

MEMORANDUM OF UNDERSTANDING  
FOR SCHOOL MOBILE ASSESSMENT RESOURCE TEAM (SMART)  
BETWEEN  
COUNTY OF ORANGE,  
CITY OF ANAHEIM  
AND  
CITY OF GARDEN GROVE

This Memorandum of Understanding for School Mobile Assessment Resource Team, (“MOU”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (“County,”), acting by and through the Orange County Sheriff’s Department, (“Sheriff”), the City of Anaheim, (“APD”), and the City of Garden Grove, (“GGPD”) with County and Cities sometimes individually referred to as “Party,” or collectively referred to as “Parties.”

ATTACHMENTS

This MOU is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this MOU:

Attachment A – Scope of Work

Attachment B – Payment Provisions

RECITALS

WHEREAS, the Orange County Juvenile Justice Coordinating Council (“JJCC”) serves to maintain a continuation of County-based responses to juvenile crime and set priorities and approve the use of grant funds which include the Juvenile Justice Crime Prevention Act (“JJCPA”);

WHEREAS, Government Code section 30061(b)(4) mandates that counties develop an annual plan for the JJCPA;

WHEREAS, the JJCC annually recommends the allocation of funding available under the JJCPA;

WHEREAS, the School Mobile Assessment Resource Team (“SMART”) is a program aimed at preventing school-based violence and delinquency by working closely with families and youth through education, awareness, and rapid response to potential threats, and SMART has been operating with the participation of Orange County law enforcement agencies since July 1, 2020;

WHEREAS, the JJCC approved funding on February 18, 2026, for SMART for a term of July 1, 2026, to June 30, 2027;

WHEREAS, SMART allows participation of multiple law enforcement agencies; and

WHEREAS, it is necessary and appropriate that the Parties establish by written agreement the responsibilities of the respective agencies, the personnel to be assigned to SMART, the property to be utilized by SMART members, and the sharing of costs and liabilities that may result from participation in SMART.

NOW, THEREFORE, the Parties mutually agree as follows:

## ARTICLES

### **General Terms and Conditions:**

- A. Term of Contract:** This MOU shall commence July 1, 2026, and shall terminate on June 30, 2027, unless earlier terminated by either Party or extended in the manner set forth herein.
- B. Termination:** Any Party may terminate this MOU with cause or after (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 the Parties. Except in the case of termination by the Sheriff, exercise by any one Party of their right to terminate this MOU shall not relieve the other Parties of further obligations under the MOU.

The following provisions of this MOU, and the rights and obligations set forth therein, shall survive termination of this MOU whether it is terminated in its entirety, or by one or more Parties: C. Confidentiality, D. Publicity, and E. Indemnification

**C. Confidentiality:**

These confidentiality provisions shall survive termination of the MOU in its entirety or by any Party.

Parties 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 APD and GGPD by the Sheriff, or by APD and GGPD to the Sheriff, 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 APD, GGPD, or the Sheriff 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.

Parties specifically agree to comply with the Juvenile Court Administrative Orders of the Orange County Superior Court, which governs the confidentiality of juvenile record information and Probation records within the County of Orange.

The foregoing Juvenile Court Administrative Orders were 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 Orders 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.

"Juvenile record information," as defined in said Juvenile Court Orders 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 APD, GGPD, or any County agency.

Student record information provided to SMART 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 SMART and pursuant to such laws or specific court order, the Parties shall guard the confidentiality and privacy of such information as is required by law.

- D. Publicity:** The Parties shall direct press inquiries concerning investigations and arrests to the Sergeant in charge of SMART.

During the time this MOU is in effect, APD, GGPD, their assigned personnel, and other employees, volunteers, agents and officers, shall not publish or disseminate advertisements, press releases, or feature articles related to the SMART without prior consultation with the SMART Sergeant.

During the time this MOU is in effect, Sheriff, its employees, volunteers, agents, and officers, shall not publish or disseminate advertisements, press releases, or feature articles related to the SMART program, which references APD or GGPD without prior consultation with the affected Parties.

