

**Santa Clara County Specialized Enforcement Team
MEMORANDUM OF UNDERSTANDING**

July 1, 2021

I. AUTHORITIES

The Santa Clara County Specialized Enforcement Team (SCCSET) Task Force (hereinafter referred to as the “Task Force”) is administered and managed by the Campbell Police Department.

II. PARTIES

This MOU is a formal task force agreement between the City of Campbell and the Participating Agencies of SCCSET listed below (hereinafter referred to individually as the “Participating Agency” or collectively as the “Participating Agencies”). This MOU is effective on July 1, 2021.

The individual Participating Agencies listed below agree to abide by the tenets and provisions of this MOU throughout the duration of SCCSET’s existence.

| | |
|--|------------------------------|
| City of Campbell | City of Santa Clara |
| City of San Jose | City of Mountain View |
| City of Sunnyvale | City of Milpitas |
| City of Gilroy | Town of Los Gatos |
| City of Palo Alto | City of Los Altos |
| City of Morgan Hill | Santa Clara County Sheriff |
| Santa Clara County District Attorney | Santa Clara County Probation |
| California State Parole – Division of Adult Parole Operations (DAPO) | |
| California Highway Patrol | |
| San Jose State University Police | |
| California Department of Alcoholic Beverage Control | |

III. PURPOSE

The purpose of this MOU is to describe the responsibilities and commitments of the Participating Agencies in SCCSET. The MOU also outlines the mission and objectives for SCCSET. Nothing in this MOU is intended to create a local public agency or a joint powers agreement. SCCSET acts only through voluntary participation by the individual Participating Agencies and is not authorized to hold property or exercise independent powers. SCCSET funds are held and disbursed solely by the City of Campbell.

This MOU supersedes all previous SCCSET MOUs.

IV. MISSION

The mission of SCCSET is to promote interagency collaboration to prevent, suppress, and combat the impact of violent and career criminals, PRCS/AB109 offenders, major narcotic offenders, human trafficking offenders, criminal organizations, gangs, firearms traffickers, and other significant crimes to increase public safety in Santa Clara County.

V. ADMINISTRATIVE RESPONSIBILITIES

A. Campbell Police Chief

The Campbell Police Chief, with the input from Participating Agency Department Heads (or their designee), shall be responsible for the development of Task Force policies and operating procedures and shall periodically review and evaluate the Task Force operations, mission, policies, and procedures.

B. Task Force Commander

The Task Force Commander shall be a peace officer of the rank of lieutenant or higher from one of the Participating Agencies. The Task Force Commander will be responsible for managing SCCSET and will report to the Campbell Police Chief or his designated representative. The Task Force Commander will provide monthly and annual reports of SCCSET's activities to the Campbell Police Chief and to Participating Agency Department Heads.

Any personnel assigned to SCCSET shall work under the immediate supervision of the Task Force Commander and shall adhere to the published policies and procedures of SCCSET. The Task Force Commander and Task Force Supervisor(s) (as defined in Section (V)(c) below) should be involved in the interview and selection of Investigators and support personnel assigned to the Task Force.

C. Task Force Supervisor

The Task Force Supervisor(s) shall be a peace, probation, or parole officer of supervisory rank from one of the Participating Agencies. The Campbell Police Chief shall have final approval for the Task Force Supervisor(s). The Task Force Supervisor(s) will report to the Task Force Commander. The Task Force Supervisor(s) will be a working member of the team who is responsible for the direct supervision of Task Force related operations and personnel. The Task Force Supervisor(s) shall perform administrative and operational assignments as assigned by the Task Force Commander.

D. Investigators

SCCSET shall be staffed by qualified investigators recommended for the assignment by the Participating Agencies (the "SCCSET Investigators"). Assignment to SCCSET should be for a minimum of two years. Prospective investigators for SCCSET will be selected by each Participating Agency. Consideration for placement in SCCSET will be based on past job performance, investigative experience, and the ability to work with others in a close team relationship.

Any SCCSET Investigators not meeting acceptable standards of performance or refusing to comply with SCCSET policies and procedures may be removed from SCCSET by the Task Force Commander, with approval from the Campbell Police Chief. If the Task Force Commander has cause to replace an officer, they shall discuss the issue with the Investigator's employing agency. If the Participating Agency does not concur with the

decision of the Task Force Commander to remove and replace the officer, the issue shall be forwarded to the Campbell Police Chief for final resolution. It is agreed, however, that it is in the best interest of SCCSET to resolve the operational problems at the lowest possible level.

