

35649

**OPERATIONAL AGREEMENT BETWEEN  
THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE AND  
THE CITY OF LONG BEACH**

**1. PARTIES**

This Operational Agreement (Agreement) is entered into by the **Los Angeles County District Attorney's Office** (District Attorney) and the **City of Long Beach** (City), a municipal corporation, and its Police Department (LBPD).

**2. PURPOSE**

The purpose of this Agreement is to set forth the terms and guidelines for the implementation and use of the Electronic Charge Evaluation Request portal (eCER).

eCER is a web application through which law enforcement agencies may submit crime reports and other supporting documentation for charge evaluation. Submission of criminal cases for charge evaluation through eCER will allow the Investigating Officer (IO) to remain in the field during the initial review process, thereby eliminating time waiting to meet with a deputy district attorney (Filing Deputy).

eCER does not eliminate the requirement that all criminal complaints must be signed by the IO, or the IO's designee.<sup>1</sup> eCER also does not alter the Superior Court filing deadlines or the procedures for filing the criminal complaint with the Superior Court. These deadlines and procedures, which are unique to each courthouse, must still be followed, and will be set forth in the appendix.

If a case submitted for charge evaluation through eCER results in the filing of a criminal complaint, the IO, or the IO's designee, must bring the required number of filing packets to the District Attorney's Office, sign the criminal complaint, and file the paperwork according to the relevant Superior Court procedures, as set forth in the appendix.

Effective communication between an IO and the Filing Deputy is essential to the efficient and proper review of all criminal cases.

Not all cases are appropriate for eCER submission. The District Attorney and the LBPD each retain the option to determine that a particular case should be personally presented by the IO to the Filing Deputy. Provisions for how each party shall be informed that an in-person charge evaluation is required shall be set forth in the Appendix.

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<sup>1</sup> If the Superior Court implements an electronic filing program, the requirement for a wet signature on the criminal complaint will be reviewed.

### **3. RESPONSIBILITIES OF THE DISTRICT ATTORNEY**

- a) Filing Deputies who are reviewing cases submitted through eCER will be available to consult with the IO via telephone and email throughout the charge evaluation process.
- b) The District Attorney, as the Host Agency, will be deemed the owner of the information entered into the application by eCER users in accordance with CJIS Security Policy version 5.6, section 5.1.1.
- c) The District Attorney, as the Host Agency, shall conform to federal and state laws relating to criminal justice information.
- d) The District Attorney shall provide training to LBPD as set forth in the appendix.
- e) The District Attorney shall provide Help Desk technical assistance regarding use of the eCER Portal Monday through Friday, 7:00 a.m. to 5:00 p.m.
- f) The District Attorney, in conjunction with the Los Angeles County Internal Services Department, will provide the necessary computer infrastructure to host the eCER application which will be accessible to LBPD via an internet browser.

### **4. RESPONSIBILITIES OF THE LBPD**

- a) All IOs submitting cases for charge evaluation through eCER must be available by direct telephone line during the evaluation process.
- b) If requested, IOs must be available to meet in person with the Filing Deputy during the charge evaluation process.
- c) LBPD will be responsible for the appropriate security measures as applicable to physical security of terminals and telecommunications lines within the LBPD's Data Network.
- d) LBPD personnel will meet background screening requirements.
- e) LBPD will supply workstations equipped with internet browsers.
- f) LBPD will supply Help Desk support of the physical hardware within the LBPD's computer network.

### **5. PRIVACY AND DATA SECURITY**

- a) The term "personal information" shall have the same meaning as set forth in subdivision (g) of California Civil Code section 1798.29

- b) The District Attorney, as the Host Agency, acknowledges the privacy rights of individuals to their personal information, as defined in California Civil Code section 1798.29, that are expressed in the Information Practices Act (California Civil Code section 1798 *et seq.*) and in Article 1, Section 1 of the California Constitution.
- c) The District Attorney represents and warrants that its access, collection, use, storage, disposal, and disclosure of personal information does and will comply with all applicable federal and state privacy and data protection laws.
- d) The District Attorney shall implement administrative, physical and technical safeguards to protect personal information that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which confidential information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms of this Agreement.
- e) The District Attorney shall maintain the privacy of personal information and shall be responsible for any notifications to affected persons (after prompt consultation with City and LBPD) whose personal information is disclosed by any security breach relating to the confidential information resulting from the acts or omissions of the District Attorney or of its personnel.
- f) A “security breach” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the District Attorney.
- g) The District Attorney shall be responsible for providing such notification in the most expedient time possible consistent with the methods prescribed in California Civil Code section 1798.29.
- h) The District Attorney is required to maintain an Information Security Program sufficient to protect personal information.

