

**Justice Partner Agency
Memorandum of Understanding
for use of Los Angeles Superior Court's
Data and Document Exchange Service**

This Memorandum of Understanding ("MOU") is entered between the Superior Court of California, County of Los Angeles (LASC) and City of Redmond / Redmond Police Department ("Agency") effective July 1, 2019.

1. **Purpose.** The purpose of this MOU is to memorialize the parties' understanding with regard to Agency's access to LASC maintained data and documents (Court Records) electronically provisioned by LASC to the Agency through LASC's Data and Document Exchange Service (DDES). Subject to the conditions herein, LASC grants to Agency and its authorized employees, free of charge, online access to DDES for official use only.
2. **Persons Authorized Access.** Only Agency officers and employees authorized by Penal Code section 13300, or other legal authority related to accessing local criminal history information, shall be entitled to access criminal Court Records pursuant to this MOU.
3. **Description of Services.** LASC shall electronically provision Court Records to Agency in a manner determined solely by LASC.
4. **Terms of Use/Confidentiality.** Agency acknowledges that information accessed through DDES may be confidential. Access shall be governed by all applicable privacy laws, statutes, rules, and regulations. Agency shall use data received under this MOU only to perform its official duties, for internal statistical and research purposes as permitted by law, and for fulfilling employment, certification, or licensing duties. Agency accepts sole responsibility for ensuring that its employees access DDES solely for legitimate law enforcement purposes; that its employees do not sell, assign, transfer, distribute, disseminate, misuse, or make any unauthorized disclosures of the information obtained from DDES; and that all employees comply with all other provisions of this MOU. Should any form of data breach occur, Agency bears sole responsibility for notifying the affected person(s) as required by Civil Code section 1798.29.
5. **Identity Management and Access Control.** LASC delegates user account administration functions to Agency subject to the terms and conditions prescribed by LASC, which are subject to change. User accounts will be used to authenticate Agency staff members and to authorize their access to Court Records. Sharing of user accounts by multiple individuals is prohibited. Agency further agrees to disable user accounts from the LASC-managed identity management repository immediately in the event that an Agency staff member no longer requires access to Court Records as part of his/her job duties or should the individual no longer be employed by the Agency.
6. **Fees and Transaction Volumes.** LASC will provide this service to the Agency without charge and not limit transaction volumes at this time. However, LASC will monitor Agency's usage and the costs required to provide this service. In the event that LASC deems that the costs associated with operating this service are excessive or otherwise

City Agreement Routing Form

The Project Administrator should complete the top section of this form, once Department Head/Designee signature has been obtained, attach the specified number of agreement originals to this form (have the contractor/supplier sign all original copies before routing) and forward the documents to the City Clerk for internal city routing. The City Clerk will route the agreement to the Risk Manager for approval of insurance and indemnification requirements, to the City Attorney for approval as to legal form and to the Mayor for signature. The City Clerk will then attest/authenticate the Mayor's signature and will forward this form and remaining agreement(s) to Project Administrator.

Project Title: Los Angeles Superior Court's Data and Document Exchange Service. MOU
Type of Service: LASC data exchange access
Supplier/Contractor Name: Los Angeles Superior Court
Contract/Agreement Amount, Original: 0 Amended Amount: 0
Council Approval Date: N/A Nature of Funding: N/A
Project Administrator: Sheryl Mullen MailStop: PSPDA Phone: X 2561
Anticipated Agreement Start Date: July 1, 2019 Estimated Completion Date: none

Does this contract contain the purchase of technology related items/services? YES NO
If Yes, route to: I.S. Manager (3SFN)

I.S. Signature: _____ Date: _____

Will federal funds be used to pay for all or part of contract? YES NO
If Yes, check for debarment at www.sam.gov
(print results and keep a copy in project file)

Department Head/Designee Signature: [Signature] Date: 6.14.19
Comments:

Account Numbers/
Distribution

NIGP/Commodity Code: _____

ROUTING PROCESS: (2 copies) Please return copies to Rena for further signatures. Thanks.

To: City Clerk _____ Date: 6/17/19
(for routing and tracking)

Risk Manager _____ Date: 6/17/19
(Signature or initials)

City Attorney _____ Date: 6/18/19
(Signature or initials)

(Note: If contract exceeds Mayor's authorized signing limits, route to City Clerk (3NFN) for council approval)

Mayor _____ Date: 6/19/19
(Signature or initials)

City Clerk _____ Date: 6/21/19
(Signature or initials)

NOTE: The agreement becomes fully executable once the Mayor has signed it. The Project Administrator may then forward one set of originals to the Contractor/Consultant and work may begin. The City's original will be retained by the City Clerk. Once all signatures have been obtained, forward a copy of this form to Accounts Payable, with payment instructions.

9138

Finance use ONLY Supplier Id _____ Date Received _____ Agreement # _____