

JOINT EXERCISE OF POWERS AGREEMENT  
RE-ESTABLISHING THE CRIMINAL JUSTICE COUNCIL  
OF SANTA CRUZ COUNTY

This Agreement is entered into by and among the County of Santa Cruz and the Cities within the County of Santa Cruz, namely: Santa Cruz, Watsonville, Capitola and Scotts Valley.

RECITALS

- A. In 1986, the parties entered into a Joint Exercise of Powers Agreement for the purpose of creating the Criminal Justice Council of Santa Cruz County. That Agreement, by its terms, terminated in 1989. The parties intend to re-establish the Criminal Justice Council of Santa Cruz County and make this agreement effective upon its execution by the County of Santa Cruz and the Cities of Santa Cruz, Watsonville, Capitola and Scotts Valley, and to include all of the incorporated territory of Santa Cruz County.
- B. Title One, Division 7, Chapter 5 of the Government Code of the State of California (Government Code Section 6500 et seq.) authorizes such a Joint Exercise of Powers Agreement of two or more public agencies for any power common to them.
- C. The parties possess in common the power to study, discuss, and recommend policies for the solution of criminal justice problems, and to design programs and develop plans for the expenditure of funds for their solution.

NOW, THEREFORE, the County of Santa Cruz, and the Cities of Santa Cruz, Watsonville, Capitola and Scotts Valley, in consideration of the mutual promises and agreements herein contained, do agree as follows:

1. ORGANIZATION

The parties hereby create a separate agency to be known as the Criminal Justice Council of Santa Cruz, (hereinafter called "CJC") for the purposes of:

- a. Provide a more effective and efficient criminal justice system for the citizens of the Cities and County of Santa Cruz.
- b. Promote cooperation and coordination within the criminal justice system.
- c. Provide long-range planning for the criminal justice system in Santa Cruz County.
- d. Provide timely information on criminal justice matters, act as an advisory body to governmental entities in Santa Cruz County, and monitor and evaluate projects;
- e. Promote more efficient use of local resources to enhance capacity of criminal justice agencies and assist in obtaining new or additional revenues from outside the community.
- f. Promote the health and safety of the community.

CJC shall become an effective governmental unit pursuant to Government Code Section 6500 et seq., upon the execution of this agreement by and among Santa Cruz County and the Cities of Santa Cruz, Watsonville, Capitola and Scotts Valley. As provided by law, the CJC shall be a public entity separate from the County and Cities party to this agreement, and it shall exist as such until such time as this agreement is terminated, as provided herein.

## 2. MEMBERSHIP OF THE GOVERNING BODY

The governing body of the CJC shall consist of twenty-six (26) members that shall include the following:

- a. Two (2) members of the Board of Supervisors designated by the Board;
- b. The CAO of the County or his/her designated representative;
- c. The Sheriff of the County;
- d. Four (4) Chiefs of Police; one for each City;
- e. The District Attorney of the County;
- f. The Chief Probation Officer of the County;
- g. Two (2) Judges designated by the Judges of the Superior Court of the County;
- h. One (1) member selected by the primary Public Defender's Office;
- i. The County Superintendent of Schools;
- j. The Mental Health Director;
- k. Two (2) representatives selected by the City Council of each City. One representative must be a member of the City Council; the other may be a member of the City Council, the City Manager, or the person who acts as the City Manager in the City Manager's absence;
- l. Two (2) representatives of non-profit agencies related to the criminal justice system selected by the CJC; and
- m. The President of Cabrillo College

## 3. TERMS OF MEMBERSHIP

All members holding membership solely by the office or position held by them, shall be members of the CJC or so long as they hold such office or position and for so long as such office or position constitutes the basis for such CJC membership. Other members shall serve for a period of three (3) years.

## 4. GENERAL POWERS

The CJC shall have the power to do the following in its own name: to sue and be sued; to make and enter into contracts; to employ agents and employees; to incur debts, liabilities, and obligations necessary to accomplish the purposes of this agreement; and to exercise any power common to the parties hereto and to advise the parties in the exercise of individual powers possessed by the parties, provided that such powers are exercised in furtherance of the purposes of this agreement. The CJC shall have no power or authority to bind any of the parties to this agreement individually to any debt, liability, or obligation. The CJC shall have no power to exercise any of the policy or taxing powers of any of the parties hereto.

## 5. SPECIFIC PURPOSE OF POWERS

### Purpose

The CJC shall endeavor:

- a. To provide long-range planning for the criminal justice system in Santa Cruz County;
- b. To provide a more effective and efficient criminal justice system for the citizens of the Cities and the County of Santa Cruz;
- c. To promote cooperation and coordination within the criminal justice system;
- d. To provide timely information on criminal justice matters, act as an advisory body to governmental entities in Santa Cruz County, and monitor and evaluate projects;
- e. To appoint and assume responsibility for staff;
- f. To review and approve the budget prepared for the CJC ;
- g. To form committees to assist in planning, analysis, policy and goal recommendations, and such other functions as the CJC deems necessary;
- h. To establish such bylaws and rules and regulations as may be necessary for its operation and the conduct of its business;
- i. To accept and expend funds (by contract or otherwise) for purposes consistent with the provisions hereof, which funds may be provided by the parties, United States Government, the State of California, or any subdivision thereof, or from any other person, agency or organization, whether public, private, for the purposes specified herein, and maintain at all times a complete and accurate system of accounting for such funds;
- j. To receive, accept and utilize the services of personnel offered by any of the parties to this agreement, or their representatives or agents; receive, accept and utilize property, real or personal, from any of the parties to this agreement, or their agents or representatives;
- k. To perform other functions in accordance with local policy.

