

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.36
(ID # 5981)

MEETING DATE:

Tuesday, February 27, 2018

FROM : PROBATION:

SUBJECT: PROBATION: Adoption of Resolution 2018-050 authorizing the Chief Probation Officer of the Riverside County Probation Department, and his or her designee, to access local summary criminal history information from local criminal justice agencies, and Approval of Memorandum of Understanding for Use of Los Angeles Superior Court's Data and Document Exchange Services with Superior Court of California, County of Los Angeles; Districts - All; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution 2018-050, authorizing access by the Chief Probation Officer of the Riverside County Probation Department, and his or her designee, to local summary criminal history information from local criminal justice agencies to conduct background investigations of individuals applying for peace officer positions within the Probation Department; and
2. Approve the Memorandum of Understanding for Use of the Los Angeles Superior Court's Data and Document Exchange Services with Superior Court of California, County of Los Angeles; and
3. Authorize the Chief Probation Officer, or his designee, to execute the Memorandum of Understanding on behalf of the County.

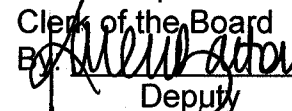
ACTION: Policy


Mark A. Hake, Chief Probation Officer 2/27/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: February 27, 2018
xc: Probation

Kecia Harper-Ihem
Clerk of the Board

Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Government Code section 1029(a) disqualifies any person convicted of certain crimes "from holding office as a peace officer or being employed as a peace officer of the state, county, city, city and county or other political subdivision". The Riverside County Probation Department hires peace officers subject to Government Code section 1029(a). As part of its hiring process, the Probation Department needs access to local summary criminal history information from county Superior Courts and other local criminal justice agencies to conduct a thorough background investigation of individuals applying for peace officer positions within the Probation Department. This resolution satisfies California Penal Code section 13300(b)(11), requiring the city council, board of supervisors, or governing board of a city, county or district to specifically authorize access to local summary criminal history information from local criminal justice agencies, as defined in the statute, for fulfilling employment duties.

The Memorandum of Understanding for Use of the Los Angeles Superior Court's Data and Document Exchange Service grants to the Chief Probation Officer of the Riverside County Probation Department, and his or her designee, free of charge and for official use only, online access to the Los Angeles Superior Court's (LASC) Data and Document Exchange Services (DDES). This service will provide authorized personnel access to local summary criminal history information to fulfill employment duties.

Impact on Residents and Businesses

Probation's mission is "Serving Courts, Protecting our Community, and Changing Lives." Probation is proposing to continue seeking valuable services and programs, in order to improve success rates and provide for the safety, and well-being of county residents.

ATTACHMENT:

Resolution 2018-050

Memorandum of Understanding for Use of Los Angeles Superior Court's Data and Document Exchange Services with Superior Court of California, County of Los Angeles.

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA



Ryan Carter

2/21/2018



Gregory J. Priamos, Director County Counsel

2/21/2018

1 Board of Supervisors

County of Riverside

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4 **RESOLUTION NO. 2018-050**

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7 RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE
8 AUTHORIZING ACCESS TO LOCAL SUMMARY CRIMINAL HISTORY INFORMATION
9 FROM LOCAL CRIMINAL JUSTICE AGENCIES AS PERMITTED BY LAW TO FULFILL
10 EMPLOYMENT DUTIES
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13 WHEREAS, California Penal Code section 13300(b)(11) authorizes cities, counties,
14 or districts, or any officer or official thereof, to access local summary criminal history
15 information from local criminal justice agencies, as defined therein, ("Local Criminal
16 Justice Agencies"), for fulfilling employment, licensing, or certification duties upon specific
17 authorization by the city council, board of supervisors, or governing board of these local
18 entities; and
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21 WHEREAS, California Penal Code section 13300(b)(11) requires that local
22 criminal justice agencies give access to such local entities when the local summary
23 criminal history information is required to implement a statute, regulation, or ordinance
24 that expressly refers to specific criminal conduct applicable to the subject person of the
25 local summary criminal history information, and contains a requirement or exclusion, or
26 both, expressly based upon the specified criminal conduct; and
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29 WHEREAS, Government Code section 1029(a) disqualifies any person convicted
30 of certain crimes "from holding office as a peace officer or being employed as a peace
31 officer of the state, county, city, city and county or other political subdivision"; and
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34 WHEREAS, the Riverside County Probation Department ("Probation Department")
35 desires to access local summary criminal history information from Local Criminal Justice
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FORM APPROVED COUNTY COUNSEL
BY: THOMAS OH DATE 2/5/18


1 Agencies to conduct criminal record searches of individuals applying for peace officer
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3 positions within the Probation Department.
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5 NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of
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7 Supervisors of the County of Riverside, State of California, in regular session assembled
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9 on February 27, 2018, that the Chief Probation Officer of the Probation Department, and
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11 his or her designees, are hereby authorized to access local summary criminal history
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13 information from Local Criminal Justice Agencies on all individuals applying for peace
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15 officer positions within the Probation Department.
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20 ROLL CALL:
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22 Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
23 Nays: None
24 Absent: None
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27 The foregoing is certified to be a true copy of a resolution duly
28 adopted by said Board of Supervisors on the date therein set forth.

29 KECIA HARPER-IHEM, Clerk of said Board
30 By 
31 Deputy
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THIS DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you!

**Court-Related 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 Riverside County Probation Department ("Agency") effective March 21, 2018

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

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unmanageable, LASC reserves the right to limit transaction volumes or to terminate this service.

7. **Accuracy of Court Records.** LASC warrants that Court Records provided to Agency are intended to be copies of current Court records at the time of provisioning. As the official court record may be updated subsequent to the LASC provisioning it to the Agency, the Court Record may not reflect the current record at a later point in time. LASC shall have no liability in the event a Court Record is not current.
8. **Staff Training.** Agency agrees to appropriately educate its employees regarding the terms of use set forth in this MOU. LASC will provide Agency the ability to generate audit reports to monitor its staff members' access to Court Records. The Agency agrees to perform periodic audits of usage by its staff members to ensure that Court Records are used in compliance with this MOU. LASC reserves the right to perform audits as necessary to determine compliance with this MOU.
9. **Termination.** Either party may terminate this MOU at any time and for any reason, with or without cause. LASC reserves the right to immediately suspend service to Agency, without prior notice, if LASC determines that this MOU has been violated by Agency or a staff member of Agency. LASC may reinstate suspended service upon verification that such violations have been corrected and that measures have been taken by Agency to prevent future violations.
10. **Liability and Indemnification.** Each party shall indemnify, defend, and hold harmless the other, its elected and appointed officers, employees, and agents from and against any and all third-party liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), to the extent such result from their respective acts and/or omissions arising from and/or relating to this MOU and as such would be imposed in the absence of Government Code section 895.2. Agency shall indemnify, defend, and hold harmless LASC from any violation-of-privacy claim, or any other claim, arising out of Agency's access, or its employees' access, to DDES.

It is so agreed, effective the date set forth above.

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES


SHERRIL R. CARTER
Executive Officer/Clerk

Riverside County Probation Department
(Agency)


(Signature and Title) Chief Probation Officer

3960 Orange St, Ste 600, Riverside, CA 92501
(Address)

951-955-2814/mhake@rivco.org
(Phone Number and Email)

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FORM APPROVED COUNTY COUNSEL

BY: 
THOMAS OH

2/5/18
DATE