

MEMORANDUM OF UNDERSTANDING
REGARDING POLICE SERVICES BETWEEN
COUNTY OF SANTA CLARA
&
STANFORD UNIVERSITY
2007

County of Santa Clara
Office of the Sheriff
55 W. Younger Avenue
San Jose, CA 95110

Stanford University
Department of Public Safety
711 Serra Street
Stanford, CA 94305

**MEMORANDUM OF UNDERSTANDING
REGARDING POLICE SERVICES BETWEEN
COUNTY OF SANTA CLARA
&
STANFORD UNIVERSITY
2007**

In order to provide for the assignment of certain specific police functions to qualified members of the Stanford University Department of Public Safety, and in compliance with the request of the University, the Sheriff of the County of Santa Clara will deputize Reserve Deputy Sheriffs (under Section 830.6 of the Penal Code) under conditions herewith set forth. Persons so deputized pursuant to this memorandum will be referred to as Santa Clara County Reserve Deputy Sheriffs at Stanford, hereinafter "Stanford Reserves."

The following words in this Memorandum of Understanding will have the meaning indicated below unless otherwise apparent from the context:

"Sheriff" means the Sheriff of the County of Santa Clara;

"Chief" means the Director/Chief of the Stanford University Department of Public Safety;

"Stanford Reserves" means Santa Clara County Reserve Deputy Sheriffs at Stanford University.

I. QUALIFICATIONS AND REQUIREMENTS FOR DEPUTIZATION

All persons to be deputized as Stanford Reserves pursuant to this memorandum must:

- A. be employed full time by the Stanford University Department of Public Safety;
- B. meet the minimum standards for employment as prescribed by the California Commission on Peace Officer Standards and Training and such further reasonable qualifications deemed necessary by the Sheriff;
- C. meet the minimum standards for training as prescribed by the California Commission on Peace Officer Standards and Training for Level I Reserve Deputy Sheriffs as described in Sections 830.6 and 832.6 of the California Penal Code and such further reasonable standards for training as required by the Sheriff;
- D. be recommended for such deputization by the Chief and approved by the Sheriff or his/her designee.

II. SPECIFIC ASSIGNMENTS AND JURISDICTION OF RESERVE DEPUTY SHERIFFS/STANFORD

- A. The "Specific Assignments" and Jurisdiction are:
 - 1. General law enforcement duties in all areas shown in Attachment A attached hereto and described in Attachment B attached hereto for the primary purposes of deterring and preventing violations of, and enforcing the laws of, the United States of America, the State of California and the ordinances of the County of Santa Clara.

2. The performance of such further duties as from time to time and at such locale as may be assigned by the Sheriff. The general duties and priorities of the Stanford Reserves are those directed by the Sheriff.
- B. The Stanford Reserves shall have the authority of Santa Clara County Reserve Deputy Sheriffs and shall act as Reserve Deputy Sheriffs only when they are on duty with the Stanford University Department of Public Safety performing the Specific Assignments as herein authorized.
 - C. The Specific Assignments set forth in this agreement are subject to any revocation of the Memorandum of Understanding by the Sheriff pursuant to the provisions of Section VI and shall be performed under the operational supervision and control of the Sheriff and the Chief in the latter's capacity as a Reserve Deputy Sheriff as more fully described in Section III.
 - D. Subject to the above Specific Assignments and the exceptions noted below, all initial and follow up investigations of crimes shall be conducted by Stanford Reserves unless the Sheriff directs otherwise.
 1. Initial and follow up investigations of all cases involving the death of a human being, attempted murder, kidnapping and/or the taking of a hostage or hostages shall be conducted jointly by Stanford Reserves and regular Santa Clara County Deputy Sheriffs. The Stanford Reserves shall notify the Sheriff or his/her designee of these cases upon discovery and shall control the scene until the

arrival of the follow up investigator, assigned by the Sheriff, who, upon arrival, will take responsibility for the case and assign duties to all involved personnel.

2. Initial and follow up investigations of all cases, other than those mentioned in (1) above, shall be conducted by the Stanford Reserves except in those instances that the Sheriff or his/her designee elects to take responsibility.
3. The Sheriff or his/her designee will be notified by Stanford University Department of Public Safety of all burglaries and thefts in excess of \$25,000 and other serious felony cases. Stanford University Department of Public Safety and the Sheriff will mutually agree upon internal reporting procedures.
4. The Sheriff will review and approve Stanford University Department of Public Safety policies guiding Internal Affairs investigations. The Stanford University Department of Public Safety will notify the Sheriff whenever it intends to conduct an Internal Affairs investigation on a matter that meets the requirements of the Santa Clara County Sheriff's Office General Orders for conducting an Internal Affairs investigation. The Sheriff may elect to take responsibility for such investigation.
5. All sworn personnel at the Stanford University Department of Public Safety are subject to the General Orders for Stanford University Department of Public Safety.