E. Clerical

The appropriate staff will be assigned to SCCSET to assist members to achieve their mission. The number and placement of such staff will be determined by the Task Force Commander in consideration of the needs of SCCSET.

VI. PERSONNEL

- A. Membership: The SCCSET Task Force consists of Police Officers, Parole Officers, and Probation Officers from the Participating Agencies.
- B. Assignment to the SCCSET Task Force: Personnel selections for SCCSET are at the discretion of the Task Force Commander and each Participating Agency with the approval of the Campbell Police Chief. Assignment to SCCSET will be continued based on performance and the needs of SCCSET.
- C. Personnel Management: Each member of SCCSET will be subject to the personnel rules, regulations, policies, and terms and conditions of employment of his or her employing agency.

If any SCCSET member's outside employment poses a potential for conflict of interest, as determined by the Task Force Commander, said member may be excluded from SCCSET.

- D. No Employment by the SCCSET Task Force of Law Enforcement Personnel: SCCSET does not directly or indirectly employ any of the Task Force personnel assigned to it by Participating Agencies. SCCSET is established for the effective coordination of investigations and enforcement action and does not establish employer-employee relationships with the personnel assigned to SCCSET. All personnel assigned to SCCSET by their employing agencies shall remain employees only of their respective employing agencies and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from SCCSET, the Campbell Police Department, or from fellow Participating Agencies.
- E. Use of Contract Personnel: Participating Agencies may employ contract personnel to assist with analytical and administrative tasks deemed necessary by the Task Force Commander. These individuals may be non-law enforcement personnel including but not limited to, secretaries, financial analysts, computer specialists, linguists, etc. These individuals may be required to pass a background investigation and complete a non-disclosure agreement, as determined by the Task Force Commander.
- F. Responsibility of Participating Agency: Participating Agencies shall retain responsibility for the employment, salary, benefits, and terms and conditions of all employees assigned to the

SCCSET. All SCCSET members remain subject to the direction and control of their respective agency head or designee in all applicable professional and personal matters. The agency head or designee shall be responsible for the conduct and actions of their respective employees.

VII. INFORMATION MANAGEMENT

- A. Records and Reports: All SCCSET investigative records and reports will be maintained at the SCCSET Task Force location or in the appropriate law enforcement agency offices. The investigative records and reports shall be kept in a manner that is consistent with applicable state and/or federal laws and regulations.

The Santa Clara County Sheriff's Office will provide to the SCCSET report writing software, custodian of record management, IT support, and evidence storage.

- B. Non-Disclosure Agreement: SCCSET information is confidential and may not be disclosed in any manner to any third party, or in any social media or other communication format for any reason, and may only be disseminated as required by applicable state and/or federal laws and regulations or with the prior authorization from the Task Force Commander.
- C. Media: No SCCSET member will discuss or otherwise reveal information relating to SCCSET investigations to any media representatives, unless expressly authorized by the Task Force Commander. All media releases on SCCSET matters will be mutually agreed upon and coordinated jointly by the Task Force Commander and a Campbell Police Captain.

VIII. FACILITIES AND EQUIPMENT

- A. Responsibility: The Task Force Commander will be responsible for the equipment acquired for use by SCCSET. He/she will establish procedures for accounting for and safeguarding those fixed assets.
- B. Task Force Office Space: Appropriate and sufficient office space for SCCSET use shall be identified and procured by the Task Force Commander, with the assistance of a Campbell Police Captain, and the Task Force Supervisor(s).
- C. Vehicles: Each agency shall supply its assigned investigator(s) to SCCSET with a suitably equipped unmarked emergency vehicle. Said agency will provide fuel, maintenance and insurance coverage for that vehicle. Each agency, whether providing a vehicle or not, will be responsible for any claims arising out of or in any way related to the operation of any vehicle used by SCCSET member. This will include both liability and collision.

Vehicles supplied by a Participating Agency will only be driven by that agency's SCCSET Investigator(s), unless extenuating circumstances arise.

- D. Other Equipment: Participating Agencies will provide SCCSET Investigators with computers and most other needed electrical equipment to support SCCSET investigations.

Any equipment purchased with Task Force or seized funds that is damaged, broken, misplaced, lost, or stolen through the gross negligence, or wrongful act or omission of an SCCSET Investigator, shall be repaired or replaced by the employing agency of the responsible employee at the determination of the Task Force Commander.

- E. Termination of Task Force: In the event the Task Force is dissolved, any and all property, including equipment, furniture, and furnishings of whatever kind or description purchased or acquired with Task Force asset forfeiture funds shall be disposed of at the discretion of the Campbell Police Chief with input from Participating Agency Department Heads (or their designee). Any and all property purchased or acquired with Task Force federal asset forfeiture funds will become the sole property of the City of Campbell based on federal requirements.

