

# **MEMORANDUM OF UNDERSTANDING**

## **SANTA CLARA COUNTY SPECIALIZED ENFORCEMENT TEAM (SCCSET)**

**01/01/2016 - 12/31/2016**

**Memorandum of Understanding  
Table of Contents**

<b>Memorandum of Understanding</b>	<b>3</b>
<b>I. Purpose</b>	<b>4</b>
<b>II. Mission</b>	<b>4</b>
<b>III. Task Force Council</b>	<b>4</b>
<b>IV. Management</b>	<b>5</b>
<b>V. Task Force Commander</b>	<b>5</b>
<b>VI. Task Force Supervisor</b>	<b>5</b>
<b>VII. Compensation</b>	<b>5</b>
<b>VIII. Budget</b>	<b>5</b>
<b>VIX. Training</b>	<b>5</b>
<b>X. Annual Report</b>	<b>6</b>
<b>XI. Resources</b>	<b>6</b>
<b>XII. Facilities, Equipment and Property</b>	<b>8</b>
<b>XIII. Asset Forfeiture</b>	<b>9</b>
<b>XIX. Administration and Audit</b>	<b>9</b>
<b>X. Inspection Process</b>	<b>9</b>
<b>XI. Non-Discrimination Clause</b>	<b>9</b>
<b>XII. Respective Responsibilities</b>	<b>10</b>
<b>XIII. Policy and Procedure Manual</b>	<b>10</b>
<b>XIV. Term of Agreement</b>	<b>10</b>
<b>XV. Authorization</b>	<b>11</b>
<b>Asset Forfeiture Formula</b>	
<b>Attachment A</b>	

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) to establish the Santa Clara County Specialized Enforcement Team (SCCSET) is entered into by the California Department of Justice, Bureau of Investigation (hereinafter BI) and the following participating agencies:

Alcohol Beverage and Control

California Department of Justice, Bureau of Investigation

Campbell Police Department

California Highway Patrol

Gilroy Police Department

Los Gatos Police Department

Morgan Hill Police Department

Mountain View Police Department

Palo Alto Police Department

Santa Clara Probation Department

Santa Clara Police Department

San Jose Police Department

## **I. PURPOSE**

The purpose of this memorandum is to set forth the responsibilities of the participating agencies as they relate to the Santa Clara County Specialized Enforcement Team (SCCSET). Working in conjunction, the participating agencies will endeavor to effectively enforce the controlled substance laws of the State of California as expressed in the Health and Safety Code, and applicable federal laws relating to the trafficking of controlled substances. Agencies participating in the Santa Clara County Specialized Enforcement Team will perform major crimes investigations to include, but not limited to narcotics, organized crime, violent crimes, gangs, firearms and other cases affecting public safety and the quality of life. Use of this task force concept is intended to ensure well-coordinated investigations and enforcement actions in the region between the various law enforcement agencies participating in the DOJ/BI Task Force program.

## **II. MISSION**

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

## **III. TASK FORCE COUNCIL**

The Santa Clara County Specialized Team will be governed by a "Task Force Council (Executive Board)."

**Participating Agency** - A "Participating Agency" is an allied state, federal or local law enforcement agency that has made a commitment of resources and/or manpower for an agreed upon time period.

**Structure** - The Task Force Council will consist of the Special Agent in Charge (SAC) of the California Department of Justice, Bureau of Investigation (BI), San Francisco Regional office or their designee and the department heads of each participating agency or their designee.

**Role** - The Task Force Council shall meet on a bi-monthly basis for the purpose of reviewing the activities of the Santa Clara County Specialized Enforcement Team. Also, the members shall have general responsibility for the oversight of the Santa Clara County Specialized Enforcement Team operations.

**Policy Authority** - The Task Force Council shall be responsible for the Santa Clara County Specialized Enforcement Team policies and operating procedures. The Council shall periodically review and evaluate the Santa Clara County Specialized Enforcement Team operations, goals, objectives, policies and procedures.

#### **IV. MANAGEMENT**

The management and supervision of the Santa Clara County Specialized Enforcement Team's resources will be the responsibility of the Task Force Commander. The Task Force Commander shall retain supervisory control of the personnel assigned to the Santa Clara County Specialized Enforcement Team. When the number of law enforcement personnel from participating agencies drops below six, DOJ/BI may terminate the MOU. When the number of law enforcement personnel from participating agencies is over nine, BI may add a second Task Force Commander.

#### **V. TASK FORCE COMMANDER**

A Task Force Commander (TFC) from BI shall be responsible for managing the Santa Clara County Specialized Enforcement Team and will report to the Task Force Council through the Chairperson of the Council. The Task Force Commander will provide the Task Force Council with monthly and annual reports of the Santa Clara County Specialized Enforcement Team activities. Any personnel assigned to the Santa Clara County Specialized Enforcement Team shall work under the immediate supervision of the Task Force Commander and shall adhere to the published policies and procedures of the Santa Clara County Specialized Enforcement Team. The Task Force Commander and the Task Force Supervisors shall be involved in the interview, and the selection of Task Force Agents and support personnel assigned to the Santa Clara County Specialized Enforcement Team.

