



Agenda Item No. 12j.

Staff Report

Date: May 12, 2022

To: Mayor Robbins and Council Members

From: Raffaello Pata, Police Chief

Subject: Joint Exercise of Powers Agreement for the Processing Parking Citations

Recommendation

It is recommended that the Town Council authorize the Town Manager to sign the Joint Exercise of Powers Agreement (JEPA) for the Processing of Parking Citations on behalf of the Town, enabling the Town's participation with partnering agencies and allowing the Marin County Sheriff to be the designated administering agency. This Joint Exercise of Powers Agreement terminates the existing 1982 agreement authorizing the Marin Parking Authority to manage vehicle parking citations.

Background and Discussion

On July 6, 1982, the Town of Ross entered into an agreement that formed a single authority (the Marin Parking Authority) to process parking citations for all the law enforcement agencies in Marin County, including the California Highway Patrol and the Marin Municipal Water District. The processing duties included collection of fines and bail associated with vehicular parking violations.

The participating agencies now seek to assign one of the participating agencies, the Marin Sheriff's Office, to administer this Joint Exercise of Powers Agreement for the Processing of Parking Citations. This would eliminate the need to have the current and separate agency (The Marin Parking Authority) to manage this JEPA. The assignment of one participating agency is authorized by Sections 6500 through 6515 of the California Government Code.

The designated participating agency will be responsible for contracting with a vendor on behalf of the members of the JEPA. The vendor will continue to process vehicular parking violations, receive money from persons to whom citations have been issued in payment of fines, assess late penalties and other associated fees. The vendor will disburse the sums of fines to member public agencies entitled to receive those funds. The vendor will also keep accurate records while

providing written notices to persons responsible for the citations. The vendor will work with the Designated Administrative Agency to facilitate a parking citation appeals process in accordance with the California Vehicle Code.

The Designated Administrative Agency, the Marin Sheriff's Office, will facilitate meetings with partnering agencies to discuss any agreements including extending or terminating agreements or proposed new future agreements with vendors. The Marin Sheriff's Office, acting as the Designated Administrative Agency, will call for meetings with the partnering agencies when any contract with a vendor is due to terminate. All participating agencies will receive a copy of any contract under review with any vendor.

Fiscal, resource and timeline impacts

Any contract entered into by the Designated Administrative Agency on behalf of all the participating jurisdictions, including the Town of Ross Police, shall provide payment to the contracting vendor for services rendered in the same fashion as our current agreement.

The Town of Ross will not be responsible for payment of any other agency's debts or expenses. Individual participating agencies, including the Town of Ross, shall be solely responsible for their own cost of services rendered.

Alternative actions

An alternative to this would be to break from this contract, request a proposal from outside vendors and create a stand-alone parking citation processing system. Doing so would require more staff time to manage the contract and ensure all the provisions of a new parking citation system are upheld.

Attachments

1. Joint Exercise of Powers Agreement for the Processing of Parking Citations
2. 1982 Original Agreement.

ATTACHMENT 1

JOINT EXERCISE OF POWERS AGREEMENT
FOR
THE PROCESSING OF PARKING CITATIONS

THIS AGREEMENT is dated _____, and is entered into by the following public agencies: the cities of Novato, Larkspur, Mill Valley, and Belvedere, the towns of San Anselmo, Corte Madera, Fairfax, Ross, and Tiburon, the County of Marin, Marin Community College District, the Golden Gate Bridge, Highway and Transportation District, the Marin Municipal Water District and the California Highway Patrol (Participating Agencies).

RECITALS

THIS AGREEMENT is predicated upon the following facts:

1. On July 6, 1982, the following agencies entered into a joint exercise of powers agreement to establish a single public authority to process vehicular parking citations (1982 Agreement): the cities of Novato, San Rafael, Mill Valley, Belvedere, and Sausalito, the towns of San Anselmo, Fairfax, Ross, and Tiburon; the County of Marin; California Highway Patrol; the Marin Community College District; the California Department of Parks and Recreation; and the Marin Municipal Water District.
2. This Agreement terminates the 1982 Agreement in accordance with Section 14 of the 1982 Agreement. Citations issued under this Joint Exercise of Powers Agreement may bear a heading stating "Marin Parking Authority." Existing contracts executed on behalf of the Participating Agencies may also refer to the "Marin Parking Authority." However, this Joint Exercise of Powers Agreement shall not create a separate agency or entity under California Government Code section 6503.5.
3. The Participating Agencies now wish to enter into this joint exercise of powers agreement to designate a single Participating Agency to contract with vendors on behalf of the Participating Agencies for the purpose of processing vehicular parking citations, as described below.
4. The Participating Agencies are public corporations or entities organized and operating under the laws of the State of California.
5. The Participating Agencies issue citations for violation of state and local vehicular parking regulations. These citations must be processed speedily and carefully to assure just treatment to offenders and full receipt of fine and penalty revenues due to the Participating Agencies. In order to perform such processing and collecting, a

