

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE
AND
CAPISTRANO UNIFIED SCHOOL DISTRICT AND
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
SCHOOL MOBILE ASSESSMENT RESOURCE TEAM (SMART)**

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as "MOU," entered into this _____ day of _____, 2014, which date is enumerated for purpose of reference only, is by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County," acting through the Orange County Sheriff-Coroner Department, hereinafter referred to as "Sheriff" and the Orange County Probation Department, hereinafter referred to as "Probation," Capistrano Unified School District, hereinafter called "Capistrano USD," and Saddleback Valley Unified School District, hereinafter referred to as "Saddleback USD." This MOU shall be administered by the County of Orange Chief Probation Officer, hereinafter referred to as "Administrator." County, Capistrano USD and Saddleback USD may be referred to individually as "Party" or collectively as "Parties".

RECITALS:

WHEREAS, pursuant to Resolution No. 00-455 dated December 19, 2000, the Orange County Board of Supervisors (Board) authorized Administrator to execute, on behalf of the Orange County Juvenile Justice Coordinating Council (JJCC), the application for Juvenile Justice Crime Prevention Act (JJCPA) funding of the Orange County Comprehensive Multi-Agency Juvenile Justice Plan, hereinafter referred to as "CMJJP";

WHEREAS, then-Board of Corrections approved the CMJJP, which included the School Mobile Assessment Resource Team, hereinafter referred to as "SMART," as a JJCPA-funded program designed to combat crimes and gang-related problems in schools and in communities where the Orange County Sheriff-Coroner's Department provides law enforcement services;

WHEREAS, for Fiscal Years 2001/02 through 2013/14, the Board approved Memorandums of Understanding covering the SMART program, for continuation of JJCPA funding under the CMJJP.

WHEREAS, the Parties wish to enter into a new five-year agreement to continue SMART activities for July 1, 2014 through June 30, 2019; and

WHEREAS, it is necessary and appropriate that the Parties agree upon matters pertaining to personnel assigned to SMART, property utilized by SMART members, and liabilities that may be created by the team or by its members, while performing SMART activities.

NOW, THEREFORE THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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I. TERMS & CONDITIONS

1.0 TERM

Subject to the termination provisions set forth in Sections 11.0 and 12.0 herein, the term of this MOU shall be for a five (5)-year period commencing on July 1, 2014 and ending on June 30, 2019, subject to continued funding appropriated by the State Legislature under the Juvenile Justice Crime Prevention Act.

2.0 PROGRAM OBJECTIVES

The Parties to this MOU have implemented the SMART program to combat crimes committed by youths on, near, or impacting school campuses and communities where the Sheriff provides law enforcement services. Specific objectives of the SMART program include:

- 2.1 Assessment of threats of violence reported by school personnel or otherwise detected as trending from other incidents of violence in and around schools within or outside Orange County;
- 2.2 Prevention of the incidence or spread of violence in schools by quick responses to threats made by, or attributed to, youths who are at high risk for being victims or perpetrators of acts that incite fear, discord and potential danger in the schools;
- 2.3 Identification of negative or destructive behavior in at-risk youths, and in other youths with gang affiliation, so as to anticipate and prevent the occurrence of actual incidents of crime and violence in and around schools;
- 2.4 Development and sharing of intelligence information between County and schools;
- 2.5 Coordination of multi-agency activities as a single, collaborative effort merging law enforcement, gang violence suppression, prosecution, sentencing, and probation; and
- 2.6 Referral of arrested juveniles to community resources, family counseling, or supervised probation.

3.0 SERVICES AND RESOURCES PROVIDED BY COUNTY AGENCIES

3.1 Services: County personnel specially trained in law enforcement shall be assigned to the SMART program to work together as a team, and to perform services as described below:

3.1.1 Orange County Sheriff-Coroner Department: Sheriff shall participate in the SMART program by:

3.1.1.1 Assigning the required number and types of positions to the program, presently one (1) full-time Sergeant position, one (1) Juvenile Investigator, and two (2) Deputy Sheriffs on a full-time basis, as may be changed if necessary as determined by the Parties.

