beginning on the Effective Date. The Police Council may set a different payment schedule to provide for adequate cash flow for operations and maintenance expenses and/or capital expenditures if needed.

Sec 8. Cost Sharing.

8.1 Members' Percentage Cost Shares.

All costs shall be fairly and equitably allocated by the Members among themselves pursuant to an agreed-upon percentage share for each Member. The Members hereby acknowledge and agree that all costs will be shared or split equally among themselves save for those costs relating to Patrol Services/Field Operations which they shall allocate to each member pursuant to an agreed-upon funding formula. The Members shall agree upon their respective

percentage shares prior to the Effective Date, which percentage shares may thereafter be adjusted pursuant to Section 8.2 below.

8.2 Adjustments of Percentage Shares.

The Members' percentage shares referenced in Section 8.1 above may be adjusted annually at the time of the budget process set forth in Section 6.3 above.

8.3 New Member Adjustment of Percentage Shares.

The Percentage Shares set forth in Section 8.1 above may also be revised at any time by the Police Council by unanimous vote to accommodate the addition, if any, of new members or consolidations among Members.

8.4 Termination Adjustment of Percentage Shares.

In the event that a Member gives notice to withdraw from the Authority in accordance with Section 14 below, the remaining Members shall promptly enter into negotiations to determine the Percentage Shares for the remaining Members following that Member's withdrawal.

Sec 9. Police Stations.

9.1 Ownership.

The existing two police stations, one owned by the Twin Cities Police Authority located at 250 Doherty Drive, Larkspur, and the other owned by San Anselmo located at 525 San Anselmo Avenue, San Anselmo, shall remain in the ownership of the respective parties, but the Authority shall have the custody, use, and control of them during the term of this Agreement; provided, however, that said custody, use, and control shall be subject to review and input by any Member according to the specific needs of a Member for public purposes. The Authority and Members shall, in good faith, consider the needs of the public with respect to any request for use and control of the existing police stations.

9.2 Authority Occupancy of San Anselmo Police Station.

The Authority and San Anselmo shall enter into the appropriate lease agreement setting forth the terms and conditions under which the Authority shall occupy the police station owned by San Anselmo.

9.3 Police Station Maintenance.

a. Maintenance By Members. Consistent with Section 9.2 c. below, the respective Members owning each police station shall be responsible for the maintenance, repair, replacement, and improvements to the building structure, mechanical systems, electrical, plumbing, and exterior infrastructure (i.e., roof coverings, driveway, etc.). The Members are not responsible for (i) the maintenance or repair of any systems that have been installed by the

Authority and are unique to police service operations (e.g., dispatch/radio systems, computer networks, etc.), and (ii) the cost of performing any such maintenance or repairs caused by the negligence of the Authority or its employees, agents, servants, licensees, contractors, or invitees.

- b. Maintenance By Authority. The Authority shall be responsible for routine maintenance of the two police stations, interior decorating, landscaping, and fire alarm systems. The Authority is also responsible for the maintenance, repair, replacement, and improvements of the dispatch telecommunication systems and all systems that have been installed by the Authority and are unique to police service operations (e.g., dispatch/radio systems, computer networks, etc.).
- c. Building Replacement Reserve Funds. Larkspur and Corte Madera, before the Effective Date and pursuant to written agreement between them, as well as pursuant to their respective City Council and Town Council resolutions, have established and are making scheduled payments into a building replacement reserve fund for the maintenance and upkeep of the police station/facility owned by the Twin Cities Police Authority. Maintenance and upkeep of the police station owned by San Anselmo shall be consistent with the terms and provisions of the lease agreement between the Authority and San Anselmo as well as Section 9.3a and 9.3b above.

9.4 Casualty Damage.

If any fire or other casualty (whether insured or uninsured) renders all or any portion of a police station unsuitable for safe and healthy occupancy, then the Member(s) owning the police station shall, with reasonable promptness after the occurrence of such damage, estimate the time that will be required to substantially complete the repair and restoration and shall notify the Authority in writing of such estimate promptly upon its completion. The owning Member(s) shall then proceed with reasonable promptness and diligence to complete the repair and restoration of the police station to its condition as existed prior to such casualty, subject to building codes then in effect. The Authority acknowledges that the owning Member(s) shall be entitled to the full proceeds of any insurance coverage for damage to the police station, whether carried by the Member(s) or the Authority, except for those proceeds of the Authority's insurance (including endorsements, if any) of its own losses such as personal property coverage. In no event shall the Authority be entitled to any compensation or damages from the owning Member(s) for loss of use of the whole or any portion of a police station or for any inconvenience or annoyance occasioned by any such damage, destruction, rebuilding, or restoration of a police station or access thereto, except to the extent business interruption or similar insurance coverage is provided.

