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FIRST AMENDMENT TO
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
COUNTY OF ORANGE
AND
CITY OF ANAHEIM POLICE DEPARTMENT,
CITY OF GARDEN GROVE POLICE DEPARTMENT AND
CITY OF IRVINE POLICE DEPARTMENT
NORTH SCHOOL MOBILE ASSESSMENT RESOURCE TEAM (NSMART)

THIS FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING, herein referred to as "MOU", 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," the CITY OF ANAHEIM POLICE DEPARTMENT, hereinafter referred to as "APD," the CITY OF GARDEN GROVE POLICE DEPARTMENT, hereinafter referred to as "GGPD", and the CITY OF IRVINE POLICE DEPARTMENT, hereinafter referred to as "IPD," which may hereafter be referred to individually as "Party" or collectively as "Parties"; ~~to amend effective January 1, 2022, that certain MOU between the Parties commencing July 16, 2020 hereinafter referred to as "MOU".~~

RECITALS:

~~**WHEREAS,** the Orange County Juvenile Justice Coordinating Council (JJCC) is responsible for adopting the Orange County Comprehensive Multi-Agency Juvenile Justice Plan ("the Plan"), hereinafter referred to as "CMJJP"; and~~

~~**WHEREAS,** the JJCC annually recommends the allocation of funding available under the Juvenile Justice Crime Prevention Act (JJCPA); and~~

1 ~~WHEREAS, the Plan and revised budget allocation by the JJCC for Fiscal~~
 2 ~~Year (“FY”) 2019-20 included a pilot program for the North School Mobile~~
 3 ~~Assessment and Resource Team (NSMART), including anticipated funding for~~
 4 ~~NSMART for 6 months in FY 2019-20, 12 months in FY 2020-21 and 6 months in~~
 5 ~~FY 2021-22; and~~WHEREAS, on July 14, 2020, the Orange County Board of
 6 Supervisors (“the Board”) approved a new pilot for the NSMART MOU for a pilot
 7 program – NSMART to run through December 31, 2021’ and;

8 ~~WHEREAS, Parties wish to amend the term of the MOU to extend it for~~
 9 ~~six months, commencing January 1, 2022 to run through June~~^[PW1] ~~30, 2022 for the~~
 10 ~~continuation of the NSMART activities; and~~

11 ~~WHEREAS, Juvenile Justice Coordinating Council, the local body with~~
 12 ~~authority to allocate funds available through the Juvenile Justice Crime Prevention~~
 13 ~~Act (JJCPA), JJC’s approved an additional funding allocation for the pilot program~~
 14 ~~to run through June 30, 2022,~~

15 ~~WHEREAS, on February 25, 2021, Juvenile Justice Crime Prevention Act~~
 16 ~~(JJCPA), approved funding allocation and allowed adjustments to run pilot program~~
 17 ~~through June 30, 2022,~~^[PW2]

18 ~~WHEREAS, NSMART is a pilot program that allows participation of multiple~~
 19 ~~law enforcement agencies in the northern region of Orange County, it is necessary~~
 20 ~~and appropriate that the Parties establish by written agreement the responsibilities~~
 21 ~~of the respective agencies, the personnel to be assigned to NSMART, the property~~
 22 ~~to be utilized by NSMART members, and the sharing of costs and liabilities that~~
 23 ~~may result from participation in the NSMART pilot program.~~

24 **NOW, THEREFORE THE PARTIES MUTUALLY AGREE THAT THE MOU**
 25 **SHALL BE AMENDED AS FOLLOWS:**

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<u>Exhibit 1.0 Juvenile Court Administrative Orders of the Orange County Superior Court:</u>	
<u>Order No. A-100-2-203 – “Juvenile Court Proceedings” dated January 21, 2014</u>	
<u>Order No. 12-003-903 dated May 7, 2018</u>	

1. Section 1.0 (TERM): of the Term of the MOU shall be amended to read, in its entirety, as follows:

1.0 TERM:

This MOU, as originally adopted by the PW3 Board, had a termination date of December 31, 2021, shall be extended an additionalby 6 months, with a new termination date of become effective the later of the date approved by the Orange County Board of Supervisors, or the date that the last party executes

1 ~~the agreement, and shall terminate, unless extended by written agreement of~~
2 ~~the Parties, December 31, 2021~~ June 30, 2022.