3.1.1.2 Assessing threats of violence on school campuses in areas in which the Sheriff acts as the primary law enforcement agency, including, but not limited to, campuses of Capistrano USD and Saddleback USD, by identifying at risk-youths and monitoring prior offenders;

3.1.1.3 Responding to reported threats or actual incidents of violence occurring on such school campuses;

3.1.1.4 During a major occurrence of violence on a school campus, attending to the safety and security of students, school personnel and the public;

3.1.1.5 Investigating the origin, nature and impact of threatened or actual incidents

of violence in and around schools and communities where the Sheriff provides primary law enforcement services; and

3.1.1.6 Patrolling areas around school campuses and other locations frequented by gangs and other at-risk youths.

3.1.2 Orange County Probation Department: Probation shall participate in the SMART program by providing fiscal oversight of County's funding utilization pursuant to JJCPA funding guidelines and Section 6.0 entitled, "Fiscal Accountability" of this MOU.

3.2 Meetings: To enhance team communication and responsiveness, SMART members shall conduct meetings, as often as necessary, at the following address:

Orange County Sheriff-Coroner Department
Juvenile Service Bureau
909 North Main Street, Suite 2
Santa Ana, CA 92701

3.3 County Owned/Leased Vehicles: Sheriff shall ensure that department-owned vehicles are utilized whenever possible, and when necessary, shall make lease arrangements, on behalf of the County, to ensure that separate vehicles are provided for each of the four (4) Sheriff employees assigned to the SMART program, consistent with County's purchasing policies. The cost of utilizing County-owned vehicles and, when necessary, the cost of leasing vehicles to provide four (4) vehicles in total shall be items of expenses funded under AB 1913, and may be claimed for reimbursement in accordance with the "Fiscal Accountability" provisions of Section 6 of this MOU.

3.4 Safety Equipment: The County agencies acknowledge that some of the SMART members, in the course of performance of their duties, will need to be in uniform, armed, and equipped with certain safety gear and accessories. It is mutually understood that the cost of outfitting the SMART members for safety will be absorbed by County through such funds as may be appropriated for the participating agencies in the County budget.

4.0 PARTICIPATION BY SCHOOL DISTRICTS

4.1 The Parties acknowledge that there is a strong correlation between gang presence and violence in schools. Statistics on the increasing threats of violence, possession of weapons, and actual incidents of violence in and around schools, also suggest the need for implementing the SMART program in schools.

4.2 The Parties also acknowledge that Capistrano USD and Saddleback USD have entered into this MOU to supplement their existing cooperative arrangements with the Sheriff. Participation by the school districts in the SMART program shall include the following:

4.2.1 Collaborating with SMART members to design a contingency plan for occurrences of violence on school grounds, by providing the team with maps of school facilities, class schedules, student rosters, and evacuation routes;

4.2.2 Establishing procedures for allowing SMART members access to school facilities, to enable quick response to threatened or actual incidence of violence;

4.2.3 Providing pertinent information concerning students identified as showing at-risk behavior or having gang affiliation, subject to the confidentiality provisions in Section 7 of this MOU and the pupil records limitations contained in state and federal laws; and

4.2.4 Cooperating with SMART members in the investigation of threatened violence or actual crimes committed on school grounds.

5.0 PROGRAM COORDINATION AND REPORTING

- 5.1 SMART will be organized as a subordinate component of the Sheriff Juvenile Services Bureau. The team will fully dedicate its efforts toward the prevention of criminal activities by gangs and other violent youths in and around schools and communities where the Sheriff provides law enforcement services.
- 5.2 Program Coordination
 - 5.2.1 Overall coordination of SMART activities shall be the joint responsibility of individual team members. All SMART members shall follow the direction and procedures established by the Operations Management Team, to the extent, such directions, and procedures are consistent with the policies and procedures of their employing agencies.
 - 5.2.2 Participating County agencies shall cooperate in the team effort made by their respective personnel, while remaining consistent with the policies and procedures governing their own agencies. Team members shall remain employees of their own agencies.
 - 5.2.3 SMART members will work together as a team, with each member supplementing and enhancing the efforts of every other team member. Coordination and communication will be ongoing during the days that team members are at work. Team members should generally not be involved in any other activities during days devoted to SMART program efforts.
- 5.3 Program Reporting Requirements: SMART members agree to maintain records and data generated by their participation in the program. Such documentation shall be in a form and substance that will enable Probation to perform an accounting of program costs, and to measure program outcomes assessing the effectiveness of the program, as may be required for reporting to the Board of Corrections.

