

*Sent to Jim Bullman
10-7-98
Sent again 11-23-98
" " 1-12-99
+ filed copy*

**LIVE SCAN AGENCY
MEMORANDUM OF UNDERSTANDING**

I. PURPOSE

The City of Redlands, the live scan agency, and the Department of Justice (DOJ), hereby enter into this Memorandum of Understanding for the purpose of having the DOJ receive and process applicant background requests received via live scan from Redlands Police Department, and/or provide applicant fingerprint-based clearances and notification of subsequent arrests and/or convictions if applicable.

II. TERM

The term of this Memorandum shall be from July 1, 1998 through June 30, 1999.

III. GENERAL PROVISIONS

Under the provisions of Penal Code Section 11105, the DOJ is authorized to charge agencies submitting applicant fingerprints a fee sufficient to support the cost of the program. It is understood that fingerprints will be processed by the DOJ at the rates established by State and Federal agencies. These rates are subject to change with thirty (30) days written notice.

The City of Redlands agrees to compensate DOJ monthly, in arrears, upon receipt of an invoice, computed in accordance with Section 8752 of the State Administrative Manual. Nothing herein contained shall preclude advance payments pursuant to Article I, Chapter 3, Part 1, Division 3, Title 2, of the Government Code.

Total amount payable during the term of this agreement shall not exceed the sum associated with the DOJ and FBI applicant background services received.

Invoices will be mailed to the Live Scan Agency at the following address:

*To be
Completed
by
Live Scan*

The contact person for DOJ will be Jackie Wentzel
Phone # (916) 227-3870 Section BCII Administration Section

The contact person for The City of Redlands will be Joni Castellon
Phone # (909) 798-7514 Section Personnel Department

III. GENERAL PROVISIONS (Continued)

The live scan agency will be responsible for invoice payment if the agency operator fails to input a billing number or inputs an incorrect billing number, and/or applicant agency information, and the DOJ can not determine which agency should be billed for the transaction.

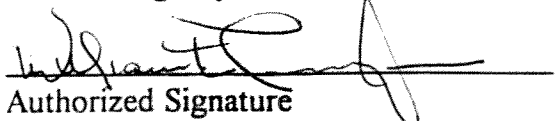
This agreement may be terminated by either party upon thirty (30) days written notice to the other party.

This agreement shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment under this agreement (Government Code Section 10532).

This agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Act or any statute enacted by the Legislature which may affect the provisions, terms or funding of this agreement in any manner.

This agreement may only be amended in writing by mutual agreement of the parties named herein.

City of Redlands
Name of Agency Receiving State Service


Authorized Signature

William E. Cunningham, Mayor
Printed Name and Title of Person Signing

October 6, 1998
Date Signed

ATTEST:


Lorrie Poyzer, City Clerk

Department of Justice
Name of Agency Providing Service

Authorized Signature

Mary Jane Archer, Chief DOJ Accounting
Printed Name and Title of Person Signing

Date Signed

State of California
Department of Justice
Division of Criminal Justice Information Services
Communications Administration Program
P.O. Box 903417
Sacramento, CA 94203-4170
(916) 227-3755
(916) 227-3658 (fax)

As an agency receiving background clearance information in response to the submission of applicant fingerprint cards to the Department of Justice, you already are aware of the regulations regarding the security of the hard copy information which you currently receive. The purpose of this Agreement is to restate existing regulations and clarify how they apply to the electronic receipt of this same information via fax or e-mail. There are no new regulations. Items 1, 2, 4, 5, and 7 restate existing regulations relative to receiving hard copy information; item 2 has been expanded to include electronic information. Items 3 and 6 are intended to clarify these regulations relative to electronic information.

APPLICANT FINGERPRINT RESPONSE

SUBSCRIBER AGREEMENT

In accordance with section 11077 of the Penal Code, the Attorney General is responsible for the security of criminal offender record information. Section 707(a) of the California Code of Regulations requires that **"Automated systems handling criminal offender record information and the information derived therefrom shall be secure from unauthorized access, alteration, deletion or release. The computer terminals shall be located in secure premises."**

This agreement is between the (name of agency) City of Redlands and the California Department of Justice for the purposes of the exchange of criminal offender record information. The above named agency agrees that:

1. Criminal offender record information and the information derived therefrom shall be accessible only to the records custodian and/or hiring authority charged with determining the suitability of the applicant.
2. Confidential information received electronically or via mail shall be used solely for the purpose for which it was requested and shall not be reproduced for secondary dissemination.
3. Notwithstanding other statutory authority, information received shall not be stored electronically and will be destroyed after the hiring or licensing determination. Destruction of this

information shall be to the extent that the identity of the individual can no longer be reasonably ascertained.

4. Criminal history background checks have been completed on all individuals with access or proximity to terminals or fax machines receiving criminal offender record information.
5. Staff with access to criminal offender record information have received training and counseling on the handling of criminal offender record information and have signed employment statement forms acknowledging an understanding of the criminal penalties for the misuse of criminal offender record information (Penal Code Sections 502, 11142 and 11143).
6. Reasonable measures shall be taken to locate terminals and fax machines in a secure area to provide protection from unauthorized access to criminal offender record information by other than authorized personnel. Access is defined as the ability to view criminal offender record information on a terminal monitor or on paper.
7. Pursuant to section 702 of the California Code of Regulations, authorized agencies violating this agreement may lose direct access to criminal offender record information maintained by the Department of Justice.

City of Redlands

Agency Name

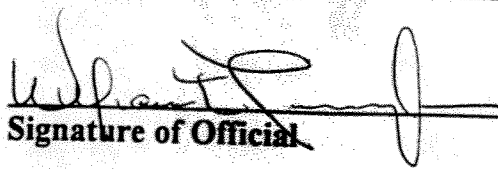
P. O. Box 3005

35 Cajon Street

Redlands, CA 92373

Address

Phone (909) 798-7514


Signature of Official

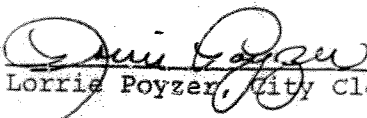
William E. Cunningham

Printed Name

Mayor

Title

ATTEST:


Lorrie Poyzer, City Clerk