

**MEETING DATE** November 28 2005

**AGENDA ITEM** Authorization to Enter into an Agreement with the Environmental Protection Agency, California Environmental Task Force and the City of Culver City Treasurer's Office to establish an Account for the Purposes of Depositing, Distributing and Accounting of Funds

**ATTACHMENTS**

**Pages**

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# **PLAN OF COOPERATION**

## **CALIFORNIA ENVIRONMENTAL PROTECTION TASK FORCE**

### **1     Purpose of Plan of Cooperation**

1 1     The purpose of this Plan of Cooperation ("POC") is as follows (i) to establish the California Environmental Protection Task Force ("Task Force") and its Executive Committee, (ii) to set forth the plan of the signatories hereto for the administration of monies ("Funds") received by the City of Culver City ("City") and deposited in the City's Treasury in a special revenue fund (the "Account") on behalf of the Task Force, and (iii) to establish procedures for the deposit and disbursement of Funds to Task Force members to fund projects, ventures and actions for the protection and benefit of the environment in the geographical area ("Territory") covered by the United States Environmental Protection Agency Criminal Investigation Division, Region 9 ("EPA-CID Region 9") The projects, ventures and actions to be funded under this POC include, but are not limited to the following acquiring equipment or other expenditures relating to investigation and/or prosecution of criminal violations of laws respecting the environment, staff training and education relating to environmental enforcement issues, and acquisition of equipment to assist in the enforcement of environmental laws and protection of the environment It is the intent of the signatories to this POC that the Funds be expended hereunder for the purpose of enhancing and augmenting current environmental law enforcement actions and education It is further the intent of the signatories that none of the Funds be expended to supplant any existing funding of any governmental agency and/or to enable the budgets for such agencies to be decreased in the area of environmental law enforcement actions

1 2     This POC creates the Executive Committee and sets forth operating guidelines for its activities and appointment of one of its members to act on its behalf

1 3     This POC sets forth the expectations of the signatories as to the receipt, management, and disbursement of the Funds, which may include monies received from time to

time in connection with case settlements, penalties, fines and/or asset forfeitures resulting from violations of Federal, State and/or local laws or regulations concerning the environment as determined by the Courts of the United States, the United States Attorney for the Central District of California

## **2      Creation of Task Force and Executive Committee**

2.1      The Task Force will consist of all of those law enforcement agencies whose chief or principal officer, elected or appointed, signs this POC. The Executive Committee of the Task Force will consist of the chiefs or principal officers of the signatory agencies, or their duly authorized designees.

2.2      Additional law enforcement agencies may become members of the Task Force, with the majority approval of the Executive Committee, when the new member's chief or principal officer signs this POC. When a new member joins the Task Force, its chief or principal officer, or his/her designee, shall become a member of the Executive Committee.

2.3      If a member of the Executive Committee is not performing his or her duties in a manner consistent with the purposes of this POC, the other members of the Executive Committee shall attempt to resolve the issue of such inconsistent performance, and if that attempt fails, shall ask the chief or principal officer of the Task Force member to designate a different individual to represent his/her agency on the Executive Committee. If a new representative to the Executive Committee is not designated within thirty (30) days of such request, the law enforcement agency whose Executive Committee representative is not performing his or her duties in a manner consistent with the purposes of this POC may be removed from the Task Force by majority vote of the Executive Committee.

2.4      This initial meeting of the Executive Committee will take place within sixty (60) days of the signing of this POC by the chief or principal officers of the founding law enforcement agency members of the Task Force. The Executive Committee then will determine the timing of

future meetings and the procedures to be followed at such meetings, subject to Section 7 of this POC

2 5 By majority vote, the Executive Committee may designate one of its members to act as its spokesperson and to carry out on its behalf such other duties and functions as the Executive Committee shall direct

2 6 If any agency ceases to participate in Task Force activities, the Executive Committee, by majority vote, may remove that agency from the Task Force, or the agency may voluntarily resign from the Task Force Upon removal or resignation from the Task Force, the agency's representative will cease to be a member of the Executive Committee

2 7 All members of the Executive Committee and all personnel and volunteers affiliated with member agencies of the Task Force shall retain their affiliation with their member agencies However, participation in Task Force operations will not create any new or additional relationship of employee and employer or agent and principal between the personnel or volunteers who participate in Task Force operations and the member agencies with which they are affiliated Further, Task Force participation will not create any relationships of employee and employer or agent and principal between any personnel or volunteers who participate in Task Force operations and any other member agencies of the Task Force

### **3 Management of the Funds**

3 1 It is the intention of the signatories of this POC that the Funds be disbursed only to member agencies of the Task Force and only for Task Force purposes

3 2 Any member of the Executive Committee may propose or request disbursement by the Executive Committee of a portion of the Funds to his/her member agency