Sec 10. Capital Assets Other Than Police Stations.

10.1 Existing Capital Assets.

The capital assets, including but not limited to police vehicles, equipment, station furnishings, office equipment, all police service-related capital assets, and any existing judgments or other outstanding obligations as of the Effective Date of this Agreement, listed in Exhibit A attached hereto and incorporated herein by reference (collectively, the "Existing

Capital Assets"), shall remain the property of the respective, designated Member(s) until and unless the Members agree otherwise. In the event of a termination of this Agreement or the withdrawal of a Member from this Agreement, the Existing Capital Assets shall revert to the respective, designated Member(s) in the ownership proportions so stated. Provided, however, that if there is a good faith dispute regarding appropriate proportions and/or divisions, the Members shall participate in the dispute resolution process set forth in Section 15 below. Notwithstanding the foregoing, the custody, use, and control of all such assets shall be transferred on the Effective Date to the Authority, which shall be responsible for operation, maintenance, and repairs as to Existing Capital Assets.

10.2 Authority Capital Assets.

All replacements of Existing Capital Assets and all capital assets acquired by the Authority from and after the Effective Date (collectively, the "Authority Capital Assets") shall be purchased by the Authority, and the Members shall have ownership proportions in accordance with the Percentage Shares referenced in Section 8.1 above. The Authority shall maintain the Existing Capital Assets and the Authority Capital Assets and monitor their conditions so as to replace or reconstruct them in accordance with the Authority's minimum requirements based on latest technology. The Authority may undertake revenue bond financing pursuant to California Government Code Sections 6540, et seq., to acquire Authority Capital Assets.

10.3 Existing Equipment Obligations.

San Anselmo has no existing equipment obligations as of the Effective Date. The Twin Cities Police Authority has an outstanding vehicle lease for four (4) patrol cars, which lease currently is in the third year of a three-year lease. After the Effective Date, all responsibility for payments under this vehicle lease shall continue to be the sole responsibility of the Twin Cities Police Authority and will not transfer to the newly-constituted Authority or to San Anselmo.

Sec 11. Transition Provisions.

11.1 Transitioning Personnel Pursuant To Transition Agreement.

A transition agreement has been negotiated and entered into between the Authority and the two involved employee Associations covering San Anselmo employees' incorporation into the newly-constituted Authority. Pursuant to this transition agreement, all San Anselmo employees as of December 31, 2012, will become Authority employees as of the Effective Date. All transitioning San Anselmo employees will maintain their current rank and original date of hire for seniority purposes, and as of the Effective Date will be covered under the Memorandum of Understanding in effect following the transition agreement. Accrued vacation leave, sick leave, and compensatory time of San Anselmo employees will transfer on the Effective Date to the Authority pursuant to the provisions set forth below.

11.2 Members' Obligations And Limitations For Pre-existing Financial Liabilities.

a. Limitations.