## 6. INDEMNIFICATION

- a) The District Attorney shall defend, indemnify and hold harmless the City, its officers, employees, agents (each a City Indemnitee) from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards penalties, fines, costs or expenses of whatever kind, including reasonable attorney’s fees, and the cost of enforcing any right to indemnification hereunder, arising out of or resulting from any third-party claim against any City Indemnitee arising out of or resulting from the District Attorney’s failure to comply with any of its obligations in this Agreement.
- b) The City shall defend, indemnify and hold harmless the District Attorney, its officers, employees, agents (each a District Attorney Indemnitee) from and against all losses,

damages, liabilities, deficiencies, actions, judgments, interest, awards penalties, fines, costs or expenses of whatever kind, including reasonable attorney's fees, and the cost of enforcing any right to indemnification hereunder, arising out of or resulting from any third-party claim against any District Attorney Indemnatee arising out of or resulting from the City's failure to comply with any of its obligations in this Agreement.

## 7. DURATION OF THE AGREEMENT

This Operational Agreement shall be effective June 15, 2020. This Operational Agreement may be terminated by either party with thirty (30) days' notice by issuing a written Notice of Termination.

This Operational Agreement shall expire on June 30, 2025 unless terminated sooner, in whole or in part.

## 8. AMENDMENT OF THE AGREEMENT

Should this Operational Agreement require modification, such changes shall be added by mutual agreement of the LBPB, the City and the District Attorney, in writing, and affixed to this Operating Agreement as the next Appendix in order.

## 9. CONTACTS

The day-to-day contacts for each phase of the implementation of eCER shall be set forth in the appendix. Questions regarding the eCER project should be addressed to:

For Operational Issues:

District Attorney's Office  
James Garrison, Director  
Bureau of Fraud and Corruption Prosecutions  
[jgarrison@da.lacounty.gov](mailto:jgarrison@da.lacounty.gov)  
213-257-3036

Long Beach Police Department  
Michael Pennino, Commander  
[michael.pennino@longbeach.gov](mailto:michael.pennino@longbeach.gov)  
562-570-7335

For Technical Issues:

District Attorney's Office  
Systems Division, Technical Lead  
Richard Dai  
[rdai@da.lacounty.gov](mailto:rdai@da.lacounty.gov)  
562-403-6640

Long Beach Police Department  
Scott Otta, CLB-Business Tech. Expert  
[scott.otta@longbeach.gov](mailto:scott.otta@longbeach.gov)  
562-570-6873

WE, THE UNDERSIGNED, AGREE TO THE PROVISIONS AND INTENT OF THIS OPERATIONAL AGREEMENT AND APPENDIX A.

Dated: Sept 1, 2020

R. Luna  
Robert Luna, Chief of Police  
Long Beach Police Department

Dated: August 26, 2020

Linda J. Iatun for  
Tom Modica, City Manager  
City of Long Beach

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**

Dated: Aug 31, 2020

[Signature]  
Charles Parkin, Long Beach City Attorney  
Attorney for City of Long Beach

Dated: Sept 22, 2020

[Signature]  
Jackie Lacey  
District Attorney  
Los Angeles County  
District Attorney's Office

## **In-person APPENDIX A**

### **OPERATIONAL AGREEMENT BETWEEN THE LOS ANGELES COUNTY DISTRICT ATTORNEY'S OFFICE AND THE CITY OF LONG BEACH**

#### **I. SCOPE OF AGREEMENT**

Use of eCER under Appendix A shall be limited to cases originating from the Long Beach Police Department (LBPB) and submitted for charge evaluation to the District Attorney's Long Beach Branch Office.