3 3 By majority vote, the Executive Committee shall determine how the Funds will be

expended to which agency Funds will be disbursed and the amount of such disbursement. Upon making such decision, the Executive Committee shall transmit to the City's Treasurer (or such other City officer as may be charged with administration of the City's Treasury) ("Treasurer") written instructions for disbursement of the designated amount of the Funds to a member agency for the designated Task Force purposes. It is the intention of the signatories to this POC that the Treasurer will not issue a warrant against the Account (or otherwise disburse Funds) until the governing body of the member agency designated to receive the Funds, or its duly authorized designee, has executed and provided to the Treasurer the Agreement Regarding Transfer and Expenditure of California Environmental Task Force Funds and an addendum to that Agreement pertaining to the particular expenditure for which the Funds are to be disbursed.

3.4 The amount of the Funds disbursed to any agency member of the Task Force will be reasonably commensurate with the contribution of that agency to the work of the Task Force generally and the case resulting in the receipt of the Funds specifically. In making this determination, the Executive Committee shall be guided by the evaluation of agency contribution (the "Contribution Evaluation") provided to it by the Special Agent in Charge of the EPA-CIP Region 9. The Executive Committee will request a Contribution Evaluation prior to approving instructions for disbursement of any of the Funds.

3.5 The Executive Committee may place reasonable restrictions, terms and conditions on the use of any Funds, including, but not limited to, reimbursement of the Account upon the successful conclusion of an action for which assistance was specifically provided. Any such restriction, term or condition will be included in the written instructions for disbursement of the Funds provided to the Treasurer and in the addendum to the Agreement Regarding Transfer and Expenditure of California Environmental Task Force Funds that the recipient agency will be required to execute before the Funds are disbursed.

3.6 The Executive Committee will monitor the expenditure of the Funds by the member agencies, and will promptly notify the member agency to which the Funds were disbursed of any suspected or actual misuse of the Funds. If the member agency fails to correct

and reimburse any misuse of the Funds within thirty (30) days of such notice, the Executive Committee will take appropriate action, including, but not limited to, notifying the authority from which the Funds were received of the misuse

3 7 The City shall be entitled to reimbursement for its services in connection with administration of the Funds in an amount equal to 2% per annum of the Funds deposited in the Account

#### **4 Administration**

4 1 Each Executive Committee Member shall have one vote and may vote on a request for expenditures, grants or purchases which affects that Member's agency

4 2 All actions which the Executive Committee has the right and authority to take pursuant to this Agreement shall be taken or directed only upon a vote of a majority of the Executive Committee No vote shall be taken by the Executive Committee except at a regularly scheduled meeting or at a special meeting ("Special Meeting") as described herein A Special Meeting of the Executive Committee may be called by any Member of said Committee for any weekday during regular business hours by giving each of the other Executive Committee not less than five calendar days notice of the time, place and purpose of such Special Meeting

#### **5 Amendments**

5 1 This Agreement may be amended only by vote of a majority of the Executive Committee

#### **6 Effective Date and Termination**

6 1 This Agreement shall be established upon execution hereof, and shall become operational upon the first receipt of funds

6 2 This Agreement shall terminate when all Funds subject to said Agreement have

been disbursed or the purpose of this Agreement is no longer necessary and a majority of the Executive Committee unanimously agree in writing to the termination hereof

**7      Effect of Signature**

Upon execution of this Agreement by a duly authorized signer, each of the agencies signing this Agreement shall immediately become a member of the Task Force, and the chief or principal executive officer of that agency, elected or appointed, shall become a Member of the Executive Committee

AGENCY

Dated \_\_\_\_\_

\_\_\_\_\_  
An authorized signer

AGENCY

Dated \_\_\_\_\_

\_\_\_\_\_  
An authorized signer

AGENCY

Dated \_\_\_\_\_

\_\_\_\_\_  
An authorized signer

AGENCY

Dated \_\_\_\_\_

\_\_\_\_\_  
An authorized signer

*signatures continued on following page*

AGENCY

Dated \_\_\_\_\_

\_\_\_\_\_  
An authorized signer

**AGREEMENT TO DEPOSIT AND TRANSFER MONIES FROM THE CALIFORNIA  
ENVIRONMENTAL PROTECTION TASK FORCE ACCOUNT**

**THIS AGREEMENT** ("Transfer Agreement") to Deposit and Transfer Monies From the California Environmental Protection Task Force Account (the "Account") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2005, which date is enumerated for purposes of reference only, by and between the City of Culver City ("City") and the \_\_\_\_\_ Department ("Transferee")