- shall not be deemed to have assumed, or be in any way liable for or subject to or have any obligation for or with respect to, any liabilities or obligations of the pre-existing Authority of any kind, nature, or description whatsoever, whether absolute, accrued, contingent, known, unknown, or otherwise, that were incurred by the Authority prior to the Effective Date. In addition, any payments, awards, or reimbursements to the pre-existing Authority accruing or arising out of events prior to the Effective Date shall remain its property, with the disposition determined by a majority vote of its Police Councilmembers.
- (ii) Except as provided in the subsections below, the Authority shall not assume, and shall not be deemed to have assumed, or be in any way liable for or subject to or have any obligation for or with respect to, any liabilities or obligations of San Anselmo of any kind, nature, or description whatsoever, whether absolute, accrued, contingent, known, unknown, or otherwise, that were incurred by San Anselmo prior to the Effective Date. In addition, any payments, awards, or reimbursements to San Anselmo accruing or arising out of events prior to the Effective Date shall remain the property of San Anselmo.
- b. Other Post-Employment Benefits ("OPEB"). Relative to CalPERS Medical Program benefits, the Authority shall be responsible for OPEB liabilities and the payment of the ARC (Annual Required Contribution) for employees of the Authority beginning on the Effective Date (including any new employees, continuing Twin Cities Police Authority employees, and San Anselmo employees who are becoming Authority employees) and all future retirees. All OPEB and ARC liability for San Anselmo retirees will remain with San Anselmo and will not transfer to the Authority. The Twin Cities Police Authority shall be responsible for OPEB liabilities and the payment of the ARC for Twin Cities Police Authority employees who retired before the Effective Date.
- c. Pre-Existing Retirement Employer Side Fund. Prior to the Effective Date, both the Twin Cities Police Authority and San Anselmo participated in either a CalPERS 3%@50 or a 3%@55 Safety Retirement Plan. In 2003, CalPERS established an "Employer Side Fund" for each participating entity to account for the difference between the funded status of the larger CalPERS pool to which it is assigned and the funded status of the participating agency. The parties agree that these pre-existing Employer Side Funds as of the Effective Date shall remain with the parties and shall not transfer to the newly-constituted Authority.
- d. Obligations For Future Payments For Previously-Incurred Service Credits. Obligations for future payments for previously-incurred service credits for both San Anselmo and the Twin Cities Police Authority shall be assumed by the newly-constituted Authority.
- e. Compensated Absence Liabilities. As of the Effective Date, the Twin Cities Police Authority and San Anselmo have liabilities in the form of accrued vacation leave, sick leave, and compensatory leave (the "Compensated Absence Liabilities"). San Anselmo also has liability for Holiday Equivalent Time Off (HETO) it has paid to its employees. With the admission of San Anselmo to the Authority, San Anselmo employees' sick leave, vacation leave,

and compensatory time balances will transfer to the Authority. Responsibility for these respective Compensated Absence Liabilities of the Twin Cities Police Authority and of San Anselmo has been negotiated by the parties and shall be resolved pursuant to the transition agreement covering these obligations.

11.3 Ending Fund Balances.

The total fund balance of the Authority existing as of January 1, 2013 shall become the beginning fund balance of the expanded Authority as of this Effective Date, and Members shall have ownership proportions therein in all fund balances of the Authority in accordance with their Percentage Shares referenced in Section 8.1. All cash reserves of the Twin Cities Police Authority as of December 31, 2012, shall remain the property of the Twin Cities Police Authority pursuant to its pre-existing percentage ownership shares.

11.4 Existing Workers' Compensation, Liability, And Unemployment Insurance Claim Obligations.

Both the Twin Cities Police Authority and San Anselmo currently are members of the Bay Cities Joint Powers Insurance Authority (BCJPIA) self-insurance pool. They each have existing workers' compensation and third-party liability claims asserted against them prior to the Effective Date, as well as unemployment insurance claims. All such claims incurred, accrued, or asserted prior to the Effective Date shall remain the sole responsibility of the Twin Cities Police Authority or of San Anselmo, and shall not be transferred to or assumed by the Authority. All new such claims incurred, accrued, or asserted after the Effective Date shall be the responsibility of the Authority.

Sec 12. Indemnification; Insurance.

12.1 Indemnification Of Members.

The Authority shall defend, indemnify, and hold harmless the Members and each Member's respective Council, managers, officers, agents, and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.

12.2 Authority Requirements.

The Authority shall maintain membership in one or more insurance pooling joint powers agencies established pursuant to the Act for purposes of workers' compensation, public liability, and property insurance (as to Authority Capital Assets and the Existing Capital Assets), and shall establish and maintain such self-insurance retention or other reserves as are required by said agencies.

12.3 Police Station Coverage.

As to the two police stations, owning Member(s) shall at all times throughout the term of this Agreement maintain adequate property/casualty insurance, updated annually.

Sec 13. Police Service To Other Jurisdictions.

Service to other jurisdictions or entities may be provided (a) by contract; (b) by amendment of this Agreement to add an additional Member or Members in accordance with Section 1.5 above; and/or (c) in accordance with State and County mutual aid plans.