Appendix A shall apply to in-custody filings, bonds, cites, and warrants.

#### **II. EFFECTIVE DATE**

Appendix A shall be effective June 15, 2020 and shall remain in effect until either party terminates the Operational Agreement or it expires, or the Appendix is superseded by another Appendix.

#### **III. AMENDMENTS**

Any modifications to this Appendix shall be made in writing and by mutual agreement of the parties.

#### **IV. TRAINING**

The District Attorney's Office will coordinate with LBPB staff and Investigating Officers (IO) to ensure that participants receive the necessary initial in-person training for the use of eCER. Thereafter, LBPB shall be responsible for training any additional personnel on the use of eCER.

#### **V. PROCEDURES**

IOs submitting any case through eCER shall be available for consultation with the Filing Deputy by telephone during the entire charge evaluation process.

Upon request of the Filing Deputy, IOs submitting cases through eCER shall be present at Long Beach Branch Office during the charge evaluation process. Filing Deputies shall notify the IO via telephone that he or she shall be present for the charge evaluation process, allowing sufficient time for the IO to travel to Long Beach Branch Office and complete the process within the timeframe established by the Superior Court.

The IO must be present at the time of the charge evaluation process for the following criminal offenses submitted electronically via the eCER portal, unless the Filing Deputy indicates otherwise:

- Murder and Manslaughter
- Stalking or cases related to Stalking
- Sexual Assault or cases involving the threat of Sexual Assault
- Domestic Violence or cases related to Domestic Violence<sup>1</sup>
- Child Abuse, cases involving the threat of Child Abuse, and cases related to Child Abuse<sup>2</sup>
- Child Abduction, cases involving the threat of Child Abduction, and cases related to Child Abduction
- Elder and Dependent Adult Physical Abuse, cases involving the threat of Elder Abuse, and cases related to Elder Abuse
- Any Significant Case<sup>3</sup> or case attracting significant media attention
- Cases involving 4 or more defendants
- Cases involving 4 or more distinct incidents or crime locations
- Cases involving Complex Fraud
- Cases involving Complex Gang Allegations

Although a case may be eligible for charge evaluation through eCER, an IO may choose to bring the case to the District Attorney's Office in Long Beach for an in-person charge evaluation.

If the eCER portal is down during the submission process, submission of a case for review shall be accomplished in the pre-eCER manner.

All cases submitted through eCER shall contain the following, where applicable:

#### Documents

- a. Crime Report
- b. Supplemental Reports
- c. Arrest Report
- d. Probable Cause Determination (PCD), if applicable
- e. Property Report
- f. Booking Slip
- g. CHP 180
- h. Lab Reports
- i. Written Statements by the victim, witnesses, and/or suspects

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<sup>1</sup> Domestic Violence includes any felony or alternative felony/misdemeanor charge involving the threat or use of physical force in which the suspect and victim are current or former cohabitants, dating partners, or parents of a child in common, or in which the suspect and victim are relatives who normally reside in the same household.

<sup>2</sup> Child Abuse includes any felony or alternative felony/misdemeanor charge in which a child is a victim regardless of the child's relationship to the perpetrator(s).

<sup>3</sup> A Significant Case is any crime, felony or misdemeanor, of significant public interest.

- j. Photographs of the crime scene, evidence, injuries, suspects, victims, and/or witnesses
- k. Expert Reports
- l. Criminal History, including, but not limited to CII, DMV, JAI, CCHRS and FBI, if available, for all suspects
- m. Related and/or prior Crime Reports
- n. All Priors and Predicates that are required to support the charges and/or conduct allegations
- o. All body-worn camera and other video footage depicting the crime or events associated with the crime report, as practicable, unless otherwise specifically requested by the Filing Deputy as being necessary for an assessment of whether criminal charges may be filed.