#### **VI. TASK FORCE SUPERVISOR**

A Task Force Supervisor (TFS) is assigned to the unit from an allied agency and will report to the Task Force Commander. A Task Force Supervisor provides direct supervision for a myriad of task force related operations and personnel. The Task Force Supervisor performs administrative as well as operational assignments as assigned by the Task Force Commander.

#### **VII. COMPENSATION**

Each participating agency is responsible for providing its respective personnel with salaries, benefits and overtime in accordance with FLSA regulations.

#### **VIII. BUDGET**

The Task Force Commander will prepare a proposed budget each year (date to be determined by the Task Force Council) for the ensuing fiscal/calendar year for approval by the Task Force Council. A monthly report of expenditures shall accompany the monthly statistics report submitted to the Task Force Council as outlined in the Policy & Procedure Manual.

#### **IX. TRAINING**

Training is handled by participating agencies according to their individual budgets. Additional training shall 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.

## **X. ANNUAL REPORT**

The Task Force Commander will provide the Task Force Council and BI Headquarters with an annual report of activity no later than March 15, of each year. 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 Council to reassess task force goals and objectives related to narcotics trafficking.

## **XI. RESOURCES**

Each of the below listed agencies have agreed, by virtue of the signature of the department head affixed to this MOU, to contribute the following personnel and/or resources to the Santa Clara County Specialized Enforcement Team in each year of this agreement.

### Alcohol Beverage and Control

- One Task Force Special Agent/Officer
- One undercover vehicle
- Investigative Safety Equipment
- Portable radio

### California Department of Justice

#### Bureau of Investigation

- One Special Agent Supervisor
- One undercover vehicle
- Investigative Safety Equipment
- Portable radio

### Campbell Police Department

- One Task Force Special Agent/Officer
- One undercover vehicle
- Investigative Safety Equipment
- Portable radio

### California Highway Patrol

- One Task Force Special Agent/Officer
- One undercover vehicle
- Investigative Safety Equipment

-Portable radio

Gilroy Police Department

-One Task Force Special Agent/Officer  
-One undercover vehicle  
-Investigative Safety Equipment  
-Portable radio

Los Gatos Police Department

-One Task Force Special Agent/Officer  
-One undercover vehicle  
-Investigative Safety Equipment  
-Portable radio

Morgan Hill Police Department

-One Task Force Special Agent/Officer  
-One undercover vehicle  
-Investigative Safety Equipment  
-Portable radio

Mountain View Police Department

-One Task Force Supervisor /Sgt  
-One Task Force Special Agent/Officer  
-One undercover vehicle  
-Investigative Safety Equipment  
-Portable radio

Palo Alto Police Department

-One Task Force Special Agent/Officer  
-One undercover vehicle  
-Investigative Safety Equipment  
-Portable radio

Santa Clara Police Department

-One Task Force Supervisor/Sgt.  
-One Task Force Special Agent/Officer  
-One undercover vehicle  
-Investigative Safety Equipment  
-Portable radio

San Jose Police Department

-One Task Force Special Agent/Officer  
-One undercover vehicle  
-Investigative Safety Equipment  
-Portable radio

## **XII. FACILITIES, EQUIPMENT and PROPERTY**

When the number of law enforcement personnel from participating agencies drops permanently below three, BI may terminate the MOU. In each such case, any balance of the facilities lease agreement (or any other contractual agreement) will be shared on a pro-rata basis by the participating agencies in this MOU, or paid with asset forfeiture funds.

Any and all property, including equipment, furniture, furnishings, of whatever kind or description, purchased or acquired with DOJ or with the participating MOU agency's funds shall be the property of DOJ or the participating agency. At the termination of this agreement and whereupon no new agreement is reached, all said property shall be returned to DOJ or the participating agency.

Any equipment purchased with task force or seized funds which is damaged, broken, misplaced, lost or stolen, through gross negligence, wrongful act, or omission of any officer or agent assigned to the Santa Clara County Specialized Team, shall be repaired or replaced by the agency of the responsible employee at the determination of the Task Force Commander or his designee.

The San Jose Police Department has agreed to allow the Santa Clara County Specialized Enforcement Team to store all Santa Clara County Specialized Enforcement Team evidence at the San Jose Police Department.

## **XIII. ASSET FORFEITURE**

Based on the attached asset forfeiture agreement, proceeds derived from an asset forfeiture, under state or federal law, initiated in the course of investigations conducted by the Santa Clara County Specialized Enforcement Team, will be shared equitably among member agencies, including BI. The equitable sharing will be based on the attached formula developed by the Task Force Council (refer to Attachment A). All forfeiture procedures and sharing will be based upon the appropriate provisions of state or federal law and policy. Modifications to the asset forfeiture agreement requires approval in writing by the members of the Task Force Council and BI Headquarters.