IX. SALARIES AND FUNDING

- A. Salary and Compensation: Each Participating Agency is responsible for providing its respective personnel with salaries, benefits, and overtime in accordance with FLSA regulations
- B. Commander/Supervisor Offset Reimbursement: Participating Agencies that provide supervisory personnel for the management and supervision of the Task Force shall receive an annual reimbursement to offset the salaries of the Task Force Commander position and up to two Task Force Supervisor positions as follows:
- Task Force Commander: \$75,000 annual reimbursement
- C. Operational Cost Off-set Contribution: SCCSET operates within the entirety of Santa Clara County and conducts investigations and enforcement action in every jurisdiction. As such, every law enforcement agency in Santa Clara County is encouraged to participate in the Task Force by assigning an officer/deputy/probation or parole officer or their respective supervisor to work on the Task Force. At times this may not be possible, but SCCSET will remain available to assist any Participating Agency regardless of active participation in the Task Force.

SCCSET does not have a dedicated funding source to sustain operations. The Santa Clara County Police Chiefs' Association (SCCPA) at the March 11, 2021 SCCPCA Meeting and voted in favor of creating a funding source for SCCSET. The County Chiefs approved that Participating Agencies who participate in the Task Force by assigning a minimum of one personnel will contribute \$5,000 annually, and those Participating Agencies who do not assign a minimum of one personnel to the Task Force will contribute \$10,000 annually. These funds paid by the Participating Agencies to the City of Campbell will be used to offset the cost of SCCSET operational expenses.

In consideration of their ongoing partnership with the Task Force and providing SCCSET with report writing software, custodian of record management, IT support, and evidence storage, the Santa Clara County Sheriff's Office is exempt from this contribution.

Based on the structure of this MOU and the oversight necessary to the operation of SCCSET, the Campbell Police Department is also exempt from this contribution.

Any Participating Agency which is a state or federal law enforcement agency is also exempt from making a financial contribution.

- D. Budget: The Task Force Commander will prepare a proposed budget each year for the ensuing fiscal year for approval by the Campbell Police Chief. A monthly report of expenditures shall accompany the monthly statistics report. City of Campbell will prepare and transmit to the other Parties monthly invoices for their respective shares of the SCCSET costs, except to those Parties who are exempt from making a financial contribution. The invoiced Parties agree to pay promptly, within 30 days of the date of the invoice, to the City of Campbell.

If a Participating Agency chooses to terminate its participation under the terms of this Agreement, said Party shall remain financially responsible for its individual share of the allocated cost for that fiscal year only.

- E. All expenditures using SCCSET funds must follow the City of Campbell purchasing rules.

X. TRAINING

Any trainings required by the Commission on Peace Officer Standards and Training (POST) shall be handled by the Participating Agencies according to their individual budget. Additional training may be provided through the Task Force based on the funds designated for training in the Task Force budget. A yearly training plan for all Task Force personnel, sworn and non-sworn, shall be prepared by the Task Force Commander upon their assignment to the Task Force. In addition, a yearly group training plan shall be prepared and submitted with the Task Force yearly budget proposal.

XI. ANNUAL REPORT

The Task Force Commander will create an annual report of activity no later than March 15th of each year that will be shared with all Participating Agencies. This report will summarize the preceding calendar year's operation and shall include a section for statistical data broken down in a similar fashion to that of the monthly reports. The report shall contain sufficient information regarding controlled substance abuse and trafficking trends to enable the Participating Agency Department Heads (or their designee) to reassess the Task Force mission related to narcotics trafficking.

XII. ASSET FORFEITURE

The City of Campbell shall retain all monies and assets seized by means of state asset forfeiture for the operation of the Task Force. These funds shall be deposited into City of Campbell bank accounts and shall be utilized for investigative purposes, equipment, rent, and other needs as necessary for operation of the Task Force.

Based on federal requirements, all monies received through federal asset forfeiture belong solely to the City of Campbell. These funds will be used in accordance with federal guidelines and used for SCCSET related expenses.

XIII. ASSET FORFEITURE EQUITABLE SHARING FORMULA

In the event of the dissolution of SCCSET, any funds remaining shall be disbursed to Participating Agencies according to the following formula:

- 5% to each Participating Agency with a part-time investigator assigned to and working in the unit.
- The remaining balance shall be equally divided between the remaining Participating Agencies with a full-time investigator assigned to and working in the unit.

Based on federal requirements and restrictions, any remaining federal asset forfeiture balance will belong solely to the City of Campbell.