single Participating Agency is being designated to contract with independent vendors on behalf of all Participating Agencies.

6. The Participating Agencies are located and/or perform operations within the County of Marin, State of California. A single citation processing and collection vendor provides convenience while reducing costs to Agencies and citizens.
7. Sections 6500 through 6515, inclusive, of the California Government Code permit two or more public agencies to jointly exercise, under an Agreement, any power which is common to each of them.
8. Each of the Participating Agencies desires to enter into an Agreement with each of the other Participating Agencies for the purposes stated in Paragraph 3 of these recitals.

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and agreements set forth herein, the Participating Agencies agree as follows:

SECTION 1. Authority and Purpose

- a. This Agreement is made under the authority of Sections 6500 through 6515, inclusive, of the California Government Code, among the Participating Agencies. The purpose of this Agreement is to provide for a consistent procedure for the processing of vehicular parking citations issued by the Participating Agencies and collecting of such fines and bail associated therewith.
- b. The purpose of this Agreement will be accomplished by designating one of the Participating Agencies to contract with a vendor on behalf of the Participating Agencies for the performance of such processing and collecting functions, as determined by the Participating Agencies and in compliance with applicable state laws, including but not limited to Vehicle Code Sections 40200-40230. The vendor's processing and collecting functions will include:
 1. The maintenance, processing, and handling of records pertaining to vehicular parking citations.
 2. The receipt of money from persons to whom such citations have been issued in payment of fines, late penalties, and any other associated fees generated thereon.
 3. The disbursement of such sums to the member public agencies entitled thereto.
 4. The keeping of accurate records and accounts of all sums received and dispersed.
 5. Provision of all written notices, including mailings, and oral communications to persons responsible for such citations to comply with

applicable Vehicle Code requirements and encourage and facilitate payment of fines.

6. Facilitate and coordinate the parking citation appeals process in accordance with applicable state law, including but not limited to Vehicle Code Sections 40215, 40221 and 40230. This includes, but is not limited to, the coordination and communication necessary to schedule and conduct hearings, including written notices, and transmittal of appropriate records to hearing officers or the court as required.
7. The transmittal of appropriate records and other information to the Department of Motor Vehicles of the State of California as required by applicable state law, including but not limited to Vehicle Code Sections 40211 and 40220.
8. Additional functions determined by the Participating Agencies.

SECTION 2. Termination of 1982 Agreement

The Joint Exercise of Powers Agreement for the Processing of Parking Citations dated July 6, 1982 is hereby terminated.

SECTION 3. Designation of Administering Agency

To ensure uninterrupted citation processing operations for the Participating Agencies the Participating Agencies hereby delegate to the County of Marin the power to administer this Agreement on their behalf. Pursuant to Section 6506 of the California Government Code, the County of Marin hereby designates the Marin County Sheriff's Office (MCSO) to contract with vendors to perform parking citation processing, collection and hearing functions on behalf of the Participating Agencies, to carry out and maintain the existing contracts on behalf of the Participating Agencies, and to administer this Agreement in accordance with Section 5.

SECTION 4. Term of Agreement

This Agreement becomes effective upon its execution by all the Participating Agencies.

SECTION 5. Authorized MCSO Actions as Administrator of this Agreement

The MCSO, acting on behalf of the Participating Agencies, shall act as Administrator and shall be the signer on all Agreements entered into, upon mutual prior approval of all the Participating Agencies, with one or more qualified contractors, consultants, or other persons for the performance of the functions set forth in Section 1(b).

The MCSO, as Administrator of this Agreement, shall facilitate meetings of the Participating Agencies for the purpose of discussing terminating or extending current Agreements and/or proposed new Agreements, etc. No Agreement shall be signed or entered into without the written consent of all Participating Agencies.