6. The General Orders for Stanford University Department of Public Safety will be reviewed and approved by the Sheriff or his/her designee prior to implementation. No changes will be made to any Stanford University Department of Public Safety General Orders without approval of the Sheriff or his/her designee.
- E. While on duty, or in preparation for duty, as Reserve Deputy Sheriffs, the Stanford Reserves may wear the badge and uniform approved by the Sheriff.

III. COMMAND AND CONTROL OF RESERVE DEPUTY SHERIFFS/STANFORD

- A. The Stanford Reserves may be called into active duty as Reserve Deputy Sheriffs by either the Sheriff or the Chief in the latter's capacity as a Reserve Deputy Sheriff. The Stanford Reserves, at the option of the Chief may be called to work as employees of the Stanford University Department of Public Safety as private citizens and not in their capacity as Reserve Deputy Sheriffs.
- B. Operational control and supervision of Stanford Reserves for such functions performed as private citizen employees of Stanford University shall be exercised by the Chief, and for those duties performed as Reserve Deputy Sheriffs the operational control and supervision will be exercised by the Sheriff and whenever reasonably possible through the Chief in the latter's capacity as a Reserve Deputy Sheriff or as a designee thereof at Stanford University in the Chief's capacity as a Reserve Deputy Sheriff or

such other channels as deemed necessary and proper under the exigencies of the situation.

- C. The Chief will be deputized in accordance with the provisions of this Memorandum as a Reserve Deputy Sheriff with the equivalent rank of Commander.
- D. In the exercise of his authority as a peace officer (conferred upon him/her by deputization pursuant to this memorandum) the Chief shall be under the command of any regular Deputy Sheriff of equivalent or higher rank. The Chief will meet with the Sheriff or any officer designated by the Sheriff at such intervals as are specified by the Sheriff.
- E. The Chief as a Reserve Deputy Sheriff will have such supervisory control or command over members of the Sheriff's Department, including Records Clerks, who have been assigned by the Sheriff to provide law enforcement related services at Stanford campus.
- F. The Sheriff's oversight and operational authority under this Agreement will be carried out by a Captain employed by the Santa Clara County Office of the Sheriff who shall act at the direction of the Sheriff in policy matters and at the direction of the Chief in operational matters, unless specifically directed by the Sheriff. The Sheriff's Captain will be posted at the Stanford University Department of Public Safety on the Stanford campus unless otherwise directed by the Sheriff. The Chief will provide semi-annual, written performance evaluations of the Captain's duties at Stanford to the Sheriff.

G. Stanford University agrees to fund the Captain position discussed immediately above and will pay, in quarterly installments, that amount equaling the annual salary and benefits which the Captain receives from the Santa Clara County Office of the Sheriff. The Sheriff's Office will provide billing statements on a quarterly basis for this purpose. Payments shall be made to the order of the Office of the Sheriff and delivered to the Office of the Sheriff, Fiscal Services, 55 West Younger Avenue, San Jose, CA 95110 within 30 days of receipt of each quarterly billing. If Stanford fails to make payment after 45 days, it shall incur a late fee penalty of ten percent (10%) per annum. The Sheriff's Office shall, prior to the commencement of the fiscal year, (which runs July 1st to June 30th), provide to Stanford an estimate of the costs for the Captain position to Stanford University for that year. If the Captain does not spend all of his/her time at Stanford, the salary will be prorated and an adjustment made each quarter.

IV. REPORTS, RECORDS AND INSPECTIONS

A. Primary responsibility for managing criminal records generated by Stanford Reserves will rest with a Santa Clara County Sheriff's Office Records Clerk ("Stanford Records Clerk.") The Chief, or his/her designee, will participate in the interview process with the Sheriff's Office for the selection of the Stanford Records Clerk. The Stanford Records Clerk will be posted at the Stanford University Department of Public Safety. The Stanford Records Clerk will oversee Stanford Department of Public Safety

criminal records management, will participate in Clery Act submissions, will run reports for the Chief or his/her designees and will assist with other front office and records related tasks at the Department of Public Safety, such as answering phones and responding to walk-in guests. The Captain from the Sheriff's Office will be the direct supervisor of the Stanford Records Clerk to address any performance-related matters. When the Stanford Records Clerk is unavailable, criminal records will be managed by Stanford Reserves. Except as lawfully permitted by the Sheriff or his/her designee, the Chief will not permit non-sworn Stanford employees to have access to confidential law enforcement information. (This section is not intended to affect records subject to disclosure under the Public Records Act or other laws.)