In the event of the dissolution of SCCSET, the aforementioned disbursements will be made after each Participating Agency's cost obligations related to the operation of the Task Force are paid in full.

XIV. ADMINISTRATION AND AUDIT

Any and all records pertaining to expenditures related to SCCSET operations shall be readily available for examination and audit by any Participating Agency. In addition, all such records and reports shall be maintained until audits and examinations are completed and resolved, or for a period of three (3) years after the termination of this MOU, whichever is sooner.

At the change of command of a Task Force Commander, an audit of the undercover funds and specialized equipment shall be performed.

XV. LIABILITY

For the purpose of indemnification, each Participating Agency of SCCSET shall be responsible for the acts or omissions of its respective participating personnel and shall incur any liabilities arising out of the acts or omissions of its respective personnel while participating in SCCSET.

Personnel assigned to SCCSET shall be deemed to be continuing under the employment of their respective jurisdiction and shall have the same powers, duties, privileges, responsibilities and immunities as are conferred upon them as an employee in their own jurisdiction.

Each party ("Indemnitor") to this MOU agrees to defend, indemnify, and hold harmless the other parties to this MOU but only in proportion to and to the extent that any liability is imposed on the other parties due to the acts or omissions of the Indemnitor party's employee(s). In addition, any Participating Agency shall be liable for any workers compensation or similar benefit extended to its respective employees.

XVI. INSURANCE

Each party to this MOU shall be responsible for obtaining and maintaining its own separate insurance coverage at least as broad as:

- a. Commercial General Liability Insurance: \$1,000,000 per occurrence. Proof of coverage for \$1 Million per occurrence including products and completed operations, property damage, bodily injury, personal and advertising injury will be provided on Insurance Services Office (ISO) Form CG 00 01 covering CGL.
- b. Automobile Liability Insurance: Proof of coverage for \$1,000,000 provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if MBOSC has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage
- c. Worker's Compensation Insurance, as required by the State of California, with statutory limits, and employer's liability insurance: \$1,000,000 per accident for bodily injury or disease. Must include a waiver of subrogation.

The coverage requirements can be satisfied by self-insurance or pooled risk plans that provide comparable coverage.

XVII. DURATION, MODIFICATION, AND TERMINATION OF MOU

The Effective Date of this MOU shall be the date first written above. Unless modified or terminated, the initial term of this MOU shall be for a period of ten (10) years from the Effective Date, and shall automatically renew as to each Participating Agency on the anniversary of the Effective Date for an additional ten (10) year period unless that Agency provides notice of its intention to withdraw from the MOU in writing at least 30-days prior to the anniversary of the Effective Date, as provided in the paragraph below. This MOU may be modified or terminated upon (1) the termination of the Task Force, or (2) the execution of a new, superseding MOU to comply with statutory requirements.

Each Participating Agency retains the right to terminate its participation by giving a 30-day written notice to the City of Campbell, Attention to the Campbell Police Chief, of its intent to terminate. Similarly, the City of Campbell may terminate its oversight of SCCSET by giving a 30-day notice to the Santa Clara County Police Chiefs' Association.

A Participating Agency that wishes to terminate its participation with SCCSET must return all equipment not owned by that Agency to the Participating Agency that owns the equipment; and any equipment supplied by the withdrawing agency will return to the withdrawing agency.

Termination of a Party from this MOU shall not terminate this MOU. No portion of the terminating Party's financial contribution provided under this MOU shall be refunded to the terminating Party. If the staff of the terminating Party was providing a service to the other Parties under the terms of this MOU that was not completed as of the effective date of the Party's termination, it shall be the responsibilities of the remaining Parties to assume the terminating Party's role or roles.

This MOU can be modified only by a writing signed by all of the Participating Agencies.

XVIII. AUTHORITY TO EXECUTE

The undersigned parties state that they represent and have the authority to execute this MOU on behalf of their respective agencies/departments and, in signing this MOU, concur with and support SCCSET as set forth in this MOU and for the period and purpose stated herein.

XIX. NO THIRD-PARTY RIGHTS

This MOU is not intended, and shall not be construed, to create any right, benefit, or enforceable law, substantive or procedural, for any third party against any parties to this MOU, the State of California, the United States, or the officers, employees, agents, or other associated personnel thereof.

XX. GOVERNING LAW

This MOU shall be governed, construed, and enforced in accordance with the laws of the State of California.

XXI. SEVERABILITY

The unenforceability, invalidity or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable, invalid or illegal.