These Publicity provisions shall survive termination of this MOU in its entirety, or by any single Party.

- E. Indemnification:**

Each Party agrees to mutually indemnify, defend, and hold one another, their 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 any act or omission as a result of their own services provided under this MOU.

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

These Indemnification provisions shall survive the termination of this MOU in its entirety, or by any single Party.

- F. Entire Contract:** This MOU contains the entire agreement between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein.

- G. Amendments:** Unless expressly provided for in this MOU, no alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the Parties; no oral understanding or contract not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on either Party unless authorized in writing.

- H. Severability:** If any term, covenant, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- I. Headings:** Headings used throughout this MOU are for convenience only and shall not affect the meaning or interpretation of any provisions of this MOU.

- J. Independent Contractor:** The Parties are and at all times shall be deemed to be an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the Parties or their agents or employees. The Parties, its agents and employees, shall not be entitled to any rights or privileges of the other Parties' employees and shall not be considered in any manner to be the other Parties' employees.

**K. Employee Eligibility Language:**

APD and GGPD warrant 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 and GGPD, 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 and GGPD shall retain all such documentation for all covered employees for the period prescribed by the law. APD and GGPD 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 APD, GGPD, or County 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 MOU.

**L. Notices:** Any notices or demands to be given under MOU by any 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:

**CITY:** ANAHEIM POLICE DEPARTMENT  
425 S. HARBOR BLVD  
ANAHEIM, CA 92805

**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

-Signature Page to Follow-

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the dates opposite their respective signatures:

City: Anaheim

By: \_\_\_\_\_ Title: Chief  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

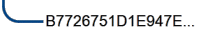
City: Garden Grove

By: \_\_\_\_\_ Title: Chief  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Orange County Sheriff Coroner

By: \_\_\_\_\_ Title: Sheriff  
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Approved as to Form  
Office of the County Counsel  
Orange County, California

By:  \_\_\_\_\_  
Deputy 

## ATTACHMENT A

### SCOPE OF WORK

- A. Program Objectives:** The Parties to this MOU will implement the SMART program to prevent and detect crimes committed by youths on, near, or impacting school campuses and communities. Specific objectives of the SMART program include:
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. Prevention of incidents 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;
  3. Identification of negative or destructive behavior in at-risk youths, so as to anticipate and prevent the occurrence of actual incidents of crime and violence in and around schools;
  4. Development and sharing of intelligence information between Law Enforcement and schools;
  5. Coordination of multi-agency activities as a single, collaborative effort merging law enforcement, prosecution, sentencing, and probation; and
  6. Referral of arrested juveniles to community resources, family counseling, or supervised probation.
- B. Services and Resources Provided by Parties:**
1. Services: Each Party agrees to provide the following services in areas in which the Parties act as the primary law enforcement agency and locations where other agencies request assistance through the assignment of personnel.
    - a. Assessing threats of violence on school campuses, including, but not limited to identifying at risk-youths and monitoring prior offenders.
    - b. Responding to reported threats or actual incidents of violence occurring on school campuses.
    - c. Attending to the safety and security of students, school personnel, and the public during a major occurrence of violence on a school campus.
    - d. Investigating the origin, nature, and impact of threatened or actual incidents of violence in and around schools and communities.

2. Structural Command: The Parties agree to the following command structure:
  - a. Program Manager will be the Commander from the Southeast Division of the Orange County Sheriff's Department who will provide wide-ranging operational authority.
  - b. The Operations Manager will be the Southeast Division Captain from the Southeast Juvenile Services Bureau of the Orange County Sheriff's Department who will be responsible for the management of SMART. The Operations Manager will be directly accountable to the Program Manager.
  - c. The Supervisor will be an Orange County Sheriff's Department Sergeant. The Supervisor will be accountable to both the Operations and Program Managers.
3. Assigned Personnel: The Parties agree to assign sworn personnel as follows:
  - a. GGPD to assign one sworn department member on a full-time basis
  - b. APD to assign one sworn department member on a full-time basis
  - c. OCSD to assign seven sworn department members on full-time basis
4. The Parties may agree to permit another law enforcement agency to become a Party to this agreement and a member of SMART upon proper execution of an amendment as provided by this agreement. All parties shall be a signatory to the amendment and any new Party shall agree to abide by the terms and conditions of this MOU. In the same amendment, the OCSD may decrease the number of sworn department members to account for a new position.
5. Site Location: Sheriff will provide workspace for SMART team.
6. Equipment Provided: Sheriff will provide a workstation, office phone, office supplies, and a laptop equipped with all necessary report writing and investigative applications.