MCSO shall call a meeting of all Participating Agencies when any Contract/Agreement is scheduled to terminate. Such meeting shall be held not less than sixty (60) days prior to expiration of the Contract/Agreement to consider re-soliciting the services or extending the existing contract, as appropriate. Contract/Agreements may be extended upon mutual agreement of all Participating Agencies.

MCSO must provide each of the Participating Agencies with a copy of any contract under review not less than sixty (60) days in advance of the date on which the Participating Agencies are scheduled to vote on the contract. MCSO shall furnish each of the Participating Agencies with a copy of any contract entered into pursuant to Section 1(b) not more than two (2) weeks after the date into which it was entered. Any contract entered into pursuant to this section shall provide that the contractor, consultant, or other person selected to perform said functions shall receive monetary compensation exclusively from parking citation funds collected and/or interest generated by such parking citation funds prior to dispersal as described in this section.

A Participating Agencies shall standardize parking penalties to the extent possible in accordance with Vehicle Code Section 40203.5, but shall not be required to adopt or make any amendment to individual fine and penalty schedules unless expressly required by law.

These powers shall be exercised in the manner provided by law, and, except as expressly set forth in this Agreement, subject only to those restrictions upon the manner of exercising the powers which are imposed upon counties in the exercise of similar powers.

SECTION 6. Allocation of Funds and Expenses.

- a. Any contract entered into by MCSO acting as the Administrator of this Agreement on behalf of the Participating Agencies shall provide the payment to the contractor for services rendered in the processing of parking citations on the basis approved by the Participating Agencies.
- b. The funds and expenses of each Participating shall at all times be kept separate from the funds and expenses of other Participating Agencies.

- c. Any contract entered into by MCSO shall not require individual Participating Agencies to be responsible for payment of any other Agency's debts or expenses. Individual Participating Agencies shall be solely responsible for the cost of services rendered to their individual agency.

SECTION 7. Additional Members.

The Participating Agencies shall determine whether additional agencies shall be allowed to become Participating Agencies and under what conditions.

SECTION 8. Withdrawal of Membership.

- a. Any of the Participating Agencies may withdraw its participation in this Agreement upon not less than thirty (30) days written notice to the MCSO.
- b. If any of the Participating Agencies withdraw at any time, the withdrawing Participating Agency shall be liable for any costs incurred for the transmittal of their account to a new vendor.

SECTION 9. Disposition of Assets Upon Withdrawal of a Participating Agency

Upon withdrawal, the funds and expenses incurred by the withdrawing Agency for the services actually rendered to that Agency will be credited and charged to the withdrawing Agency. The withdrawing Agency is solely responsible for such expenses. The withdrawal of any of the Participating Agencies from this Agreement shall not terminate the Agreement.

SECTION 9. Termination.

This Agreement may be terminated upon the consent of not less than two-thirds (2/3) of the Participating Agencies.

SECTION 10. Notices.

Notices to Participating Agency under this Agreement shall be sufficient if delivered to the City Clerk or chief secretarial officer of the Participating Agency, or to any other person designated by the Participating Agency.

SECTION 11. Prohibition Against Assignment.

No Participating Agency may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Participating Agency shall have any right, claim or title to any part, share, interest or assets under this Agreement.

SECTION 12. Amendment.

This Agreement may be amended by resolution of the governing boards or City Councils of two-thirds (2/3) of the then Participating Agencies hereto.

SECTION 13. Maintenance, Audit, and Inspection of Records.

MCSO must retain any and all records relevant to this Agreement, including without limitation, documents, papers, materials, contracts, and financial reports and accounts for a period of four (4) years after expiration or termination of this Agreement. Upon written request from a Participating Agency, MCSO will furnish copies of, provide access to, or permit audit of any and all records relevant to this Agreement in MCSO's possession.

SECTION 14. Execution in Counterparts, Electronically Transmitted Signatures.

This Agreement may be executed in counterparts and by electronically transmitted signatures.

SECTION 15. Approval by Participating Law Enforcement Agencies.