**WHEREAS**, Transferee is a participant in the California Environmental Protection Task Force (the "Task Force"), and

**WHEREAS**, in the Treasury of the City, there exists the Regional Environmental Protection Account ("Account"), which is to be used exclusively for deposit and disbursement of monies for projects and actions of police agencies participating in the Task Force that involve investigation, monitoring or other activities associated with the protection and benefit of environmental and wildlife resources in the geographic area (the "Territory") covered by the United States Environmental Protection Agency ("EPA") Criminal Investigation Division, Region 9, including, but not limited to, acquiring equipment and other expenditures relating to investigation, prosecution and education, and

**WHEREAS**, Transferee and other police agencies that are participants in the Task Force may receive funds ("Funds") from time to time in connection with case settlements, penalties, fines and/or asset forfeitures resulting from violations of Federal, State and/or local laws or regulations concerning the environment as determined by the Courts of the United States, the United States Attorney for the Central District of California, or agreement, and

**WHEREAS**, Transferee and City wish to cooperate to provide a means of depositing and disbursing any such Funds as may be received, and have entered into a Plan of Cooperation ("POC") (copy attached as Exhibit "A" hereto) to provide the procedures for receipt and disbursement of Funds, and

**WHEREAS**, the Members of the Task Force have established a Task Force Executive Committee ("Executive Committee") and have authorized said Executive Committee to disburse a portion or all of the Funds received by the Task Force as may be available at any given time pursuant to the terms and conditions of the POC, and

**WHEREAS**, the parties to this Transfer Agreement intend by the POC and this Transfer Agreement to provide a mechanism whereby the Executive Committee may disburse to Transferee such portion of the Funds as the Executive Committee may, in the exercise of its discretion, determine appropriate for the purposes set forth in Exhibit "A",

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS**

Upon receipt from City of any Funds transferred to it from the Account (the "Transferred Funds"), Transferee shall be bound by the following obligations

1 Transferee shall ensure that Transferred Funds and any personal property or equipment acquired with the Transferred Funds are used exclusively for the purposes set forth in this Transfer Agreement throughout the useful life of such personal property or equipment

2 If personal property or equipment acquired with any Transferred Funds become obsolete, Transferee shall dispose of such property or equipment only in accordance with the instructions of the Executive Committee

3 Transferee and <sup>CITY</sup>~~County~~ shall be subject to examination and audit by the office of the United States Attorney for the Central District of California or its designee with respect to this Transfer Agreement and/or any Transferred Funds at any time and for a further period of three years after termination hereof

4 Transferee agrees to indemnify, defend and save harmless City and all other agency members of the Task Force, and their officers, agents, employees and volunteers from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, laborers, and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with Transferee's performance of its obligations under this Transfer Agreement, and from any and all claims and losses accruing or resulting to any person,

firm, or corporation who may be injured or damaged by Transferee or its officers, agents, employees or volunteers in the performance of this Transfer Agreement

5 No alteration or variation of the terms of this Transfer Agreement shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto

6 Transferee may not assign this Transfer Agreement in whole or part

7 For a period of three years after final payment hereunder or until all claims related to this Transfer Agreement are finally settled, whichever is later, Transferee shall preserve and maintain all documents, papers and records relevant to the work performed or property or equipment acquired in accordance with this Transfer Agreement For the same time period, Transferee shall make said documents, papers and records available to any transferee member of the Task Force or their duly authorized representative(s), for examination, copying, or mechanical reproduction on or off the premises of Transferee, upon request during usual working hours

8 Transferee shall provide to the Executive Committee, promptly upon request, all records and information about the Transferred Funds and such other reports or records as the Board of Governors may require

9 Should an audit result in the disallowance of any expenditure or use of Transferred Funds, Transferee shall promptly repay to the Account the full amount of any Transferred Funds for which the use or expenditure was disallowed

10 City shall be relieved of the obligation to make any payment of any consideration to Transferee if there are insufficient moneys in the Account make such payment In the event of termination, City shall disburse any monies remaining in the Account in accordance with the direction of the Executive Committee

11 Transferee, and its officers, agents, employees and volunteers shall act in an independent capacity in the performance of this Transfer Agreement

12 Transferee and its officers, agents, employees and volunteers shall abide by all applicable federal, State and local laws, including all applicable statutes, regulations, executive orders and ordinances

IN WITNESS WHEREOF, the parties have executed this Transfer Agreement in the City of County of \_\_\_\_\_, State of California

DATED \_\_\_\_\_, 2005

City of Culver City

By \_\_\_\_\_  
"CITY"

APPROVED AS TO FORM

City Attorney

By \_\_\_\_\_

DATED \_\_\_\_\_

DATED \_\_\_\_\_

TRANSFeree

By \_\_\_\_\_

By \_\_\_\_\_

ATTEST

\_\_\_\_\_  
City Clerk

DATED \_\_\_\_\_