

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



ITEM: 3.40  
(ID # 17838)

**MEETING DATE:**

Tuesday, December 14, 2021

**FROM :** PROBATION:

**SUBJECT:** PROBATION: Approve the Memorandum of Understanding for Use of the Los Angeles Superior Court's Justice Partner Portal with the Superior Court of California, County of Los Angeles to access Court Records; Delegate Authority to the Chief Probation Officer to Execute Agreements with Government Criminal Justice Agencies to Access Records including Local Summary Criminal History Information, All Districts. [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Memorandum of Understanding for Use of Los Angeles Superior Court's Justice Partner Portal ("MOU") with the Superior Court of California, County of Los Angeles ("LASC") to access LASC maintained data and documents; and
2. Delegate Authority to the Chief Probation Officer, or his designee, to enter into and execute the attached MOU and any amendments thereto, and any and all agreements, memoranda of understanding, and other documents necessary to access records, including local summary criminal history information, maintained by government criminal justice agencies for which no money is exchanged, as approved as to form by County Counsel.

**ACTION:**Policy

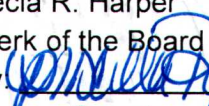
  
Ronald L. Miller, Chief Probation Officer 11/29/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: December 14, 2021  
xc: Probation

Kecia R. Harper  
Clerk of the Board  
By   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: FY 21/22 - FY 22/23</b>	

**C.E.O. RECOMMENDATION:**

**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 County of Riverside 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.

The Memorandum of Understanding for use of the Los Angeles Superior Court Justice Partner Portal Service grants to the Chief Probation Officer of the Riverside County Probation Department, and his designee, free of charge and for official use only, online access to the Los Angeles Superior Court’s Justice Partner Portal Services. This service will provide authorized personnel access to local summary criminal history information to fulfill employment duties. This MOU constitutes the entire agreement of the parties with respect to its subject matter and supercedes all prior and contemporaneous memoranda of understanding (per approved M.O.3.36, Dated 02/27/2018), representations, proposals, discussions and communications, whether oral or in writing.

**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, to improve success rates and provide for the safety, and well-being of county residents.

**ATTACHMENTS:**

Memorandum of Understanding for use of the Los Angeles Superior Court Justice Partner Portal

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

  
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Gregory V. Priamos, Director County Counsel 12/2/2021



**Memorandum of Understanding  
For use of Los Angeles Superior Court's  
Justice Partner Portal**

This Memorandum of Understanding ("MOU") is entered between the Superior Court of California, County of Los Angeles (LASC) and County of Riverside Probation Department ("Agency") effective January 1, 2022.

**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 Justice Partner Portal (JPP). Subject to the conditions herein, LASC grants to Agency and its authorized employees, free of charge, online access to JPP for official use only.

**Terms of Use/Confidentiality.** Agency acknowledges that information accessed by its employees through JPP may be confidential and is 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 JPP solely for legitimate Agency purposes; that its employees do not sell, assign, transfer, distribute, disseminate, misuse, or make any unauthorized disclosures of the information obtained from JPP; 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.

**Security.** Sharing of user accounts by multiple individuals is prohibited. Agency further agrees to disable user accounts 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.

**Description of Services.** LASC shall electronically provision Court Records to Agency in a manner determined solely by LASC.

**Access Audit Logging.** LASC reserves the right to perform audits as necessary to determine compliance with this MOU. LASC will record all access to all Court Records by all Agency employees. Periodically LASC will provide Agency with a comprehensive audit log to determine appropriateness of access by Agency employees. Audit data will include

- User ID
- Case Number
- Date/Time of Access
- Information accessed (e.g., case summary, case document)
- User IP Address and Browser Header data

**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 unmanageable, LASC

reserves the right to limit transaction volumes, terminate this service or seek minimal reimbursement of costs to provide this service.

**Accuracy of Court Records.** LASC warrants that Court Records provided to Agency are copies of currently available Court Records as of the time of Agency access and review. As the official court record may be updated subsequent to Agency access and review, 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 or is subsequently updated.

**Agency Staff Training and Audit Responsibilities.** 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.

**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.

**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 JPP.

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

SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF LOS ANGELES

  
SHERRI R. CARTER  
Executive Officer/Clerk of Court

COUNTY OF RIVERSIDE  
PROBATION DEPARTMENT

(Agency)

  
(Ron Miller II, Chief Probation Officer)

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(Address)

(951) 955-2815

[Romiller@rivco.org](mailto:Romiller@rivco.org)

(Phone Number and Email)

FORM APPROVED COUNTY COUNSEL  
BY:   
LISA SANCHEZ 11/29/2021  
DATE