3 2.0 PROGRAM OBJECTIVES:

4 The PARTIES to this MOU will implement the NSMART program to combat crimes
5 committed by youths on, near, or impacting school campuses and communities.
6 Specific objectives of the NSMART program include:

7 ~~2.1 Assessment of threats of violence reported by school personnel or otherwise~~
8 ~~detected as trending from other incidents of violence in and around schools within or~~
9 ~~outside Orange County;~~

10 ~~2.2 Prevention of incidents or spread of violence in schools by quick responses to threats~~
11 ~~made by, or attributed to, youths who are at high risk for being victims or~~
12 ~~perpetrators of acts that incite fear, discord and potential danger in the schools;~~

13 ~~2.3 Identification of negative or destructive behavior in at-risk youths, so as to anticipate~~
14 ~~and prevent the occurrence of actual incidents of crime and violence in and around~~
15 ~~schools;~~

16 ~~2.4 Development and sharing of intelligence information between Law Enforcement and~~
17 ~~schools;~~

18 ~~2.5 Coordination of multi-agency activities as a single, collaborative effort merging law~~
19 ~~enforcement, prosecution, sentencing, and probation.~~

20 ~~2.6 Referral of arrested juveniles to community resources, family counseling, or~~
21 ~~supervised probation.~~

22 3.0 STRUCTURAL COMMAND:

23 ~~3.1. — The Program Manager will be the Captain from the Southeast Division of the~~
24 ~~Orange County Sheriff’s Department who will provide wide-ranging operational~~
25 ~~authority.~~

26 ~~3.2. — The Operations Manager will be the Southeast Division Lieutenant from the~~
27 ~~Southeast Juvenile Services Bureau of the Orange County Sheriff’s Department~~

28

1 who will be responsible for the management of NSMART. The Operations
2 Manager will be directly accountable to the Program Manager.

3 3.3. The Supervisor will be an Orange County Sheriff's Department Sergeant. The
4 Supervisor will be accountable to both the Operations and Program Managers.

5 4.0 SERVICES AND RESOURCES PROVIDED BY PARTIES:

6 Site Location: NSMART will have a primary office location at OCSD Headquarters located
7 at 550 N. Flower Street in the City of Santa Ana, California and secondary office
8 location at OCSD Southeast Sub-Station located at 20202 Windrow Lake Forest, CA
9 92630. APD and GGPD shall be assigned to the OCSD Headquarters location and IPD
10 shall be assigned to the OCSD Southeast Sub-Station.

11 Equipment Provided: SHERIFF will provide a workstation, office phone, office supplies
12 and a laptop equipped with all necessary report writing and investigative applications.

13 Services: Sworn law enforcement officers from each party to this MOU shall be assigned
14 to the NSMART program to work together as a team, and to perform services as
15 described below:

16 All PARTIES agree to participate in the NSMART program by:

17 4.1 Assigning the positions (by classification) to the program:

18 4.1.1: Sheriff assignment of staff as referenced in provision 3.0. APD, GGPD and IPD
19 to assign one sworn department member each, on full-time basis for a suggest term
20 of eighteen (18) months minimum.

21 4.2 Assessing threats of violence on school campuses in areas in which the PARTIES
22 act as the primary law enforcement agency, including, but not limited to, campuses
23 of PARTIES, by identifying at risk-youths and monitoring prior offenders.

24 4.3 Responding to reported threats or actual incidents of violence occurring on such
25 school campuses.

26 4.4 During a major occurrence of violence on a school campus, attending to the safety
27 and security of students, school personnel and the public.

28

1 ~~4.5 Investigating the origin, nature and impact of threatened or actual incidents of~~
2 ~~violence in and around schools and communities where the PARTIES provide~~
3 ~~primary law enforcement services.~~

4 ~~5.0 SAFETY EQUIPMENT:~~

5 ~~The COUNTY acknowledges that the NSMART members, in the course of performance~~
6 ~~of their duties, may need to be in uniform, armed, and equipped with certain safety~~
7 ~~gear and accessories. It is mutually understood that the cost of outfitting the~~
8 ~~NSMART members for safety will be absorbed by each PARTY.~~

9 ~~6.0 PROGRAM COORDINATION AND REPORTING:~~

10 ~~6.1 NSMART will be organized as a subordinate component of the Sheriff Juvenile~~
11 ~~Services Bureau. The team will fully dedicate its efforts toward the prevention of~~
12 ~~criminal activities by violent youths in and around schools and communities where~~
13 ~~the PARTIES provides law enforcement services and locations where other agencies~~
14 ~~request assistance.~~

15 ~~6.2 Program Coordination:~~

16 ~~6.2.1 Overall coordination of NSMART activities shall be the joint responsibility of~~
17 ~~individual team members. All NSMART members shall follow the direction and~~
18 ~~procedures established by the Program Manager, to the extent, such directions, and~~
19 ~~procedures are consistent with the policies and procedures of their employing~~
20 ~~agencies.~~

