



# **Santa Clara County Gang Task Force**

## **Memorandum of Understanding 2017**

Santa Clara County  
Gang Task Force

Memorandum of Understanding

I. Overview	Page 2
II. Mission Statement and Objectives	Page 3
III. Organization	Page 4
IV. Fiscal Procedures	Page 5
V. Equipment	Page 5
VI. Liability	Page 5
VII. Asset Seizure	Page 6
VIII. Standard Operation Procedures	Page 6
VIII. Amendments to the MOU	Page 7
X. Terms of Agreement/ Signatures	Page 7

## **I. Overview**

This Memorandum of Understanding (herein referred to as the MOU) is being executed by the agencies listed below for the purpose of forming the Santa Clara County Gang Task Force, herein referred to as SCCGTF, initiated on or about January 2017. The cities listed herein agree to abide by the terms and provisions of this MOU throughout the duration of this joint operation.

Santa Clara Police Department  
Sunnyvale Department of Public Safety  
City of Mountain View  
Los Altos Police Department  
Palo Alto Police Department  
Gilroy Police Department  
Morgan Hill Police Department  
Campbell Police Department  
San Jose Police Department  
Los Gatos/Monte Sereno Police Department  
Milpitas Police Department  
San Jose State University Police Department  
Stanford Department of Public Safety  
Santa Clara County Sheriff's Office  
Santa Clara County Probation Department  
Santa Clara County District Attorney's Office  
US Marshals Service  
California Department of Corrections/Rehabilitation- Division of Adult  
Parole Operations

The SCCGTF has been formed to address gang related violent activity in Santa Clara County. This Task Force is comprised of personnel from the above Santa Clara County agencies; including County Probation, State Parole and the U.S. Marshals Service. It is our belief that the collaborative efforts will reduce violent gang activity, increase communication with participating agencies, and develop intelligence to successfully prosecute gang members and their associates.

## **II. Mission Statement and Objectives**

It is our mission to collaboratively enable uniformed and plain clothed gang officers from participating agencies to jointly address gang violence in Santa Clara County.

- To maintain order to all neighborhoods within Santa Clara County.
- To proactively enforce all laws, codes, and ordinances in an effort to reduce the chances of violent and life threatening behavior.
- To treat each contact professionally and within the law.
- To conduct searches/compliance checks at the residence of probationers and/or parolees (who have been identified as gang members or gang affiliates).
- To identify current gang members, substantiate gang membership of new members, and confirm gang affiliation, if any, of those that have not met established gang member/affiliate standards.
- To enhance probation and parole conditions for those probationers/parolees affiliated with gang membership.
- To conduct or assist in the service of search and arrest warrants.
- To work with the District Attorney's Office to prosecute suspected gang members as appropriate.
- To provide reports to the Chief of the participating agencies regarding SCCGTF operational activities.

## **III. Organization**

Oversight: Chief of Police- involved agencies.

Direct Oversight: Board of Directors for the Task Force, one designee per participating agency.

Managerial Supervision: Each agency represented will designate a Commander responsible for that agency's representatives on the taskforce.

Supervision: Watch Commander notification will occur prior to any planned action being taken in any jurisdiction.

Line Supervisor: Each squad will have a Squad Leader, rank of Sergeant or Lieutenant, in charge of the officers assigned to that squad.

Squads: May be comprised of a supervisor and officers, deputies (SCCSO), probation, parole, agents (FBI, US Marshalls) and will vary upon assignment.

Support Squads: May have a Transport officer, dispatcher, or intelligence officer/analyst depending on the operation.

#### **IV. Fiscal Procedures**

Each agency will be responsible for the full payment of its personnel assigned to the Task Force and such salary shall be deemed to be full salary. Each participating agency will notify the Board of Directors of any overtime constraints for their personnel. No agency or representative from any agency will be reimbursed from the Task Force.

#### **V. Equipment**

##### **A. Communication Equipment**

The hosting agency will be responsible for ensuring communication among SCCGTF members is on a common channel.

##### **B. Vehicles**

Each participating agency shall supply its member a fully equipped marked or unmarked emergency vehicle. Said agencies will provide fuel and maintenance for that vehicle. Each agency will be responsible for any claims arising out of the operation of their vehicle by the agency's team member, both liability and collision.

