

**MEMORANDUM OF UNDERSTANDING
FOR THE
VIDEO COURT APPEARANCES AND VIDEO ATTORNEY-CLIENT
CONFERENCES AS A RESULT OF THE COVID CRISIS**

This Memorandum of Understanding ("MOU") is made and entered into between the Office of Orange County Public Defender ("PD"), the District Attorney ("DA"), Orange County Sheriff's Department ("OCSD"), and the Superior Court of California, County of Orange ("Court"), as evidenced by each Participating Agency's Representative's signature.

WHEREAS, the unprecedented challenges presented by COVID-19 have forced all justice partners to consider ways to protect the rights of detainees while mitigating the health risks to judicial officers, court staff, court users and law enforcement officers during the COVID-19 pandemic;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the Parties agree to work together to permit Video Court Appearances for most matters other than preliminary hearings and trials and Video Attorney-Client Conferences in compliance with the following:

I. TERM

- A** The term of this MOU shall be from March 30, 2020, until the Court reopens, unless extended by mutual agreement of the Parties.
- B Termination:** Any Party may terminate this MOU for any reason upon 10-days written notice to each other Party.

II. ORGANIZATIONAL STRUCTURE

Each Participating Agency's Representative who signed this MOU, or his or her or designee, shall have authority to act on behalf of his or her respective Participating Agency in all matters pertaining to this MOU.

III. RESPONSIBILITIES

- A** The Court shall continue to provide a persistent ~~Polycom~~ Video Channel that is a conduit between the Court and OCSD's Theo Lacy Facility.
- B** The Court shall also provide a persistent ~~Polycom~~ Video Channel that is a conduit between the PD and an unmonitored room in OCSD's Theo Lacy Facility. The Court has confirmed that this channel is closed and does not contain a separate recording component. ~~will also ensure that this Channel is not recorded in any fashion at any time.~~
- C** OCSD shall provide the equipment necessary to permit a detainee in the Theo Lacy Facility who has a scheduled court appearance to access the persistent ~~Polycom~~ Video Channel that is a conduit between the Court and OCSD's Theo Lacy Facility.
- D** OCSD shall also provide an unmonitored room that is equipped with a computer and screen that permits a detainee in the Theo Lacy Facility who has a scheduled court appearance to access the persistent ~~Polycom~~ Video Channel that is a conduit between the PD and the unmonitored room in OCSD's Theo Lacy Facility. OCSD will also ensure that neither the ~~Polycom~~ Video Channel nor the unmonitored room are recorded in any fashion at any time.


- E PD shall provide the equipment necessary to permit a detainee, who has accessed the persistent ~~Polycom~~ Video Channel that is a conduit between the PD and the unmonitored room in OCSD's Theo Lacy Facility, to communicate with an attorney from the Offices of the Orange County Public Defender.
- F. The attorney assigned to the detainee's case shall timely appear in person or electronically in the courtroom which is handling the detainee's matter(s). PD shall provide the equipment necessary to permit the attorney to timely appear electronically in the courtroom which is handling the detainee's matter(s), unless the attorney elects to appear in person.
- G. DA shall provide the equipment necessary to permit the prosecutor assigned to the detainee's case to timely appear electronically in the courtroom which is handling the detainee's matter(s), unless the prosecutor elects to appear in person.

IV. LIABILITY

Each Participating Agency shall assume the responsibility and liability for the acts and omissions of its own officers, employees or agents in connection with the performance of their official duties under this Memorandum of Understanding. For tort liability purposes, no Participating Agency shall be considered the agent of the other Participating Agencies. Each Participating Agency shall be liable (if at all) only for the torts of its own officers, employees or agents that occur within the scope of their official duties.

IN WITNESS THEREOF, each Participating Agency has caused this Memorandum of Understanding to be executed by its Representative, on the date written herein.

April 1, 2020
 DATED: ~~March 27, 2020~~


 Sharon Petrosino, Public Defender

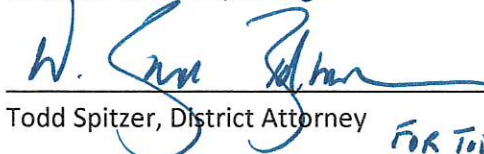
April 1, 2020
 DATED: ~~March 27, 2020~~


 Don Barnes, Sheriff

DATED: March 27, 2020


 David H. Yamasaki, CEO

DATED: March 27, 2020


 Todd Spitzer, District Attorney *FOR TODD SPITZER*