6.0 FISCAL ACCOUNTABILITY

- 6.1 Probation shall provide fiscal oversight of the SMART program, and shall administer JJCPA funding in accordance with the requirements of:
 - 6.1.1 Government Code Sections 30062, for expending funds allocated under Assembly Bill 1913, the Schiff-Cardenas Crime Prevention Act of 2000, exclusively to provide front line law enforcement services provided by County; and
 - 6.1.2 Government Code Section 30063, prohibiting the transfer or intermingling of funds allocated under AB 1913 with monies in any other County fund; and
 - 6.1.3 State of California Accounting Standards and Procedures for Counties Manual issued March 2013 by the California State Controller's Office.
- 6.2 Probation shall issue instructions for claiming reimbursement of expenses under the SMART program. The agencies claiming reimbursements shall provide supporting documentation for expenses incurred, which shall be adequate and complete for accounting of the disbursement of JJCPA funds allocated to the program.
- 6.3 Within thirty (30) days following the end of each quarter, the agencies claiming reimbursements shall submit their claims to Probation for the previous quarter. Reimbursement claims shall be accompanied by source documents for services provided by personnel assigned to the SMART program, including timesheets, and records of salaries and employee benefits paid.

7.0 CONFIDENTIALITY

- 7.1 Capistrano USD, Saddleback USD, and County shall maintain the confidentiality of all their records in accordance with all applicable federal, state and local laws, regulations, ordinances and directives relating to confidentiality. All records and information concerning any and all matters referred to Capistrano USD or Saddleback USD by County, or by Capistrano USD or Saddleback USD to County, shall be considered and kept confidential by all parties and their respective staff, agents, employees and volunteers as may be required by law. Information obtained by Capistrano USD, Saddleback USD, or County in the performance of this MOU shall be treated as strictly confidential, and shall not be used for any purpose other than the performance of this MOU, except as may be required or permitted by law.
- 7.2 In addition to the general confidentiality provisions of Section 7.1 above, the Parties specifically agree to comply with the Juvenile Court Administrative Orders of the Orange County Superior Court, attached hereto as Exhibit 1.0 and incorporated herein by reference, which governs the confidentiality of juvenile record information and probation records.
- 7.2.1 The foregoing Juvenile Court policy was adopted in accordance with Welfare and Institutions Code Section 827 and all applicable statutes, court orders and case law. No access, disclosure or release of information regarding a minor who is the subject of Juvenile Court proceedings or any other "juvenile record information," as defined in said Juvenile Court policy, shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the prior approval and consent of the Judge of the Juvenile Court.
- 7.3 "Juvenile record information," as defined in said Juvenile Court policy is understood to include all records and data which identify the juvenile subject of the information, and associate that subject with any aspect of the administration of the Juvenile Court law of the State of California, as well as any record or data relating to any juvenile contacts and arrests even if Juvenile Court proceedings were not instituted, including records of temporary custody and detention of a minor pursuant to Welfare and Institutions Code section 625. Such information includes, but is not limited to, the subject's offense history, social history, all information of a diagnostic or evaluative nature, and any other personal or confidential data which can be traced to the subject, whether or not generated by Capistrano USD or Saddleback USD or any County agency.
- 7.4 Student record information provided by Capistrano USD or Saddleback USD shall be kept confidential in accordance with federal and state laws dealing with the confidentiality of student records. To the extent such information is made available to County, and pursuant to such laws or specific court order, County shall guard the confidentiality and privacy of such information as may be required by law.

8.0 PUBLICITY

- 8.1 Participating County agencies shall:
- 8.1.1 Direct press inquiries concerning investigations and arrests to the Sergeant in charge of the Sheriff component of the SMART program.
- 8.1.2 Advise their respective personnel that they may comment on their own activities if consistent with the policies of their own agencies.
- 8.2 During the time this MOU is in effect, Capistrano USD and Saddleback USD, their respective employees, volunteers, agent and officers, shall not publish or disseminate advertisements, press releases, or feature articles related to the SMART program, which reference County, without the prior written consent of the Administrator.
- 8.3 During the time this MOU is in effect, County, its employees, volunteers, agents, and officers, shall not publish or disseminate advertisements, press releases, or feature articles related to the SMART program, which references Capistrano USD or Saddleback USD,

without the prior written consent of the Superintendent of the respective school district.