XXII. COUNTERPARTS

The parties may execute this MOU in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

[SIGNATURES ON FOLLOWING PAGE]

By their signatures below, the parties herein acknowledge that they have read the terms of this MOU, understand the terms thereof and are fully agreed thereto, and are authorized to execute this MOU on their respective entity's behalf on the date indicated above.

City of Campbell

Approved as to Form:

By: _____
BRIAN LOVENTHAL
City Manager
70 N. First Street
Campbell, California 95008
Telephone: (408) 866-2125
Fax: (408) 374-6889

By: _____
WILLIAM R. SELIGMANN
City Attorney

City of Santa Clara

Approved as to Form:

By: _____
DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

By: _____
BRIAN DOYLE
City Attorney

City of San Jose

Approved as to Form:

By: _____
DAVID SYKES
City Manager
200 E. Santa Clara St.
San Jose, Ca 95113
Telephone: (408) 535-3500

By: _____
NORA FRIMANN
City Attorney

City of Mountain View

Approved as to Form:

By: _____
KIMBRA MCCARTHY
City Manager
500 Castro St., 3rd Floor
Mountain View, CA 94041
Telephone: (650) 903-6301

By: _____
For KRISHAN CHOPRA
City Attorney

City of Sunnyvale

Approved as to Form:

By: _____
KENT STEFFENS
City Manager
456 W. Olive Ave.
Sunnyvale, CA 94086
Telephone: (408) 730-7911

By: _____
JOHN A. NAGEL
City Attorney

City of Milpitas

Approved as to Form:

By: _____
STEVEN G. MCHARRIS
City Manager
455 East Calaveras Blvd.
Milpitas, CA 95035
Telephone: (408) 586-3059

By: _____
CHRISTOPHER J. DIAZ
City Attorney

City of Gilroy

Approved as to Form:

By: _____
JIMMY FORBIS
City Administrator
7351 Rosanna St.
Gilroy, CA 95020
Telephone: (408) 846-0202
Fax: (408) 846-0500

By: _____
ANDY FABER
City Attorney

Town of Los Gatos

Approved as to Form:

By: _____
LAUREL PREVETTI
Town Manager
110 E. Main St.
Los Gatos, CA 95030
Telephone: (408) 354-6832

By: _____
ROBERT SCHULTZ
Town Attorney

City of Palo Alto

Approved as to Form:

By: _____
ED SHIKADA
City Manager
Palo Alto City Hall, 7th Floor
250 Hamilton Avenue
Palo Alto, CA 94301
Telephone: (650) 329-2280

By: _____
MOLLY STUMP
City Attorney

City of Los Altos

Approved as to Form:

By: _____
BRAD KILGER
Interim City Manager
Los Altos City Hall
1 N. San Antonio Road
Los Altos, CA 94022
Telephone: (650) 947-2740
Fax: (650) 947-2731

By: _____
JOLIE HOUSTON
City Attorney

City of Morgan Hill

Approved as to Form:

By: _____
CHRISTINA TURNER
City Manager
17575 Peak Avenue
Morgan Hill, CA 95037
Telephone: (408) 776-7382
Fax: (408) 779-1592

By: _____
DONALD LARKIN
City Attorney

Santa Clara County Sheriff

Approved as to Form:

By: _____
LAURIE SMITH, Sheriff
Office of the Sheriff
55 West Younger Avenue
San Jose, CA CA 95110-1721
Telephone: (408) 808-4400
Fax: (408) 294-2467

By: _____
JAMES R. WILLIAMS
County Counsel

Santa Clara County District Attorney

By: _____
JEFF ROSEN, District Attorney
Santa Clara County District Attorney's Office
70 West Hedding Street, West Wing
San Jose, CA 95110
Telephone: (408) 299-7400

Santa Clara County Probation Department

By: _____
LAURA GARNETTE, Chief Probation Officer
Probation Administration Santa Clara County
2314 N. First St.
San Jose, CA 95131
Telephone: (408) 435-2000
Fax: (408) 456-0527

California State Parole – Division of Adult Parole Operations (DAPO)

By: _____
GUILLERMO VIERA ROSA, Director
Division of Adult Parole Operations

Telephone: (916) 445-6200
(Address)
(City, State, Zip Code)

California Highway Patrol

By: _____
JASON REARDON, Captain

Telephone: (____) ____ - _____
(Address)
(City, State, Zip Code)

San Jose State University Police

By: _____
_____ (Type/Print Name & Title)
_____ (Address)
_____ (City, State, Zip Code)
Telephone: (____) ____ - _____

California Department of Alcoholic Beverage Control

By: _____
_____ (Type/Print Name & Title)
_____ (Address)
_____ (City, State, Zip Code)
Telephone: (____) ____ - _____