Sec 14. Term, Termination And Withdrawal.

14.1 Term.

This Agreement shall commence on the Effective Date and shall continue in full force and effect for an indefinite term until terminated as set forth below.

14.2 Termination.

This Agreement may be terminated only by (a) a unanimous vote of the Police Council and a written agreement of all of the Members made on or before June 30th of any year, effective no sooner than the June 30th two (2) years thereafter, or (b) a jurisdictional reorganization under California law affecting any of the Members; provided, however that in all cases the Authority shall make proper provisions for the winding up of the Authority's affairs.

14.3 Effect Of Termination.

If upon termination the responsibility for police protection reverts to the individual Members, the remaining moneys and assets of the Authority including, but not limited to, the Existing Capital Assets, the Authority Capital Assets, the Ending Fund Balance, and any reserves of the Authority to be established, shall be apportioned and distributed to the Members in proportion to the applicable cost-sharing percentages; provided, however, that (i) said distribution may be deferred by the Police Council in whole or in part for a reasonable period as a reserve to meet liabilities known and unknown, and (ii) the Authority shall continue to exist for the purpose of disposing of all claims and performing all other functions necessary to wind up the Authority's affairs. Thereafter, the Authority shall be dissolved.

14.4 Withdrawal.

Any Member may terminate its participation in this Agreement and withdraw from the Authority upon written notice to the other Members first given on or before June 30th of any year, effective no sooner than June 30th two (2) years thereafter.

a. **Payments Upon Withdrawal.** If a Member terminates its participation in this Agreement and withdraws from the Authority, it shall pay its Percentage Share of the Authority's costs for which it is responsible to pay up to the effective date of its termination and withdrawal.

In addition, a withdrawing Member shall also pay its Percentage Share of (i) the Authority's remaining unpaid costs and debts as budgeted for the two (2) relevant fiscal years related to any and all tangible and intangible Authority property including, but not limited to, costs of equipment, leases, facilities, improvements, etc., (ii) any bonded indebtedness of the Authority incurred prior to the date of withdrawal, (iii) any unpaid contributions assessed against the Authority by the California Public Employees' Retirement System ("CalPERS") relating to the period during which the terminating Member was a Member, (iv) any unpaid contributions in connection with post-employment benefits other than pensions ("OPEB") as part of compensation for services rendered by Authority employees, and (v) the actual costs associated with its withdrawal including, but not limited to, Authority staff time required to change existing services and systems. All payments due under this Section 14.4(a) shall be paid not later than ninety (90) days following the date of termination and withdrawal.

Effect of Withdrawal. Termination of and withdrawal from this Agreement by b. any Member shall not be construed as a completion of the purpose of this Agreement. Remaining monies of the Authority shall be distributed to the respective Members in proportion to their Percentage Shares, provided said distribution may be deferred by the parties in whole or in part for up to five (5) years as a reserve to meet liabilities known and unknown. If a member withdraws from the Authority, then, to the extent that doing so does not substantially adversely impact the Authority's ability to continue to provide police protection services to the remaining Members, the withdrawing Member shall be entitled to its Percentage Share of the capital assets of the Authority accrued by the withdrawing Member as of the date of its withdrawal to permit the withdrawing Member to reestablish its ability to provide police protection to its jurisdiction; provided, however, that if there is a good faith dispute regarding whether the Member has accrued an interest in such assets, such Member shall utilize the mandatory dispute resolution process set forth in Section 15 below. Except as expressly provided otherwise in this Agreement, the Police Council shall have the reasonable discretion and authority to determine how to address any claims of ownership and/or possession of any Authority property by a withdrawing Member, provided, however, that if there is a good faith dispute regarding whether such property is owned by the Authority or by the withdrawing Member, such Member may utilize such dispute resolution process to determine such ownership.

Sec 15. Dispute Resolution Process.