9.0 PERMIT TO USE REAL AND PERSONAL PROPERTY

- 9.1 Capistrano USD permits County access to Capistrano USD campuses, and rent-free use of office space, furniture and equipment located in its offices, as may be needed by County personnel assigned to the SMART program, for facility familiarization and training, contingency preparations and planning, and for performing other related duties. Said office space, furniture, and equipment shall be adequate for performance of services under the program. The precise location, size and type of said office space, furniture and equipment will be determined by the Capistrano USD Superintendent. Capistrano USD shall supply all repair, maintenance and janitorial supplies and services to said premises, and shall be responsible for all charges for utilities to said premises.
- 9.2 Saddleback USD permits County access to Saddleback USD campuses, and rent-free use of office space, furniture and equipment located in its offices, as may be needed by County personnel assigned to the SMART program, for facility familiarization and training, contingency preparations and planning, and for performing other related duties. Said office space, furniture, and equipment shall be adequate for performance of services under the program. The precise location, size and type of said office space, furniture and equipment will be determined by the Saddleback Valley Superintendent. Saddleback USD shall supply all repair, maintenance and janitorial supplies and services to said premises, and shall be responsible for all charges for utilities to said premises.
- 9.3 County permits Capistrano USD and Saddleback USD access to the work location of SMART members, as described in Section 5.2 herein, for team meetings, contingency preparations and planning, and for attending other events related to the SMART program.

10.0 INDEMNIFICATION

- 10.1 County agrees to indemnify, defend with counsel approved in writing by Capistrano USD and Saddleback USD, and hold Capistrano USD, its officers, employees, and agents and Saddleback USD its officers, employees, and agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, or other performance provided by County pursuant to this MOU. If judgment is entered against County and Capistrano USD or Saddleback USD, by a court of competent jurisdiction because of the concurrent active negligence of Capistrano USD or Saddleback USD, County and Capistrano USD or Saddleback USD, agree that liability will be apportioned as determined by the court. No Party shall request a jury apportionment.
- 10.2 Capistrano USD agrees to indemnify, defend with counsel approved in writing by County, and hold County, its officers, elected and appointed officials, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees"), and Saddleback USD, its officers, employees, and agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services or other performance provided by Capistrano USD pursuant to this MOU. If judgment is entered against Capistrano USD and County or Saddleback USD by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, or Saddleback USD, Capistrano USD, County and Saddleback USD agree that liability will be apportioned as determined by the court. No Party shall request a jury apportionment.
- 10.3 Saddleback USD agrees to indemnify, defend with counsel approved in writing by County and hold County, its officers, elected and appointed officials, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees"), and Capistrano USD, harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, or other performance

provided by Saddleback USD pursuant to this MOU. If judgment is entered against Saddleback USD and County or Capistrano USD by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnites, or Capistrano USD, Saddleback USD, County and Capistrano USD agree that liability will be apportioned as determined by the court. No party shall request a jury apportionment.

11.0 NON-APPROPRIATION

The Parties acknowledge that funding or portions of funding for MOU may be contingent upon State Budget approval; receipt of funds from, and/or obligation of funds by the State to County; and inclusion of sufficient funding for the services hereunder, in the budget approved by County's Board of Supervisors for each fiscal year covered by this MOU. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately modify or terminate MOU by written notice to Capistrano USD and Saddleback USD without penalty.

12.0 TERMINATION

In addition to any other remedies or rights the Parties may have by law, Capistrano USD and Saddleback USD and County, acting through Administrator, have the right to terminate this MOU without penalty immediately with cause, or after thirty (30) days written notice without cause, unless otherwise specified. Cause shall be defined as any breach of the MOU, or any misrepresentation or fraud on the part of Capistrano USD or Saddleback USD or County. Exercise by the Parties of their respective right to terminate MOU shall relieve Capistrano USD and Saddleback USD and County of all further obligations, except those obligations specifically identified elsewhere in MOU as surviving termination.

13.0 NOTICES

Any notices or demands to be given under MOU by any Party to the other Parties, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served, or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by any Party may be changed by written notice given in accordance with the notice provisions of this Section. As of the date of this MOU, the addresses of the parties are as follows:

13.1 Notices to County shall be sent to the following:

Chief Probation Officer
County of Orange Probation Department
P.O. Box 10260
Santa Ana, CA 92711
Attn: Contract Services Manager

13.2 Notices to Capistrano USD shall be sent to the following:

Dr. Joseph M. Farley, Superintendent
Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

13.3 Notices to Saddleback USD shall be sent to the following:

Clint Harwick, Ed.D, Superintendent
Saddleback Valley Unified School District
25631 Peter Hartman Way
Mission Viejo, CA 92691

14.0 ALTERATION OF TERMS

This MOU, together with Exhibit 1.0 attached hereto and incorporated herein by reference, fully expresses all understanding of the Parties and is the total agreement between the Parties as to the subject matter of this MOU. No addition to, or alteration of, the terms of this MOU, whether written or verbal, by the Parties, their officers, agents or employees, shall be valid unless made in the form of a written Amendment to MOU which is formally approved and executed by all Parties.