21 ~~6.2.2 PARTIES shall cooperate in the team effort made by their respective personnel,~~
22 ~~while remaining consistent with the policies and procedures governing their own~~
23 ~~agencies. Team members shall remain employees of their own agencies.~~

24 ~~6.2.3 NSMART members will work together as a team, with each member~~
25 ~~supplementing and enhancing the efforts of every other team member. Coordination~~
26 ~~and communication will be ongoing during the days that team members are at work.~~
27 ~~Team members shall conduct duties related to the NSMART team during their~~
28 ~~normal work period absent prior approval from the NSMART Sergeant.~~

1 ~~6.2.4 Program Reporting Requirements: The PARTIES agree that each of their~~
2 ~~personnel assigned to NSMART will keep and maintain true and accurate, records,~~
3 ~~and data utilizing a NSMART activity log, provided by SHERIFF, which shall~~
4 ~~correctly reflect the business transacted by the NSMART team member. These~~
5 ~~records, as they relate to each NSMART team member, shall be retained by~~
6 ~~SHERIFF in accordance with established Orange County Sheriff's Department~~
7 ~~Retention and Disposition Schedules. NSMART members shall write reports utilizing~~
8 ~~the Orange County Sheriff's Department Field Based Reporting System. Such~~
9 ~~documentation will allow the Orange County Sheriff's Department Financial to~~
10 ~~perform an accounting of program costs and PARTIES to measure the effectiveness~~
11 ~~of the NSMART program.~~

12 ~~7.0 FISCAL ACCOUNTABILITY:~~

13 ~~7.1 Funding for NSMART program is budgeted in the County Executive Office (CEO).~~

14 ~~SHERIFF Financial Staff shall provide fiscal oversight of the NSMART program and~~
15 ~~work with the County Executive Office to provide reimbursement to SHERIFF.~~

16 ~~SHERIFF shall administer JJCPA funding in accordance with the requirements of:~~

17 ~~7.1.1 Government Code Sections 30062, for expending funds allocated under~~

18 ~~Assembly Bill 1913, the Schiff-Cardenas Crime Prevention Act of 2000 exclusively to~~
19 ~~provide front line law enforcement services provided by COUNTY.~~

20 ~~7.1.2 Government Code Section 30063, prohibiting the transfer or intermingling of~~
21 ~~funds allocated under AB1913 with monies in any other COUNTY funds.~~

22 ~~7.1.3 State of California Accounting Standards and Procedures for Counties Manual~~
23 ~~issued March 2013 by the California State Controller's Office.~~

24 ~~7.2 SHERIFF shall issue instructions for claiming reimbursement of expenses under the~~
25 ~~NSMART program. The agencies claiming reimbursement shall provide supporting~~
26 ~~documentation for expenses incurred, which shall be adequate and complete for~~
27 ~~accounting of the disbursement of JJCPA funds allocated to the program.~~

28

1 2. Subsection 7.3 of FISCAL ACCOUNTABILITY of the MOU shall be amended and
2 read, in its entirety, as follows:

3 7.3 Within thirty (30) days following the end of each quarter, the agencies
4 claiming reimbursements shall submit their claims to SHERIFF for the previous
5 quarter. Reimbursement claims shall be accompanied by source documents for
6 services provided by personnel assigned to the SMART^[PW4] program, including
7 timesheets, ~~and~~ records of salaries and benefits paid, and training expenses. IPD,
8 GGPD and APD shall be compensated for the services mutually agreed ~~for FY~~
9 2020-21 in an amount not to exceed \$229,294 for each agency and for the period
10 January 1, 2022 through June 30, 2022 ~~FY 2021-22~~ the amount not to exceed
11 \$118,087,414,647. Overtime may only be claimed if the assigned personnel log all
12 regular hours on NSMART duties for a particular week and overtime hours are also
13 worked on NSMART duties.