Should any disagreement or dispute among the Members arise concerning interpretation, implementation, and/or enforcement of any of the terms or subject matter of this Agreement, the Members shall submit such dispute to mandatory mediation before an agreed-upon mediator, each involved Member to pay an equal share of the mediation fees and each involved Member to pay its own attorneys' fees and legal costs. Should the Members be unable to agree upon a mediator, they shall agree upon a mediation service and shall have that service select a mediator for them. Should mediation be unsuccessful, then the Members each agree that they shall submit their dispute to binding arbitration before a mutually-agreeable arbitrator. If they cannot agree upon an arbitrator, they shall select an arbitration service, which shall select an arbitrator for them. The involved Members each shall pay an equal portion of the arbitration fees and each Member shall pay its own attorneys' fees and legal costs, it hereby being agreed that the arbitrator shall have no authority to award attorneys' fees or costs to any prevailing party. The Members each hereby expressly waive any and all rights to have disputes under this

Agreement decided by court action, court trial, jury trial, or any other legal action of any kind or type, other than the mandatory mediation and binding arbitration process specified above. However, in emergency or extraordinary circumstances, Members may seek equitable or injunctive relief to preserve the status quo pending occurrence of the mediation/arbitration process specified above. It is the express intent of each Member to have any and all disputes under this Agreement resolved by the above-specified mediation/arbitration process and in as timely and economical manner as possible.

Sec 16. Entire Agreement.

This Agreement, together with its Exhibit A (which is incorporated herein by reference) constitutes the entire agreement among the Members as to the subject matter hereof, and may be altered or amended only by an instrument in writing duly executed by the Members.

Sec 17. Successors.

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

Sec 18. Modification Or Suspension.

This Agreement may be amended only by a written agreement executed by all members. In the event State or Federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions herein, such provision shall be modified or suspended only to the extent necessary to comply with such laws or regulations.

Sec 19. Severability.

If any term or provision of this Agreement shall to any extent be determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining terms or provisions of this Agreement are intended to be independently valid and enforceable to the full extent permitted by law.

Sec 20. Governing Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

Sec 21. Headings.

The section headings and titles contained in this Agreement are for the convenience of reference only and are not intended to define, limit, or describe the scope of any provision of this Agreement.

Sec 22. Consent.

Whenever any consent or approval is required by this Agreement, such consent or approval shall not be unreasonably withheld, conditioned, or delayed, except as otherwise specifically set forth herein.

Sec 23. Enforcement By Authority.

The Authority is hereby authorized to take or seek any or all legal or equitable actions or remedies permitted by law and consistent with Section 15 hereof to enforce this Agreement. Venue shall be in the Superior Court of the County of Marin, California.

Sec 24. Execution In Counterparts.

This Agreement may be executed on behalf of the respective Members in one or more counterparts, all of which collectively shall constitute one document and agreement.

IN WITNESS WHEREOF, the parties hereto have signed this instrument effective as of the date stated in the first paragraph hereof.

CITY OF LARKSPUR, a municipal corporation

ATTEST:

Dan Hillmer, Mayor

TOWN OF CORTE MADERA, a municipal corporation

ATTEST:

Diane Furst, Mayor

TOWN OF SAN ANSELMO, a municipal corporation

ATTEST:

(FOR Barbara Charibe

By: Kay Coleman, Mayor

EXISTING CAPITAL ASSETS

Twin Cities Police Authority Assets 12-31-12

Quantity	Description	Identifying Info Year	r Acquired
1. 1	Dodge Charger (P-1)	2B3CL1CT9BH593373	2011
2. 1	Dodge Charger (P-2)	2B3KA43T29H631782	2009
3. 1	Dodge Charger (P-3)	2B3KA43T49H631783	2009
4. 1	Dodge Charger (P-4)	2B3KA43T89H631785	2009
5. 1	Dodge Charger (P-6)	2B3CL1CT7BH593372	2011
6. 1	Dodge Charger (P-7)	2B3CL1CT3BH593370	2011
7. 1	Dodge Charger (P-8)	2B3KA43H86H504929	2007
8. 1	Dodge Charger (P-9)	2B3KA43HX6H503605	2009
9. 1	Dodge Charger (P-10)	2B3KA43T69H631784	2009
10. 1	Chysler 300 (P-12)	2C3KA43RX6H218138	2006
11. 1	Chysler 300 (P-14)	2C3KA43R26H224676	2006
12. 1	Chevrolet Colorado (P-16)	1GCCS198858269426	2005
13. 1	Chrysler 300 (P-18)	2C3KA43R86H220289	2006
14. 1	Chysler 300 (P-20)	2C3KA53GX6H352779	2006
15. 1	Chrysler 300 (P-21)	2C3KA43R76H471093	2006
16. 1	Ford Econoline Van (P-21)	1FBSS31LX6HA58788	2006
17. 1	BMW 1200RTP (M-1)	WB10388007ZT11246	2007
18. 1	BMW 1200RTP (M-2)	WB10388027ZT11247	2007
19. 1	BMW 1200RTP (M-3)	WB10388017ZT12101	2007
20. 1	Ford Crown Vic (p-23)	2FAFP71WXXX103462	1999
21. 1	GM HMMWV (P-24)	171962	2007
22. 1	GM HMMWV (P-25)	149027	1997
23. 1	Dodge Charger (P-26)	2C3CDXAT4CH305542	2012
24. 1	Dodge Charger (P-27)	2C3CDXAT6CH305543	2012
25. 1	Electronic Sign Board Trailer 1N9MD11189F22		275 2010
26. 1	Radar TRAILER	1K9BS08162K118150	2000
27. 1	Radar TRAILER	1K9BS08162K118150	2008
28. 1	Traffic Trailer 4RAG	CS1018CN083980	2011
29. 1	SRT Trailer 4RAG	CS08196K012503	2007
30. 12	Panasonic Toughbook Com	2010	
31.4	Misc. Lap-top Computers	2010	
32. 12	Defibrillators, AED		2011
33. 10	EOC Lap-Tops		2012
34. 37	Portable Radio		2004
35. 26	Mobile Radio		2004
36. 2	Base Station		2004

37. 5	Base Chargers	2004	
38. 41	Dell Monitors	2012	
39. 26	Dell Towers	2012	
40. 2	Microsoft Lap-tops	2004	
41.14	Samsung TV's		2012
42. 2	Vizio TV's	2010	
43. 1	Panasonic	2012	
44. 5	ELO Computer	2012	
45. 2	InFocus Projectors	2012	
46. 11	Printers		2012
47. 4	Copy/scaners	2012	
48. 11	SRT Vest	2010	
49. 11	SRT Helmets		
50. 15	SRT Gas Mask		
51.11	SRT Radio adapters		
52. 25	Patrol Traffic Vests		
53. 25	Patrol Riot Helmets		
54. 2	IBM tower PC for security monitoring of cameras	2011	
55. 1	Security Badge Printer		2011
56. 2	IBM tower PC for RIMS Map		2008
57. 2	Dell desktop for Security monitoring of		
	Holding Cells & remote door operation		2011
58. 9	Dell small form factor PC's for dispatch		2011
59. 3	HP Z210 PC's for MERA Radio	2011	
60. 4	Dell Desktop PC's for 911 phone system	2011	
61.4	Addder USB Switchbox for Dispatch positions		2012
62. 3	Avocent Longview KVM for dispatch		2012
63. 18	Cisco 2960 PoE LAN Switches	2011	
64. 4	HP ProCurve Switch for 911 phone system	2011	
65. 4	APC 2200 UPS for data closets	2011	
66. 10	APC550 Desktop UPS	2012	
67. 12	Back UPS Pro 700 UPS for dispatch &		
	security workstations	2011	
68. 1	Compellent Storage Array (SAN)	2011	
69. 2	Cisco UCS 200 Servers	2011	
70. 2	Cisco UCS C210 Servers	2011	
71.2	Cisco 2800 Series Router	2011	
72. 1	Cisco ASA 5505 Firewall	2012	
73. 1	Juniper SSG 140 Firewall	2009	
74. 1	Cisco 5500 Series Wireless LAN controller	2011	