15.0 EMPLOYEE ELIGIBILITY LANGUAGE

Capistrano USD and Saddleback USD warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this MOU meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Capistrano USD and Saddleback USD shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Capistrano USD and Saddleback USD shall retain all such documentation for all covered employees for the period prescribed by the law. Capistrano USD and Saddleback USD shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Capistrano USD and Saddleback USD or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed in the County of Orange, State of California.

CAPISTRANO UNIFIED SCHOOL DISTRICT

SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT

By: _____
Dr. Joseph M. Farley
Superintendent

By: _____
Clint Harwick, Ed.D.
Superintendent

Dated: _____

Dated: _____

COUNTY OF ORANGE

By: _____
Chairman of the Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535

ATTEST:

By: _____
Clerk of the Board of Supervisors
Orange County, California

Dated: _____

**APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA**

By:  _____
Deputy County Counsel

Dated: 6/2/2014

* If the contracting party is a corporation, two (2) signatures are required:
One (1) signature by the Chairman of the Board, the President or Vice President; and
One (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.
In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signatory to bind the corporation.

EXHIBIT 1.0

**JUVENILE COURT ADMINISTRATIVE ORDERS
OF THE ORANGE COUNTY SUPERIOR COURT:**

Order No. 11/010-903 – “Juvenile Court Hearings” dated November 23, 2011
Order No. 11/009-906 – “Public Access and Media” dated November 23, 2011
Order No. 12/003-903 – “Exchange of Information” dated March 29, 2012

[See 11 page insert, “Juvenile Court Administrative Orders”]

**Superior Court of the State of California
County of Orange**



*Chambers of
Douglas J. Hatchimonji
Presiding Judge of Juvenile Court*

Juvenile Court
341 THE CITY DRIVE
P. O. BOX 14169
ORANGE, CA 92613-1569
PHONE (714) 935-7000
FAX (714) 935-7638
657-622-5502

Juvenile Court Administrative Order No. 11/009-906

Public Access and Media

Unless otherwise ordered by the court, these policies apply to print and broadcast coverage of both delinquency and dependency matters, whether taking place in or outside of the courtroom.

A. Cellular, digital or other portable telephone with camera or other recording capabilities:

1. All portable telephones shall be turned off prior to entering a courtroom. Display of any cellular, digital or other portable telephone in the courtroom at any time may result in the immediate seizure of the device by the Orange County Sheriff's Department or other security personnel. Offenders may be removed from the courthouse and/or subject to contempt of court with appropriate fines and sanctions

B. Use of Cameras and Recording Equipment:

1. Dependency: Pursuant to California Rule of Court, Rule 1.150(e) (6) (b), the bench officer presiding over any dependency matter shall not have discretion to permit cameras or recording equipment in the courtroom.
2. Delinquency: Pursuant to California Rule of Court, Rule 1.150 (e) (6) (b), the bench officer presiding over any delinquency matter not described in Welfare and Institutions Code Section 676(a), shall not have discretion to permit cameras or recording equipment in the courtroom.
 - a. Delinquency Proceedings Described in Welfare and Institutions Code section 676(a): Permission to use cameras or recording equipment while attending non-confidential delinquency court proceedings is in the discretion of the bench officer presiding over the matter. A Judicial

Council Form MC 500 and proposed order MC510 must be completed and filed at Juvenile reception (located on the 2nd floor) in person or by fax (657-622-8384). This request must be filed with the reception desk by (a) 10:00 a.m. the day of the hearing for cases that are calendared for the afternoon session; or (b) 4:00 p.m. the business day before the hearing for cases that are calendared for the morning session. The reception clerk shall immediately serve each of the parties with a copy of the request.

- b. Recorded View of Minor: When photography or video recording is permitted during a delinquency court proceeding, the camera view must be restricted to the shoulders of the minor and below. No view of the front or back of the head of the minor and/or his/her family shall be recorded.

C. Identification, Check-in and Waiting Area

1. Identification: All members of the print and broadcast media must display visible identification at all times while inside Lamoreaux Justice Center
2. Check-In: Upon arrival at Juvenile Court, all members of the media shall inform Juvenile Court receptionist (located on the 2nd floor) of their presence. The receptionist shall inform the appropriate courtroom personnel of the names of the media representatives present so that their attendance can be assured when the case is called.
3. Waiting Area: Cameras and other recording equipment shall be used as directed by court security. Such equipment may not be stored or displayed in the lobby area where minors are present.