## 6. BUDGET AND FINANCE

- a. Before the CJC may spend any funds it shall adopt a budget showing the purpose for which the funds will be expended, and source of such funds.
- b. The Santa Cruz County Treasurer's Office shall be the depository of all CJC funds and the County Treasurer shall be their custodian. The Auditor and Controller of the CJC shall be the Santa Cruz County Auditor-Controller. The duties of the Santa Cruz County Treasurer and Santa Cruz County Auditor-Controller shall be those found in Government Code Section 6505 et seq.
- c. In consideration of the mutual promises herein contained, it is hereby mutually agreed that the costs of maintaining the Council for the initial fiscal year (2011-12) commencing July 1, 2011 shall be pursuant to the budget (Attachment A) and shall be financed as provided in said Attachment.
- d. The CJC shall make available to each party an accounting report at least annually of all funds received and disbursed.

- e. Upon termination of this agreement or termination of the CJC property, any surplus money of the CJC shall be returned to the parties hereto in the same proportions as such parties made contributions to the CJC.
- f. The Executive Director of the CJC is designated as property custodian of the CJC. Every officer or employee of the CJC authorized to receive, account for or expend any funds shall file a bond in the sum of \$10,000.00. This requirement may be met by one or more blanket bonds.

## 7. INSURANCE

It is understood that the CJC assumes all responsibility for liabilities arising out of acts or omissions of its members, officers, agents or employees. CJC shall maintain insurance as set forth below:

- a. Worker's Compensation in the minimum statutorily required coverage amounts.
- b. Automobile Liability Insurance for each of vehicle used in the performance of this Agreement, including owned, non-owned (e.g. owned by employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
- c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

## 8. EFFECTIVE DATE AND TERM

This agreement shall be in full force and effect upon the date of execution by the County and all Cities within the County. Absent an agreement to extend the terms of this agreement, this agreement will terminate on June 30, 2016.

## 9. WITHDRAWAL OF PARTIES

Upon ninety (90) days written notice to all parties, any party may request to withdraw from its status as a party to this agreement, provided that such party has either discharged, or has arranged to the satisfaction of the remaining parties for the discharge of any pending obligations it has assumed hereunder. A party to this agreement will incur no liability for any obligation created after the effective date of such party's withdrawal.

## 10. AMENDMENTS

This agreement may be amended at any time by the written agreement by and among the County and signatory City governments.

## 11. LEGALITY OF AGREEMENT

Should any portion, term condition or provision of this agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, or provisions shall not be affected thereby.

WHEREFORE, the undersigned as authorized representatives of the parties hereto have hereunto set their hands.

COUNTY OF SANTA CRUZ

Dated:

Approved as to form:

By: Mohamed

10/4/11

By: [Signature]

CITY OF SANTA CRUZ

Dated:

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

CITY OF WATSONVILLE

Dated:

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

CITY OF CAPITOLA

Dated:

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

CITY OF SCOTTS VALLEY

Dated:

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

WHEREFORE, the undersigned as authorized representatives of the parties hereto have hereunto set their hands.

COUNTY OF SANTA CRUZ

Dated:

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

CITY OF SANTA CRUZ

Dated:

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

CITY OF WATSONVILLE

Dated:

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

CITY OF CAPITOLA

Dated:

Approved as to form:

By: \_\_\_\_\_

8/21/11

By: \_\_\_\_\_ 8-25-11

CITY OF SCOTTS VALLEY

Dated:

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

WHEREFORE, the undersigned as authorized representatives of the parties hereto have hereunto set their hands.

COUNTY OF SANTA CRUZ

Dated: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

CITY OF SANTA CRUZ

Dated: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

By:  8-29-11

By:  8-25-11

CITY OF WATSONVILLE

Dated: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

CITY OF CAPITOLA

Dated: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

CITY OF SCOTTS VALLEY

Dated: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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WHEREFORE, the undersigned as authorized representatives of the parties hereto have hereunto set their hands.

COUNTY OF SANTA CRUZ

Dated:

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

CITY OF SANTA CRUZ

Dated:

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

CITY OF WATSONVILLE

Dated:

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

CITY OF CAPITOLA

Dated:

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

CITY OF SCOTTS VALLEY

Dated:

Approved as to form:

By: *Stephen H. Ando*  
Stephen H. Ando  
City Manager

9-7-2011

By: *Kirsten Powell*  
Kirsten Powell  
City Attorney

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WHEREFORE, the undersigned as authorized representatives of the parties hereto have hereunto set their hands.

COUNTY OF SANTA CRUZ

Dated: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

CITY OF SANTA CRUZ

Dated: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

CITY OF WATSONVILLE

Dated: \_\_\_\_\_

Approved as to form:

By: [Signature]

10/15/11

By: [Signature]

CITY OF CAPITOLA

Dated: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

CITY OF SCOTTS VALLEY

Dated: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_