This Agreement is approved by the following participating law enforcement agencies:

Robert Doyle, Sheriff - Coroner
Marin County Sheriff's Office

Rick Navarro, Chief
Mill Valley Police Department

Jason Wu, Chief
Belvedere Police Department

Mike Norton, Chief
Central Marin Police Authority

Ryan Monaghan, Chief
Tiburon Police Department

Rico Tabaranza, Chief
Fairfax Police Department

Rafello Pata, Chief
Ross Police Department

Hank Schreeder, Chief
Novato Police Department

Don Wick, Chief
Marin Municipal Water District Rangers

Robert Mota, Captain
California Highway Patrol

Jeff Marozick, Chief
Marin Community College District Police Department

Golden Gate Bridge Highway and Transportation District

SECTION 16. Approval by County Counsel.

This Agreement is approved by Marin County Counsel.

Steven M. Perl
Deputy County Counsel

IN WITNESS WHEREOF, the Participating Agencies have executed this Joint Exercise of Powers Agreement as of the day and year first above written.

County of Marin.....By: _____

City of Novato.....By: _____

Town of San AnselmoBy: _____
Town of Corte MaderaBy: _____
City of LarkspurBy: _____
Town of FairfaxBy: _____
Town of RossBy: _____
City of Mill ValleyBy: _____
City of BelvedereBy: _____
Town of TiburonBy: _____
Marin Community College DistrictBy: _____
Golden Gate Bridge, Highway & Transportation DistrictBy: _____
Marin Municipal Water DistrictBy: _____
California Highway PatrolBy: _____

ATTACHMENT 2

JOI. EXERCISE OF POWERS AGREEMENT
FOR
THE PROCESSING OF PARKING CITATIONS

THIS AGREEMENT is dated July 6, 1982, and is entered into by the following public agencies: the cities of Novato, San Rafael, San Anselmo, Fairfax, Ross, Mill Valley, Belvedere, Tiburon, Sausalito, the County of Marin, California Highway Patrol, Community College District, California Department of Parks and Recreation, and the Marin Municipal Water District.

RECITALS

THIS AGREEMENT is predicated upon the following facts:

1. The parties are public corporations or entities organized and operating under the laws of the State of California.
2. The parties issue citations for violation of their vehicular parking regulations. These citations must be processed speedily and carefully to assure just treatment to offenders and full receipt of fine and bail revenues due the parties. Such processing and collecting will no longer be performed by the Municipal Court as of September 30, 1982. In order to continue this function, a single entity is being established that can contract with independent vendors to perform such processing and collecting.
3. The parties are located and/or perform operations within the County of Marin, State of California. A centralized citation processing and collection system would be convenient and feasible.
4. Sections 6500 through 6515, inclusive, of the Government Code permit two or more public agencies to jointly exercise under an Agreement any power which is common to each of them.
5. Each of the parties desires to enter into an Agreement with each of the other parties for the purposes stated in Paragraph 2 of these recitals.

NOW, THEREFORE, for and in consideration of the mutual benefits, covenants, and agreements set forth herein, the parties agree as follows:

SECTION 1. Authority and Purpose

(a) This Agreement is made under the authority of Sections 6500 through 6515, inclusive, of the Government Code among the following public agencies: the cities of Novato, San Rafael, San Anselmo, Fairfax, Ross, Mill Valley, Belvedere, Tiburon, Sausalito, the County of Marin, California Highway Patrol, Community College District, California Department of Parks and Recreation, and the Marin Municipal Water District.

(b) The purpose of this Agreement is to establish a single public authority to process the vehicular parking citations issued by the parties to this Agreement and collect such fines and bail associated therewith. Such processing and collecting will include, but not be limited to, receipt of fines paid and bail deposits posted in connection with citations; oral and written communications with alleged offenders in an attempt to obtain collection of such funds, necessary coordination and communication with appropriate municipal courts regarding appearances, hearings and required information exchange; and communication with the Department of Motor Vehicles to take such steps as to assure compliance with the provisions of Section 4760 of the Vehicle Code.

SECTION 2. Authority; Creation of; Obligations of.

Pursuant to Sections 6500-6515 of the Government Code, there is created a Joint Powers Authority for Processing of Parking Citations, a public entity, separate and apart from the parties to this Agreement. The debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the member agencies.

SECTION 3. Term of Agreement.

This Agreement becomes effective upon its execution by all the parties.

SECTION 4. Governing Board.

(a) The Joint Powers Authority for Processing of Parking Citations, hereinafter referred to as "Authority", shall be governed by a Governing Board. The Governing Board shall consist of the following: (1) one officer or employee of each member party, who shall be either the chief administrative officer of such party, or a person appointed by such chief administrative officer; (2) the Presiding Judge of the Municipal Court of the Central Judicial District of the County of Marin or a person appointed by said presiding judge shall be an ex officio (non-voting) member of said Governing Board.