D. Locations for Interview, Recording, Photography or Video Recording without a Court order.

1. Inside:
 - a. In addition to any recording permitted in the courtroom by order of the court, interviews, video and/or sound recording are not permitted without order of Presiding Judge of Juvenile Court.
 - b. No photography or video recording shall take place in the hallways or lobby areas of the Lamoreaux Justice Center.
 - c. No photography or video recording shall take place in the courtrooms when court is not in session, before or after a case is formally called on-the-record.

2. Outside:

- a. Without the express consent of the child/minor, there shall be no photography or video recording of the child/minor or his/her family on the sidewalks or parking lot adjacent to the Lamoreaux Justice Center.
- b. Requests may be submitted for interviews and video and/or sound recording in the plaza adjacent to Lamoreaux Justice Center.
- c. No photography or video recording of juvenile shall take place at the security and/or booking entrance to the Juvenile Hall.

E. Pooling

Due to the small size of the 12 courtrooms and the limited seating available, in all cases where video recording of a delinquency case is permitted by court order for more than one broadcast media station, only a single camera shall be allowed in the courtroom. A condition of granting the order to record the courtroom session shall include a requirement that such stations arrange for a pooling and sharing of the recorded material.

F. Photography or Audio or Video Recording of Minors in Juvenile Institutions

Except upon order of the Juvenile Court, no photography or audio or video recording of minors in Juvenile Institutions within the jurisdiction of Orange County Juvenile Court is permitted.

This Juvenile Court Administrative Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court.

Dated this 23rd day of November 2011


DOUGLAS J. HATCHIMONJI
PRESIDING JUDGE of JUVENILE COURT

Superior Court of the State of California
County of Orange



Chambers of
Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Juvenile Court
341 THE CITY DRIVE
P. O. BOX 14169
ORANGE, CA 92613-1569
PHONE (714) 935-7000
FAX (714) 935-7098
657-622-5502

Juvenile Court Administrative Order No. 11/010-903

Juvenile Court Hearings

Access to Juvenile Court hearings are governed by Welfare and Institutions Code, section 346 (dependency proceedings) and section 676 (delinquency proceedings), and California Rules of Court, rule 5.530, which restricts public access to proceedings.

A. The following persons shall be entitled to be present at Juvenile Court proceedings:

1. All persons described in subdivision (b), of Rule 5.530, California Rules of Court.
2. Members of the public to the extent provided by Welfare and Institutions Code, section 676.
3. Victims and their support persons to the extent provided by Welfare and Institutions Code, section 676.5.
4. Persons providing statements to the extent provided by Welfare and Institutions Code, section 656.2.

B. The following persons may be admitted to Juvenile Court proceedings:

1. Persons the Court deems to have a direct and legitimate interest in the particular case or the work of the Court, pursuant to Welfare and Institutions Code, sections 346 and 676.
2. Persons requested to be present and consented to by the minor, pursuant to Welfare and Institutions Code, sections 346 and 676.

C. Guidelines regarding admission to Juvenile Court proceedings:

1. Pursuant to Welfare and Institutions Code, sections 346 and 676, persons with a direct and legitimate interest in the work of the Juvenile Court may include representatives of the press, law enforcement personnel, CASA, governmental agencies, community organizations and students. Admission of such persons

shall be only to the extent authorized by the Presiding Judge of the Juvenile Court.

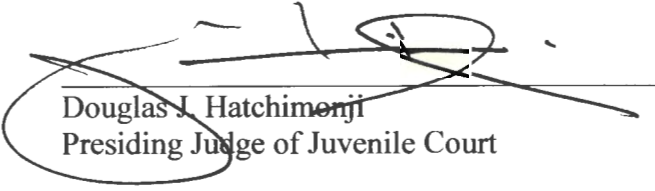
2. Persons and organizations with a direct and legitimate interest in the work of the Juvenile Court seeking admission to court proceedings shall seek authorization from the Presiding Judge, by contacting Juvenile Court Administration.
3. Persons and organizations admitted to Juvenile Court proceedings pursuant to this administrative order shall be required to sign a confidentiality agreement acknowledging the provisions of this order.
4. The parties to the Juvenile Court proceeding may object to the admission of any person or organization to a court proceeding. The Court shall take any objection into consideration in the exercise of its discretion to admit such persons or organizations or the conditions of such admission.