## **XIV. ADMINISTRATION AND AUDIT**

In no event shall the member agencies charge any indirect costs to DOJ for administration or implementation of this agreement during the term thereof. Any and all records pertaining to the Santa Clara County Specialized Enforcement Team expenditures shall be readily available for examination and audit by BI or any other 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 (3) three years after termination of the agreement, whichever is sooner.

## **X. INSPECTION PROCESS**



It is the policy of BI to maintain a formal administrative inspection program. This program requires inspections of each BI supervised regional task force once every twenty four (24) months or as necessary, with follow-up inspections within six (6) months. Copies of the inspection report will be delivered to the regional office SAC and the Task Force Commander.

Upon the change of command of a Task Force Supervisor, an administrative inspection shall be conducted, which includes all areas of the compliance inspection with the exception of staff interviews.

## **XI. NONDISCRIMINATION CLAUSE**

All participating agencies will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed or pursuant to the regulations of the U.S. Department of Justice (CFR, Part 42, Subparts C and D) issued pursuant to Title VI relating to discrimination on the grounds of race, color, creed, sex, age or national origin and equal employment opportunities.

## **XII. RESPECTIVE RESPONSIBILITIES**

For the purpose of indemnification, each participating agency of the Santa Clara County Specialized Enforcement Team shall be responsible for the acts of its participating officer(s) and shall incur any liabilities arising out of the services and activities of those officers while participating in the Santa Clara County Specialized Enforcement Team. Personnel assigned to the Santa Clara County Specialized Enforcement Team shall be deemed to be continuing under the employment of their jurisdictions and shall have the same powers, duties, privileges, responsibilities and immunities as are conferred upon them as peace officers in their own jurisdictions.

## **XIII. POLICY AND PROCEDURE MANUAL**

It is agreed that all members of the task force shall abide by the applicable policies and procedures as expressed in the Santa Clara County Specialized Enforcement Team manual, which is specific in content to the needs, objectives and goals of the Santa Clara County Specialized Enforcement Team.

## **XIV. TERM OF AGREEMENT**

The term of this agreement shall be from 01/01/2016 through 12/31/2016. The term of this agreement may be canceled by notice in writing to the Task Force Council Chairperson thirty (30) days prior thereof. An extension of this MOU will be granted pursuant to the signed agreement of the Task Force Council. The Santa Clara County Specialized Enforcement Teamam will only be responsible for financial obligations incurred by task force participating agencies during the term of this agreement.

## XV. AUTHORIZATION

The participating agencies, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU shall be forwarded to the California Department of Justice with all attachments and will become effective upon signature of all parties. All future amendments must be forwarded to the California Department of Justice and will become effective upon signature of all parties.

<u>Ann Ann</u>	<u>3/20/16</u>	<u>Dennis Burns</u>	<u>Palo Alto PD</u>
SIGNATURE	DATE	PRINTED NAME	AGENCY NAME

<u>DK</u>	<u>4/5/16</u>	<u>DAVID CARMICHAEL</u>	<u>Campbell PD</u>
SIGNATURE	DATE	PRINTED NAME	AGENCY NAME

<u>Denise J Turner</u>	<u>4/6/16</u>	<u>Denise J Turner</u>	<u>Gilroy PD</u>
SIGNATURE	DATE	PRINTED NAME	AGENCY NAME

<u>David L Swing</u>	<u>4/10/16</u>	<u>DAVID L Swing</u>	<u>Morgan Hill PD</u>
SIGNATURE	DATE	PRINTED NAME	AGENCY NAME

_____ SIGNATURE	_____ DATE	_____ PRINTED NAME	_____ AGENCY NAME
--------------------	---------------	-----------------------	----------------------

_____ SIGNATURE	_____ DATE	_____ PRINTED NAME	_____ AGENCY NAME
--------------------	---------------	-----------------------	----------------------

_____ SIGNATURE	_____ DATE	_____ PRINTED NAME	_____ AGENCY NAME
--------------------	---------------	-----------------------	----------------------

_____ SIGNATURE	_____ DATE	_____ PRINTED NAME	_____ AGENCY NAME
--------------------	---------------	-----------------------	----------------------

_____ SIGNATURE	_____ DATE	_____ PRINTED NAME	_____ AGENCY NAME
--------------------	---------------	-----------------------	----------------------

## **ATTACHMENT A**

### **SCCSET's ASSET FORFEITURE EQUITABLE SHARING FORMULA**

\*When disbursement is made to the member agencies, the formula for distributing funds shall be as follows upon the closure of the team:

5% for each member agency that has a part-time Task Force Officer assigned and working on the unit.

The balance of all remaining funds shall be disbursed equally amongst the remaining full-time participating agencies. Member agencies will include the California Department of Justice, Bureau of Investigation in its calculation for disbursement. All disbursements will be made only after all Santa Clara Specialized Enforcement debt obligations are paid.

\* As established by the Executive Board, the Santa Clara County Specialized Enforcement Team currently retains asset forfeited proceeds to be utilized for buy funds, additional operational needs, equipment and other needs as necessary with board approval.