75. 12	Cisco	Wireless Access Points	2011	
76. 1	Cisco	2900 Series Router	2011	
77. 30	Axis	Security Cameras		2011
78. 1	HP Se	erver for Security System		2011
79. 1	HP St	torage Array for Security System		2011
80. 1	A-MA	AG Security System Software	2011	
81.3	APC	3000 Series UPS for Data Center	2011	
82. 2	Avaya	a G430 IP Phone Switch for 911 system		2011
83. 2	•	Power Edge Servers for 911 system	2011	
84. 1		ear Firewall/router for 911 system	2011	
85. 6		n IP Audio visual control modules		2011
86. 2	IMAG	C computers	2010	
87. 1		n Blu-Ray player (EOC)	2011	
88. 1		n Receiver/AMP (EOC)	2011	
89. 4		on Acoustic Speakers (EOC)	2011	
90. 1		e Microphone System (EOC)	2011	
91. 1		n Brightlink Projector (EOC)	2011	
92. 1	•	osoft SQL Server License		2011
93. 2		osoft Server 2008 Enterprise license	2011	
94. 1		antec Backup Exec sotware	2011	9
95. 1	•	PowerEdge Server - E911Mobile		2006
96. 1		ePrint Intl. Server for Call recording	????	
97. 1		System software licensing		2011
98. 5		ra IP phones for 911 system	2011	
99. 1		UCS Server for cisco VoIP	2011	
100.		Call Manager Licensing/Software	2011	
101.	8	EOC Misc.		
102.	36	Phone (Cisco)	2012	
103.	8	Overhead Cabinets Kimball Office	2012	
104.	24	Swivel Chair	2012	
105.	14	Lateral File Cabinet	2012	
106.	26	Sig Sauer P226 Pistol		
107.	10	Colt M4 Semi Auto (Patrol Rifle)		
108.	16	Bennelli 12 Gauge Semi Auto Shotgun		
109.	2	Bennelli 12 Gauge Combo Shotgun		
110.	9	Colt M4 Full Auto (SRT Rifle)		
111.	1	Remington Less Lethal Shotgun (SRT)		
112.	1	Remington 700 Sniper Rifle (SRT)		
113.	1	Sage 37 mm Multi (SRT)		
114.	1	201-Z 37mm Gas Gun (SRT)		

115.	1	Sig Sauer P226 Pistolm (9mm)
116.	16	X26 Taser

116. 16 X26 Taser			
San Anselmo Police Department Assets 12-31	-12		
1. Ford Taurus 1FAFP55S91A146509	2000		
2. DMV Interface, software	2002		
3. DMV Interface computers	2001		
4. California code books, set, West's	1979		
5. Voice stress analyzer	2002		
6. Defibrillators, Survivalink AED First Save	2002		
7. Patrol Vests	2003		
8. RIMS software		2003	
9. Vehicle Computer	2004		
10. MERA Multiplex Adtran Unit -TSU600 TSU600	2004		
11. Harley Davidson Police Bike 1HD1FHW116Y377570	2006		
12. Harley Davidson Police Bike 1HD1FHW146Y666899	2006		
13. Emergency phone equipment	2006		
14. Modular Office Furniture	2006		
15. Audio Visual Equipment	2006		
16. Kyocera KM-3035 Copier K3102518	2006		
17. Camera/Video System		2006	
18. Evidence Locker	2006		
19. IBM Server	2006		
20. MotorcycleCalOTS grant	2007		
21. Radar Tr4ailerCalOTS grant		2007	
22. Lidar UnitsCalOTS grant	2007		
23. IBM Server	2007		
24. Ford Crown Victoria Patrol Car 2FAHP71W67X1	37990	2007	
25. Ford Crown Victoria Patrol Car 2FAHP71W67X1	37991	2007	
26. Go 4 Interceptor III Traffic Unit 2W9MPH612750	44234	2007	
27. Ford Five Hundred 1FAHP24147G126270		2007	
28. Ford Five Hundred 1FAHP24147G126271		2007	
29. Ford Five Hundred 1FAHP24147G126272		2007	
30. Ford Five Hundred 1FAHP24147G126273		2007	
31. 20' Storage Container 2314571		2008	
32. 3 Panasonic Toughbook Computers for pd vehicles		2008	
33. 2 works stations		2008	
34. 3 Motorola 2-way radios, chgr, bats 320CHX8520/52	1/522	2008	
35. Ballistic armor shield			
36. Voice Logging Recorder B53541		2009	
37. Cisco Catalyst 3560 Router/Cisco Smartnet SFOC124	35AJ	2009	

38. Toyota Highlander	2009
39. Ford Escape Hybrid	2009
40. BMW Motorcyle	2009
41. Dodge Chargers	2009
42. Chevy Tahoe	2009
43. Rims Software	2010
44. Puma Uniform Kit	2009