D. Non-Publication/Dissemination of Juvenile Court proceedings:

1. Any member of the public admitted into a Juvenile Court hearing shall not publish or disseminate any information regarding any matter heard by the Juvenile Court, including but not limited to: the identity of any party, attorney, probation officer, social worker, witness, therapist; the allegations made in the petition[s]; the facts and circumstances of the matter; the orders and findings by the Court, unless permitted by statute, rule or court order. The terms "publish or disseminate" means: revealing information to any person through television, radio, newspapers, magazines, email, the Internet, or any form of social media, such as Facebook, Twitter, You Tube, blogs, or any form of personal communication.

This Juvenile Court Administrative Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court.

Dated this 23rd Day of November, 2011



Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Superior Court of the State of California
County of Orange



Chambers of
Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Juvenile Court
341 THE CITY DRIVE
P. O. BOX 14169
ORANGE, CA 92613-1569
PHONE (714) 935-7000
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657-622-5502

Juvenile Court Administrative Order No. 12/003-903

Exchange of Information

Juvenile case file information received by an authorized recipient shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process. No person or entity may copy or inspect confidential psychological, medical or educational information absent an order from the Presiding Judge of the Juvenile Court.

The disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters effecting children, the presence of persons at Juvenile Court proceedings and media coverage of Juvenile Court matters shall be governed by Welfare and Institutions Code Section 827, California Rules of Court 5.552, Local Rules under Section 903 and this Administrative Order.

A. INFORMATION REGARDING JUVENILE CASE FILES MAY BE OBTAINED AND DISSEMINATED UNDER THE FOLLOWING CIRCUMSTANCES:

1. Information Sharing

The Orange County Juvenile Court authorizes the exchange of information concerning current and former wards and dependents amongst all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local schools. This authorization is contingent upon a need for information as it pertains to the conduct of official activities only.

If a doubt has been declared as to a minor's competency pursuant to WIC 709, this order applies upon filing of the petition.

2. Victims

Pursuant to Sections 730.6 and 730.7 of the Welfare and Institutions Code and Section 1214 of the Penal Code, the victim(s) is entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money judgment. Upon authorization of the victim, the Orange County Probation Department is authorized to provide the victim(s) with a recorded abstract of judgment in order to enforce any restitution order pursuant to Penal Code 1214(b).

3. Discoverable Documents

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of Welfare and Institutions Code, section 355, and *In re Malinda S.* (1990) 51 Cal.3d 368. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: pursuant to Penal Code, sections 293, 11167, 11167.5, and the Health Insurance Portability Act (HIPAA). Upon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted; or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827.

4. Social Security Benefits

The Probation Department and the Social Services Agency may release juvenile case file information to the Social Security Administration for purposes of securing benefits for wards or dependents.

5. Law Enforcement Agencies

As to Delinquency matters only, information may be furnished by any law enforcement agency to any law enforcement agency, including the sharing of information by one law enforcement agency with another and the maintenance of the Sheriff's Central Juvenile Index. When the disposition of a minor taken into custody is available, it shall be included with any information disclosed. Information may include crime reports, arrest reports, fingerprints, and photographs. Information may be furnished to the United States Department of Defense, Investigative Service.

a. California Department of Justice

Information may be furnished to the State of California Department of Justice; however, the Department of Justice shall not knowingly transmit to any person or agency any information

relating to an arrest or taking into custody of a minor at the time of the arrest or taking into custody, unless that information also includes the result disposition. This section shall not be construed to prohibit the Department of Justice from transmitting fingerprints, photographs, or physical description and identification data of a minor to a law enforcement agency for the purpose of obtaining identification of the minor or from requesting the history of the minor from the agency.

b. Federal Bureau of Investigation

Information may be supplied to the Federal Bureau of Investigation provided that a disposition has been made and the minor has been declared a ward of the Juvenile Court pursuant to Welfare and Institutions Code 602 for a violation which might be punishable as a felony if committed by an adult.

c. Gang Membership

All school districts, police departments, the Orange County Probation Department, and the Orange County District Attorney, may release information to each other regarding any minor when any person employed by such a department, office or school district, who is requesting information, indicates he or she has a reasonable belief that the minor is a gang member or at significant risk of becoming a gang member. The parental notification requirements of Section 49077 of the Education Code are not applicable to oral or written communications made pursuant to this order, if there is a reasonable possibility that notification would thwart the purpose for which the information is exchanged.

d. Penal Code Section 186.22

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting violations of the Street Terrorism Enforcement and Prevention Act, Section 186.22 of the Penal Code.

e. Penal Code Section 667

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting repeat offenders under the "three strikes" law, Section 667 of the Penal Code.