- B. Stanford University agrees to fund the Stanford Records Clerk position discussed immediately above and will pay, in quarterly installments, the amount equaling the annual salary and benefits that the Stanford Records Clerk receives from the Santa Clara County Office of the Sheriff. The Sheriff's Office will provide billing statements on a quarterly basis for this purpose. Payments will be made to the order of the Office of the Sheriff and delivered to the Office of the Sheriff, Fiscal Services, 55 West Younger Avenue, San Jose, CA 95110 within 30 days of receipt of each quarterly billing. If Stanford fails to make payment after 45 days, it will incur a late fee penalty of ten percent (10%) per annum. The Sheriff's Office will, prior to the commencement of the fiscal year, (which runs July

1st to June 30th), provide to Stanford an estimate of the costs for the Stanford Records Clerk position to Stanford University for that year. If the Stanford Records Clerk does not spend all of his/her time at Stanford, the salary will be prorated and an adjustment made each quarter. Stanford University also agrees to provide the Stanford Records Clerk with parking on the Stanford campus at no cost to the Sheriff's Office.

- C. The Sheriff's Office authorizes the Stanford University Department of Public Safety to allow its Senior Network Systems and Database Administrators the authority to maintain and protect the databases that are used to store and track the incident reports and law enforcement activities conducted by the Stanford Reserve Deputy Sheriffs. The database system will be configured in such a manner that access to the database will be limited to these authorized persons and the authorized law enforcement personnel working at Stanford University Department of Public Safety and Sheriff's Office staff. The Senior Network Systems and Database Administrators will only access portions of the database containing confidential law enforcement information when under the supervision of a Stanford Reserve, or qualified employee of County of Santa Clara. Such access will only take place when the access is necessary to maintain or repair the database or to assist a database user. The Sheriff or his/her designee will approve the Senior Network Systems and Database Administrators during the placement process. Stanford will remove the Senior Network Systems or Database Administrator upon the

Sheriff's reasonable objection to an individual fulfilling such a role. The Sheriff's Office Data Management Division will conduct random security checks of the system to insure proper security is in place.

D. The Stanford University Department of Public Safety will provide that information required under the Public Records Act to the public and press in compliance with the law. Stanford University Department of Public Safety and the Sheriff will develop new mutually agreeable reporting procedures.

E. All report forms used by the Stanford University Department of Public Safety for the reporting of crimes shall be submitted to the Sheriff for approval to insure compatibility with the Santa Clara County Sheriff's Department report forms.

F. All personnel files of Stanford Reserves will be open and available to the Sheriff.

G. The Stanford University Department of Public Safety will provide all normal duty assignments of Stanford Reserves to the Sheriff upon request.

V. **LIABILITY - FALSE ARREST INSURANCE PREMIUMS - HOLD HARMLESS AND INDEMNIFY**

A. Stanford University will provide for its own coverage for any potential liability arising from actions of the Stanford Reserves (but not for the Captain referenced in Paragraph III.F.) pursuant to this Memorandum and in the event that additional premiums are necessary in order that the

Stanford Reserves be covered by the false arrest insurance provided by the County of Santa Clara, Stanford University will agree to pay the additional amount. The University will also agree to indemnify, save harmless and defend the County of Santa Clara and its officers, agents and employees from all liability or claims for money or damages, arising from any alleged negligent or wrongful acts or omissions of on-duty Stanford Reserves and/or Stanford University excluding any such alleged negligent or wrongful acts or omissions done at the express and specific direction of the Sheriff or any Sheriff's representative.

VI. CAUSE AND PROCEDURE FOR REVOCATION OF DEPUTIZATION

- A. The Sheriff may immediately suspend or revoke the deputization of any Stanford Reserve for conduct which, in the Sheriff's judgment, is inconsistent with that of a reserve deputy sheriff; alternatively, the Sheriff may request the Chief to take other disciplinary action against any Stanford Reserve for such conduct.
- B. The Sheriff will immediately suspend or revoke the deputization of any Stanford Reserve when requested to do so by the Chief.
- C. The Sheriff may immediately revoke the deputization of any Stanford Reserve for failure to comply with the terms set forth in this Memorandum of Understanding.
- D. The revocation of reserve officer powers of any Stanford Reserve will be effective upon written notification by the Sheriff. A copy of this notice of revocation will be forwarded to the Chief.

- E. Nothing in this Memorandum shall be construed to limit the authority of the Chief to take such disciplinary actions as he/she deems appropriate against any employee of the Stanford University Department of Public Safety, including any Stanford Reserve.

VII. OTHER RESERVE DUTIES

- A. Persons deputized as Stanford Reserves but who are not deputized in accordance with the provisions of this Memorandum of Understanding shall not be designated or considered as Stanford Reserves, and none of the provisions of this memorandum shall be construed as pertaining to such persons, whether or not the Sheriff assigns or uses such persons on the Stanford University campus.