**C. Safety Equipment:**

SMART members, in the course of performance of their duties, may 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 each Party.

**D. Program Coordination and Reporting:**

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 violent youths in and around schools and communities where the Parties provides law enforcement services and locations where other agencies request assistance.

2. Program Coordination:

- a. 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 Program Manager, to the extent, such directions, and procedures are consistent with the policies and procedures of their employing agencies.
- b. PARTIES 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.
- c. 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 shall conduct duties related to the SMART team during their normal work period absent prior approval from the SMART Sergeant.
- d. Program Reporting Requirement: The Parties agree that each of their personnel assigned to SMART will keep and maintain true and accurate records and data utilizing a SMART activity log, provided by Sheriff, which shall correctly reflect the business transacted by the SMART team member. These records, as they relate to each SMART team member, shall be retained by Sheriff in accordance with established Orange County Sheriff's Department Retention and Disposition Schedules. SMART members shall write reports utilizing the Orange County Sheriff's Department Field Based Reporting System. Such documentation will allow the Orange County Sheriff's Department-Financial to perform an accounting of program costs and Parties to measure the effectiveness of the SMART program.
- e. Annual Reporting of Program Outcomes to JJCC: Sheriff shall report on their program outcomes during a presentation on the 2<sup>nd</sup> and/or 4<sup>th</sup> Thursday in September of each year. Probation shall notify Sheriff in advance of the presentation date(s). Sheriff shall use program outcome measures adopted by the JJCC, a copy of which shall be provided by Probation in advance of the presentation. Outcome measures may include, as applicable, the following:
  - Youth Demographics and Profiles at Service Entry (e.g., age, gender, ethnicity)
  - City of Residence
  - Exiting Youth (e.g., number of youths who successfully left or did not complete the program)
  - Demographics and Profiles of Youth Who Successfully Completed the Program (e.g., gender, ethnicity)
  - Demographics and Profiles of Youth Who Did Not Complete the Program (e.g., gender, ethnicity)
  - Average Length of Stay in the program
  - SMART Outcomes for the Provided Services (specific, measurable, achievable, and agreed, realistic, timebound), including Method for Measuring Outcomes (e.g., tool, scale or other measurement)
  - Challenges and Solutions
  - Success Stories

**ATTACHMENT B  
PAYMENT PROVISIONS**

1. Funding for SMART program is budgeted in the County Executive Office (CEO). Sheriff Financial Staff shall provide fiscal oversight of the SMART program and work with the CEO to provide reimbursement to Sheriff. Sheriff shall administer JJCPA funding in accordance with the requirements of:
  - a. 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.
  - b. Government Code Section 30063, prohibiting the transfer or intermingling of funds allocated under AB1913 with monies in any other County funds.
  - c. State of California Accounting Standards and Procedures for Counties Manual issued March 2013 by the California State Controller's Office.
2. Sheriff shall issue instructions for claiming reimbursement of expenses under the SMART program. The agencies claiming reimbursement 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.
3. Within thirty (30) days following the end of each quarter, the agencies claiming reimbursements shall submit their claims to Sheriff 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, training expenses benefits paid. Overtime may only be claimed if the assigned personnel log all regular hours on SMART duties for a particular week and overtime hours are also worked on SMART duties.
4. The Parties shall be compensated for the services mutually agreed for the period July 1, 2026 through June 30, 2027 in an amount as follows:
  - a. APD - not to exceed \$305,732
  - b. GGPD - not to exceed \$305,732
5. 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 APD and GGPD without penalty.