6. Military Recruiters

Information may be furnished to military recruiters upon presentation of the minor's written consent.

7. Child Death Review Team

Information including but not limited to autopsy reports, criminal records,, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and amongst members of the Orange County

Child Death Review Team. Team members must be advised on confidentiality guideline and sign a confidentiality statement.

8. Foreign Consulates

The Court authorizes the release and exchange of information concerning minors of foreign nationality who are wards or dependents of the Juvenile Court, are subject of a petition to declare the minor a ward or are the subject of an application for such petition, to the Consulate of the appropriate Government for the purpose of:

- a. Establishing the minor's true name, date of birth, and legal residence,
- b. To contact the minor's parents.
- c. To assist the deputy probation officer or social worker in the preparation of a social study and provide any criminal record the minor may have in his/her native country,
- d. To ascertain the financial status of the minor and family as it applied to the ability to pay restitution and legal expenses,
- e. To conduct necessary interviews to expedite the process of the immediate return of the minor to his/her native country in those cases where no further legal proceedings are deemed necessary either by screening of the Orange County Probation Department or rejection of the pending petition by the Orange County District Attorney.

B. JUVENILE CASE FILES MAY BE INSPECTED BUT NOT COPIED WITHOUT A COURT ORDER BY:

1. A member of the child's multidisciplinary teams, person or agency providing treatment or supervision of the child;
2. A court-appointed investigator who is actively participating in a guardianship case involving a child pursuant to the Probate Code, and acting within the scope of his/her duties in that case;
3. A local child support agency for the purposes of establishing paternity and establishing and enforcing child support orders;
4. An Indian child's tribe, if the tribe has intervened in the child's case;
5. A Court Appointed Special Advocate, or CASA Administrative Personnel

C. JUVENILE CASE FILES MAY BE INSPECTED AND COPIED BY:

1. The district attorney, a city attorney, or a city prosecutor authorized to prosecute criminal or juvenile cases under the law;
2. The child who is the subject of the proceeding;

3. The child's parent(s);
4. The child's guardian(s);
5. An attorney for a party, including any trial court or appellate attorney representing a party in the juvenile proceeding or related appellate proceeding;
6. A judge, referee, other hearing officer, probation officer, and law enforcement officer who is actively participating in criminal or juvenile proceedings involving the child;
7. The county counsel, city attorney, or any other attorney representing the petitioning agency in a dependency action;
8. Member of a child protective agency as defined in Penal Code §11165.9;
9. The California Department of Social Services in order to carry out its duty to oversee and monitor county child welfare agencies, children in foster care or receiving foster-care assistance, and out-of-state placements;
10. The Juvenile Justice Commission;
11. A judge, commissioner or other hearing officer assigned to a family law or probate case with issues concerning custody or visitation, or both, involving the minor, if actively participating in the family law or probate case;
12. A court appointed investigator, evaluator or person conducting a court-connected child custody evaluation, investigation or assessment pursuant to Section 3111 or 3118 of the Family Code or Part 2 (commencing with Section 1500) of Division 4 of the Probate Code, if actively participating in the family law or probate case;
13. Counsel appointed for the minor in the family law case pursuant to Section 3150 of the Family Code. Prior to allowing counsel appointed for the minor in the family law case to inspect or copy the file, the court clerk may require counsel to provide a certified copy of the court order appointing him or her as the counsel for the minor, if actively participating in the family law case.

D. PROCEDURE FOR THE INSPECTION OF THE JUVENILE COURT FILES:

1. To inspect and/or copy Juvenile Court files, individuals and agencies authorized under sections II and III, above, must file a Declaration in Support of Request to Inspect and/or Copy Juvenile Court Records without Court Order (form L-0673). The declaration may be filed in the Juvenile Court.
2. Persons not authorized under sections I-III above, must obtain the Juvenile Court's authorization to inspect and/or copy Juvenile records via an 827 Petition to inspect and/or copy juvenile case files. The Petition must be filed on approved Judicial Council Forms (JV 569 –

574). The Petitioner must be specific as to the items requested and reasons for the request, as provided by California Rule of Court 5.552 (c) (1) & (2), as to the items requested and the reasons for the request. The Petition shall be filed at the Juvenile Court.

This Juvenile Court Administrative Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court.

Dated this 29th day of March, 2012:



DOUGLAS J. HATCHIMONJI
PRESIDING JUDGE of JUVENILE COURT