14 ~~8.0~~ CONFIDENTIALITY:

15 ~~8.1 These confidentiality provisions shall survive termination of the MOU in its entirety or~~
16 ~~by any PARTY.~~

17 ~~8.2 PARTIES shall maintain the confidentiality of all their records in accordance with all~~
18 ~~applicable federal, state and local laws, regulations, ordinances and directives~~
19 ~~relating to confidentiality. All records and information concerning any and all matters~~
20 ~~referred to APD, GGPD, and IPD by the SHERIFF, or by APD, GGPD AND IPD to~~
21 ~~the SHERIFF, shall be considered and kept confidential by all parties and their~~
22 ~~respective staff, agents, employees and volunteers as may be required by law.~~
23 ~~Information obtained by APD, GGPD, and IPD, or the SHERIFF in the performance~~
24 ~~of this MOU shall be treated as strictly confidential, and shall not be used for any~~
25 ~~purpose other than the performance of this MOU, except as may be required or~~
26 ~~permitted by law.~~

27 ~~8.3 In addition to the general confidentiality provisions of Section 9.1 above, the Parties~~
28 ~~specifically agree to comply with the Juvenile Court Administrative Orders of the~~

1 ~~Orange County Superior Court, attached hereto as Exhibit 1.0 and incorporated~~
2 ~~herein by reference, which governs the confidentiality of juvenile record information~~
3 ~~and probation records within the County of Orange.~~

4 ~~8.4 The foregoing Juvenile Court Administrative Orders were adopted in accordance~~
5 ~~with Welfare and Institutions Code Section 827 and all applicable statutes, court~~
6 ~~orders and case law. No access, disclosure or release of information regarding a~~
7 ~~minor who is the subject of Juvenile Court proceedings or any other "juvenile record~~
8 ~~information," as defined in said Juvenile Court Orders shall be permitted except as~~
9 ~~authorized. If authorization is in doubt, no such information shall be released without~~
10 ~~the prior approval and consent of the Judge of the Juvenile Court.~~

11 ~~8.5 "Juvenile record information," as defined in said Juvenile Court Orders is understood~~
12 ~~to include all records and data which identify the juvenile subject of the information,~~
13 ~~and associate that subject with any aspect of the administration of the Juvenile Court~~
14 ~~law of the State of California, as well as any record or data relating to any juvenile~~
15 ~~contacts and arrests even if Juvenile Court proceedings were not instituted, including~~
16 ~~records of temporary custody and detention of a minor pursuant to Welfare and~~
17 ~~Institutions Code section 625. Such information includes, but is not limited to, the~~
18 ~~subject's offense history, social history, all information of a diagnostic or evaluative~~
19 ~~nature, and any other personal or confidential data which can be traced to the~~
20 ~~subject, whether or not generated by APD, GGPD, and IPD or any COUNTY~~
21 ~~agency.~~

22 ~~8.6 Student record information provided to NSMART shall be kept confidential in~~
23 ~~accordance with federal and state laws dealing with the confidentiality of student~~
24 ~~records. To the extent such information is made available to NSMART and pursuant~~
25 ~~to such laws or specific court order, the PARTIES shall guard the confidentiality and~~
26 ~~privacy of such information as is required by law.~~

27 ~~9.0 PUBLICITY:~~

28 ~~—PARTIES shall:~~

1 ~~9.1 Direct press inquiries concerning investigations and arrests to the Sergeant in charge~~
2 ~~of NSMART.~~

3 ~~9.2 ——— During the time this MOU is in effect, APD, GGPD and IPD, their assigned~~
4 ~~personnel and other employees, volunteers, agents and officers, shall not publish or~~
5 ~~disseminate advertisements, press releases, or feature articles related to the~~
6 ~~NSMART without prior consultation with the NSMART Sergeant.~~

7 ~~9.3 During the time this MOU is in effect, SHERIFF, its employees, volunteers, agents,~~
8 ~~and officers, shall not publish or disseminate advertisements, press releases, or~~
9 ~~feature articles related to the NSMART program, which references APD, GGPD and~~
10 ~~IPD, without prior consultation with the affected Department/s.~~

11 ~~#~~

12 ~~9.4 These Publicity provisions shall survive termination of this MOU, in its entirety or by~~
13 ~~one or more PARTIES.~~

14 ~~10.0 ——— INDEMNIFICATION:~~

15 ~~10.1 ——— PARTIES agree to mutually indemnify, defend, and hold one another, their~~
16 ~~officers, employees and agents harmless from any claims, demands or liability of~~
17 ~~any kind or nature, including but not limited to personal injury or property damage,~~
18 ~~arising from or related to the services provided under this MOU.~~

19 ~~10.2 ——— If judgment is entered against more than one PARTY to this MOU, by a~~
20 ~~court of competent jurisdiction because of the concurrent active negligence of the~~
21 ~~PARTIES named in the suit, the PARTIES agree that liability will be apportioned as~~
22 ~~determined by the court. No Party shall request a jury apportionment.~~

23 ~~10.3 ——— These Indemnification provisions shall survive the termination of this MOU~~
24 ~~in its entirety, or by any single PARTY.~~

25 ~~11.0 ——— NON-APPROPRIATION:~~

26 ~~The PARTIES acknowledge that funding or portions of funding for MOU may be~~
27 ~~contingent upon State Budget approval; receipt of funds from, and/or obligation of~~
28 ~~funds by the State to County; and inclusion of sufficient funding for the services~~

1 hereunder, in the budget approved by County's Board of Supervisors for each fiscal
2 year covered by this MOU. If such approval, funding or appropriations are not
3 forthcoming, or are otherwise limited, COUNTY may immediately modify or
4 terminate MOU by written notice to APD, GGPD and IPD without penalty.