(b) The Governing Board shall hold at least one regular meeting quarterly and shall fix the date upon which and the hour and place at which each regular meeting shall be held. The Governing Board may also hold special meetings from time to time as it may deem necessary.

(c) Minutes of all meetings shall be kept by the Secretary.

(d) The Governing Board may adopt and amend by-laws and regulations which are not inconsistent with applicable laws or with this Agreement. Each by-law and regulation shall be promptly sent to each member of the Governing Board after its adoption.

(e) A majority of the regular members of the Governing Board shall constitute a quorum for the transaction of business. Each regular Board member shall have one vote.

(f) The Board shall elect a president and vice-president for the Authority from among its regular members at its first meeting. Thereafter, at its first meeting in each succeeding year the Board shall elect a president and vice-president. Each officer shall assume the duties of his office upon election. If either the president or vice-president ceases to be a representative from its member agency, the resulting vacancy shall be filled at the next meeting of the Governing Board after the vacancy occurs. In the absence or inability of the president to act, the vice-president shall preside at and conduct the meeting of the Governing Board.

SECTION 5. Duties of the Governing Board.

(a) The Governing Board shall have the following powers:

(1) Make and enter into contracts;

(2) Recruitment and selection of consultants to and officers and employees of the Authority;

(3) Preparation and approval of an annual budget for the Authority;

(4) Incurrence of debts, liabilities and obligations; but no debt, liability or obligation of the Authority is a debt, liability or obligation of any member of the Authority;

(5) Acquire, hold and dispose of real personal property;

(6) Receive contributions and donations of property, funds, services and other forms of assistance from any source;

(7) Sue and be sued in its own name;

(8) Lease real or personal property, including that of a party to this Agreement.

(b) The Governing Board shall have the power to enter into a contract with one or more qualified contractors, consultants, or other persons for the performance of the following functions:

(1) The maintenance, processing, and handling of records of the various member public agencies pertaining to vehicular parking citations;

(2) The receipt of money from persons to whom such citations have been issued in payment of fines and bail and interest generated thereon;

(3) The disbursement of such sums to the member public agencies entitled thereto;

(4) The keeping of accurate records and accounts of all sums received and dispersed;

(5) Provision of written notice and oral communications to persons responsible for such citations to encourage and facilitate payment of fines and bail;

(6) The transmittal of appropriate records and other information to the central judicial district in connection with court appearances and hearings as may be requested by the alleged offenders, and in connection with other matters as may be requested by the affected judicial district;

(7) The transmittal of appropriate records and other information to the Department of Motor Vehicles of the State of California to assure that persons responsible for the posting of bail for such citations or appearance in court in lieu thereof are required to fulfill their legal obligations with regard to such citations prior to the renewal of their California vehicular registration, as provided by law;

(8) Any such additional functions as the Governing Board may deem necessary and proper to accomplish the foregoing.

Any contract entered into pursuant to this subsection shall provide that the contractor, consultant, or other person selected to perform said functions shall receive monetary compensation exclusively from funds collected and/or interest generated by such funds prior to dispersal as described in this section.

The enumeration of special powers of the Governing Board pursuant to this subsection shall not be a limitation on the general powers set forth in subsection (a).

(c) These powers shall be exercised in the manner provided by law, and, except as expressly set forth in this Agreement, subject only to those restrictions upon the manner of exercising the powers which are imposed upon entities in the exercise of similar powers.

SECTION 6. Secretary of Authority.

There shall be a Secretary of the Authority who shall be appointed by the Governing Board. This Secretary shall be responsible for the keeping of minutes of the meetings of the Governing Board pursuant to Section 4(c) of this Agreement.

SECTION 7. Certified Public Accountant - Annual Audit.

The Governing Board shall contract with a certified public accountant to make an annual audit of the accounts and records of the contractor. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code and shall conform to generally accepted auditing standards.

SECTION 8. Bond Requirement.

A bond in the amount set by the Governing Board, but not less than Twenty-Five Thousand Dollars (\$25,000.00) shall be required for all officers and personnel authorized to disburse funds of the Authority. The cost of such bond shall be paid by the Authority.

SECTION 9. Fiscal Year and Annual Budget.