VIII. TERM, EFFECTIVE DATE AND TERMINATION

- A. This Memorandum of Understanding will become effective on the date signed and will supersede all previous Memorandums of Understanding and all other written agreements.
- B. This agreement shall be evaluated one year from date of execution and either party may give the other sixty (60) days notice of a request to renegotiate any of the terms.
- C. Revocation of the Memorandum of Understanding will be effective 30 calendar days after delivery of written notice to the President of Stanford University and to the Chief. The written notice will include detailed reasons for the revocation. Prior to the expiration of the 30 day period, the Stanford University Department of Public Safety may appeal the revocation

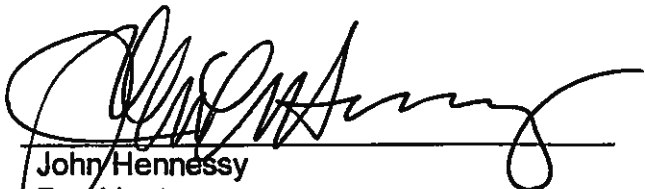
by submitting in writing its answer to the charges as listed in the order of revocation. If requested by the University, the Sheriff or his/her designated representative will meet with representatives of the University to discuss the charges and the appeal. After reviewing the appeal and the results of the meeting, the Sheriff's decision on the revocation is final.

COUNTY OF SANTA CLARA

LELAND STANFORD JUNIOR UNIVERSITY



Donald F. Gage, Chairperson
Board of Supervisors



John Hennessy
President

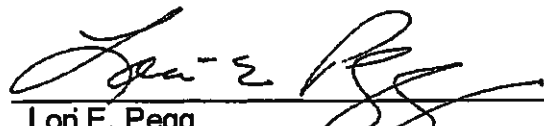
Date: MAY 22 2007

Date: 6/12/07

ATTEST: Phyllis A. Perez, Clerk
Board of Supervisors

Approved as to Form and Legality:





Lori E. Pegg
Lead Deputy County Counsel

Attachment A: Map of Stanford Properties
Attachment B: Description of Stanford Properties

ATTACHMENT "B"

Beginning at the intersection of the Southwest line of the El Camino Real and the Southeast line of Quarry Road; thence from said point of beginning Southeasterly along the Southwesterly line of El Camino Real to the Northwest line of Stanford Avenue; thence Southwesterly along the Northwest line of Stanford Avenue to the South line of Peter Cou tts Road; thence Southeasterly and Southerly and Southeasterly along the Southwesterly, Westerly and Southwesterly line of Peter Cou tts Road to the Northwest line of Page Mill Expressway; thence Southwest along the Northwest line of Page Mill Expressway to the Northeast line of Junipero Serra Boulevard; thence Northwesterly along the Northeast line of Junipero Serra Boulevard to the Northwest line Frenchman's Road; thence Southwest 90 feet and 232.51 feet; thence West 950.88 feet; thence Northwest 250 feet and 450 feet; thence North 304.65 feet; thence North to the Northeast line Junipero Serra Boulevard; thence Northwesterly along the Northeast line of Junipero Serra Boulevard to the East line of San Francisquito Creek; thence Northerly, Northeasterly and Northerly along the Easterly, Southeasterly and Easterly line of San Francisquito Creek to the Southeast line of Willow Road; thence Northeast along the Southeast line of Willow Road to the Southwest line of Pasteur Drive; thence Southeast along the Southwest line of Pasteur Drive to the Northwest line of the land of Stanford Medical Center; thence Southwest 194.50 feet; thence Southeast 995 feet; thence Northeast 618 feet and 815.82 feet; thence Northeast along the Southeast line of Quarry Road to the Northeast line

of Arboretum Drive; thence Southeast 134 feet; thence Northeast 147.69 feet; thence Northwest 148.28 feet; thence Northeast 500 feet more or less; thence Southeast to the South Corner of the land of Stanford University Hospital; thence Northeast 656.97 feet; thence Northwest 598.65 feet; thence Northeast 504.24 feet to the point of beginning. Together with the Stanford University property bounded by Deer Creek, Highway 280, San Francisquito Creek and Junipero Serra Boulevard and Foothill Expressway.

THIS RELATES TO
5.22.07 Item No. 52
 Supplemental Information No.
1a

**Stanford Trails Package Offer
 To Santa Clara County, 11-3-05**

- S-1 Routes**
- Revised Multipurpose Trail (ped & bike) (s)
 - Unpaved Hiking Trail (ped only) (u)
 - Bike Lanes Added to Deer Creek Rd.
- C-2 Routes**
- Existing County Trail (C-2)
 - Connector to Arastradero Preserve per CWTMP (c)
- 0 500 1,000 Feet
- 