5 ~~12.0~~ TERMINATION:

6 ~~12.1~~ APD, GGPD and IPD and the SHERIFF, may terminate their participation
7 in this MOU immediately with cause, or after thirty (30) days written notice without
8 cause, unless otherwise specified. Cause shall be defined as any breach of the
9 MOU, or any misrepresentation or fraud on the part of, APD, GGPD and IPD or the
10 SHERIFF. Except in the case of termination by the SHERIFF, exercise by any one
11 party of their right to terminate this MOU shall not relieve the other PARTIES of
12 further obligations, under the MOU.

13 ~~12.2~~ The following provisions of this MOU, and the rights and obligations set
14 forth therein, shall survive termination of this MOU whether it is terminated in its
15 entirety, or by one or more PARTIES: 9. Confidentiality, 10. Publicity, and 11.
16 Indemnification.

17 ~~13.0~~ NOTICES:

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

26 **CITY:** ANAHEIM POLICE DEPARTMENT

27 425 S. HARBOR BLVD

28 ANAHEIM, CA 92805

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~~CITY: IRVINE POLICE DEPARTMENT~~

~~1 CIVIC CENTER PLAZA~~

~~IRVINE, CA 92623~~

~~CITY: GARDEN GROVE POLICE DEPARTMENT~~

~~11301 ACACIA PARKWAY~~

~~GARDEN GROVE, CA 92840~~

~~COUNTY: ORANGE COUNTY SHERIFF'S DEPARTMENT~~

~~550 N. FLOWER STREET~~

~~SANTA ANA, CA 92703~~

~~14.0 ALTERATION OF TERMS:~~

~~This MOU may be amended only by mutual written consent of the parties involved unless otherwise provided for in this MOU. The modifications shall have no force and effect unless such modifications are in writing and signed by an authorized representative of each party. Termination by a PARTY shall not be deemed an Amendment.~~

~~15.0 EMPLOYEE ELIGIBILITY LANGUAGE:~~

~~APD, GGPD, IPD 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. APD, GGPD, IPD 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. APD, GGPD, and IPD shall retain all such documentation for all covered employees for the period prescribed by the law. APD, GGPD, and IPD~~

1 ~~shall indemnify, defend with counsel approved in writing by COUNTY, and hold~~
2 ~~harmless, the COUNTY, its agents, officers, and employees from employer~~
3 ~~sanctions and any other liability which may be assessed against APD, GGP, and~~
4 ~~IPD or the COUNTY or both in connection with any alleged violation of any Federal~~
5 ~~or State statutes or regulations pertaining to the eligibility for employment of any~~
6 ~~persons performing work under this Contract.~~

7 3. All other provisions of the MOU, to the extent that they are not in conflict
8 with Amendment to MOU, remain unchanged.

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DRAFT

1 **IN WITNESS WHEREOF**, the parties have executed the AMENDMENT TO
2 AGREEMENT MOU in the County of Orange, State of California.

3 BY: _____ DATED: _____
4 CHIEF
5 CITY OF ANAHEIM POLICE DEPARTMENT

6 BY: _____ DATED: _____
7 CHIEF
8 CITY OF GARDEN GROVE POLICE DEPARTMENT

9 BY: _____ DATED: _____
10 CHIEF
11 CITY OF IRVINE POLICE DEPARTMENT

12 BY: _____ DATED: _____
13 ORANGE COUNTY - SHERIFF-CORONER

14 DATED: _____

15 COUNTY OF ORANGE

16 BY: _____
17 Chairwoman of the Board of Supervisors
18 County of Orange, California

19 SIGNED AND CERTIFIED THAT A COPY OF THIS
20 AGREEMENT HAS BEEN DELIVERD TO THE CHAIR
21 OF THE BOARD PER G.C. Sec. 25103, Reso 79-1535

22 Attest:

23 _____
24 Robin Stieler
25 Clerk of the Board
26 County of Orange, California

APPROVED AS TO FORM:
Office of the County Counsel
County of Orange, California

BY: _____
Deputy

DATED: _____