##### **C. Other Equipment**

Other equipment including, but not limited to, covert equipment, computers, cameras, video equipment, radios, cell phones, etc. may be supplied by participating agencies. Equipment provided for Task Force use shall remain the property of the supplying agency. Investigations requiring special support, e.g. air support, surveillance vehicles, or other items will require assistance from the member agencies.

## **VI. Liability**

For the purposes of indemnification, each participating agency of the SCCGTF 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 SCCGTF.

Personnel assigned to SCCGTF shall be deemed to be continuing under the employment of their jurisdiction and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon them as a peace officer in their own jurisdiction.

Each party to this agreement agrees to defend, indemnify, and hold harmless the other parties in this agreement to the extent that any liability is imposed on those parties due to the acts or omissions of the party's employees. In addition, any participating agency shall be liable for any worker's compensation or similar benefit extended to its employees.

## **VII. Asset Seizure**

Any property acquired through asset forfeiture will be shared by the group members/participating agencies equally, or as otherwise agreed to by all management representatives of the group members. However, cash and proceeds from the sale of forfeited property must be handled pursuant to Federal Law 21 USC, 881(e) and "The Attorney General's Guidelines on Seized and Forfeited Property."

## **VIII. Standard Operating Procedures**

Officers assigned to the SCCGTF will follow their own agency's policies and Santa Clara County protocols including, accidents, use of force, deadly force, officer involved shootings, complaints, vehicle pursuits, etc. The SCCGTF will develop Standard Operating Procedures specific to SCCGTF operations. These Standard Operating Procedures will not conflict with the policies of the participating agencies or Santa Clara County protocols.

## **VIII. Amendments to the Memorandum of Understanding**

The Board of Directors may amend any portion of this agreement at any time by doing so in writing and having the proposed modifications signed by the participating Chiefs of Police or their City designee.

## **X. Terms of Agreement and Signatures**

This agreement shall commence on \_\_\_\_\_ by and between the cities:

Santa Clara Police Department  
Sunnyvale Department of Public Safety  
City of Mountain View  
Los Altos Police Department  
Palo Alto Police Department  
Gilroy Police Department  
Morgan Hill Police Department  
Campbell Police Department  
San Jose Police Department  
Los Gatos/Monte Sereno Police Department  
Milpitas Police Department  
San Jose State University Police Department  
Stanford Department of Public Safety  
Santa Clara County Sheriff's Office  
Santa Clara County Probation Department  
Santa Clara County District Attorney's Office  
US Marshals Service  
California Department of Corrections/Rehabilitation-Division of Adult  
Parole Operations

This agreement shall remain in effect until the Board of Directors determines that the Task Force shall be terminated.

The participating agencies may elect to terminate this agreement prior to the designated termination date. Any participating agency that chooses to terminate its participation in this agreement shall indicate such intent in writing. Any notice of termination shall be submitted to the Board of Directors. Termination of a participating agency shall be deemed to take effect in thirty days (30) after receipt of the written notice.

The undersigned state they represent and have the authority to execute this Memorandum of Understanding on behalf of their respective agencies/departments and, in signing this Agreement, concur and support the SCCGTF as set forth in this Agreement and for the period and purpose as stated herein.

---

Santa Clara Police Department  
Chief Michael Sellers

---

Sunnyvale Department of Public Safety  
Chief Phan Ngo

---

Los Altos Police Department  
Chief Andy Galea

---

Mountain View Police Department  
Chief Max Bosel

---

City of Mountain View-City  
Manager, approved as to form  
CAO

---

Palo Alto Police Department  
Interim Chief Ron Watson

---

Santa Clara County Probation Department  
Chief Probation Officer Laura Garnette

---

CA Dept. of Corrections& Rehabilitation  
Division of Adult Parole Operations  
Director Daniel P. Stone

---

Santa Clara County Sheriff's Office  
Sheriff Laurie Smith

---

Gilroy Police Department  
Interim Police Chief Scot Smithee

---

Los Gatos/Monte Sereno Police Department  
Interim Chief Mike D'Antonio



---

Morgan Hill Police Department  
Chief David Swing

---

Campbell Police Department  
Chief David Carmichael

---

Milpitas Police Department  
Chief Steve Pangelinan

---

San Jose Police Department  
Chief Eddie Garcia

---

U.S. Marshals Service  
Northern District of California  
U.S. Marshal Donald M. O'Keefe

---

Santa Clara County District Attorney  
District Attorney Jeff Rosen

---

Stanford Department of Public Safety  
Chief Laura Wilson

---

San Jose State University Police Department  
Chief Peter Decena