The fiscal year of the Authority shall be July 1 of each calendar year through and including June 30 of the ensuing calendar year. The Board shall adopt the first annual budget prior to the selection of any contractor or consultant as provided in Section 5(b). Subsequent annual budgets shall be adopted not later than the first day of the ensuing fiscal year.

SECTION 10. Allocation of Expenses.

(a) Any contract entered into by the Governing Board pursuant to Section 5(b) shall provide the payment to the contractor for services rendered in the processing of parking citations shall be paid on the basis of a flat fee per citation processed, or on any other basis which has been approved by a two-thirds (2/3) vote of all regular members of the Governing Board whether present or not.

(b) Other expenses of the Authority shall be allocated by the Governing Board based upon the number of parking citations processed for each member agency, or on any other basis which has been approved by a two-thirds (2/3) vote of all regular members of the Governing Board whether present or not.

SECTION 11. Additional Members.

The Governing Board shall determine whether additional agencies shall be allowed to become members of the Authority and under what conditions. Memberships of additional agencies may be on such additional terms as the Board may require. Such memberships may entitle the agencies to the same privileges as the original members, or to a limited set of privileges, at the discretion of the Board.

SECTION 12. Withdrawal of Membership.

(a) A member agency may withdraw its membership upon not less than thirty (30) days written notice to the Secretary of the Authority if the Authority has not entered into a contract pursuant to Section 5(b).

(b) After the Authority has entered into a contract pursuant to Section 5(b), no withdrawal of membership shall become effective until the end of the base term of such contract. A member agency may withdraw its membership, effective upon the conclusion of said base term, upon not less than ninety (90) days written notice to the Secretary of the Authority prior to the conclusion of such base term.

(c) The Secretary of the Authority shall furnish each member agency with a copy of any contract proposed to be entered into pursuant to Section 5(b) not less than sixty (60) days prior to the date into which such contract is entered.

(d) Except as otherwise provided in subsections (a) and (b), a member agency may withdraw its membership upon not less than ninety (90) days written notice to the Secretary of the Authority prior to the end of the fiscal year during which withdrawal is proposed. Such withdrawal shall be effective at the conclusion of such fiscal year.

(e) If a signature to this JPA withdraws at any time, that agency shall be liable and will pay for the additional cost to be borne by the remaining members to process parking tickets. These additional costs due to the reduced volume shall be ascertained from the contract provider and be the fiscal responsibility of the withdrawing agency until such time as the vendor contract is rebid and awarded reflecting the lower volume.

SECTION 13. Disposition of Assets Upon Withdrawal of a Member.

The withdrawal of any member from this Agreement shall not terminate the Agreement, and no member by withdrawing shall be entitled to payment or return of funds or property paid, or donated by the member to the Authority, or to any distribution of its assets, except for money to which the withdrawing member is entitled from collections of fines and bail and any interest earned thereon.

SECTION 14. Termination; Disposition of Assets.

(a) This Agreement may be terminated upon the consent of not less than two-thirds (2/3) of the member agencies. Upon termination of this Agreement, all funds shall first be used to pay expenses.

(b) After payment of said expenses, funds consisting of receipts from payment of fines and posting of bail and any interest earned thereon shall be distributed to member agencies in the manner and extent to which each agency is entitled under Section 10(b).

(c) Other expenses of the Authority shall be allocated by the Governing Board based upon the number of parking citations processed for each member agency during the preceding twelve month period.

SECTION 15. Notices.

Notices to member agencies under this Agreement shall be sufficient if delivered to the City Clerk or chief secretarial officer of the member of the Governing Board, or to any other person designated by the member agency.

SECTION 16. Prohibition Against Assignment.

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

SECTION 17. Allocation of Bail and Fine Revenues.

The allocation of all bails and fines collected on citations issued which are contested by the recipient and heard in the municipal court shall be as follows:

(a) For all member agencies - 16% to the involved court and 84% to the issuing agency.

SECTION 18. Amendment.

This Agreement may be amended by resolution of the governing boards or City Councils of two-thirds (2/3) of the then parties hereto.

IN WITNESS WHEREOF, the parties have executed this Joint Exercise of Powers Agreement as of the day and year first above written.

AGENCY:

COUNTY OF MARIN

By

[Signature]
Mayor (or Chief Presiding Officer)

ATTEST:

Van Killepie

City Clerk (or Chief Secretarial Officer)

AGENCY:

COUNTY OF MARIN

34 B/15