#### Required Information

- p. Name, date of birth, CII number, and gender for all suspects
- q. Name, date of birth, CII number (if available), and available contact information for all witnesses and victims, including guardian [legal representative] information if the witness or victim is a minor
- r. Agency Report Number or Citation Number
- s. Booking Number, if applicable
- t. Appearance Date
- u. Notation of the existence of any other evidence not submitted through eCER (i.e., dashboard camera or body-worn camera video, security, surveillance or other video footage, 911 calls, taped interviews or witness statements)
- v. Name, serial number, work cell phone number, and email of IO
- w. Name, serial number, work cell phone number, and email of Filing Officer, if different from IO
- x. Name and serial number of each law enforcement personnel
- y. Contact information for SDT purposes.

The IO is responsible for redacting all financial information (including, but not limited to, any personal identifying information), minors' full names, the names of victims who seek to maintain confidentiality pursuant to Penal Code section 293.5 (victims of sex crimes, hate crimes, domestic violence, and stalking), the full names and addresses of victims who might be subjected to threats or intimidation, and any other information the IO feels should be redacted. These redacted documents shall contain the word "redacted" in the file name and the IO must inform the filing deputy specifically what has been redacted. The IO must submit the original, unredacted documents via the eCER portal *as well as* the fully redacted versions of the documents at the time of filing.

eCER will notify the IO by email that the case has been reviewed and either filed, declined, or declined for further investigation.

#### VI. FILING DEADLINES

All in-custody filings for the Long Beach Branch of the Superior Court submitted through eCER must be transmitted to Long Beach Branch by 9:00 a.m. the day the suspect is due in court.



When an in-custody case has been filed in Long Beach Branch, the IO or Liaison shall print and prepare the necessary filing packets at a LBPB station. The IO, or the IO's designee, shall sign the complaint at Long Beach Branch prior to 11:00 a.m.

When an out-of-custody case is filed, the IO, or the IO's designee, shall bring to Long Beach Branch three (3) copies of the felony filing packet (plus two (2) copies for each additional defendant), or two (2) copies of the misdemeanor filing packet (plus one (1) copy for each additional defendant). If the filing is for a warrant (misdemeanor or felony), add one (1) copy, which must be redacted. The filing packets must be brought to Long Beach Branch at least five (5) days before the initial court date. The IO, or the IO's designee, shall sign the complaint. The IO will be responsible for ensuring that all necessary redactions have been made in reports.

## VII. DECLINATIONS

If an in-custody case has been declined, the IO shall receive a copy of the declination form by 1:00 p.m. Because the police report is stored in the PIMS system, there is no need to bring hard copies of the reports to the Long Beach Branch Office for declined cases.

If the case has been declined for further investigation, the IO shall receive a copy of the declination form and proceed accordingly. If further investigation results in the resubmission of the case, the case can be resubmitted through eCER. To ensure that a resubmitted case is filed in a timely manner, the IO shall contact the Filing Deputy to make appropriate arrangements.

## VIII. CONTINUING TECHNICAL SUPPORT AND TRAINING

After the initial training provided by the District Attorney's Office, LBPB shall be responsible for training any additional personnel on the use of eCER. A step-by-step User's Guide for all law enforcement users is available on the eCER portal itself.

LBPB shall designate a person to provide technical support to assist LBPB staff and IOs with the use of eCER. The designated technical support person shall be consulted, in the event that assistance is needed, before contacting the District Attorney's Office. Thereafter, LBPB staff and IOs are to contact the District Attorney's Office through the Help Desk.

In addition, LBPB shall be responsible for ensuring that only authorized, trained personnel are given access to eCER.

## IX. CONTACTS

For purposes of Appendix A, the contacts shall be as follows:

District Attorney's Office –Long Beach Branch Office  
Head Deputy Joanne Baeza  
[jbaeza@da.lacounty.gov](mailto:jbaeza@da.lacounty.gov)  
562-247-2020

District Attorney's Office –Long Beach Branch Office  
Assistant Head Deputy Jason Lustig  
[jlustig@da.lacounty.gov](mailto:jlustig@da.lacounty.gov)  
562-247-2040

District Attorney's Office, Systems Division  
Help Desk  
[Helpdesk@da.lacounty.gov](mailto:Helpdesk@da.lacounty.gov)  
213-725-5340

Technical Lead  
Richard Dai  
[rdai@da.lacounty.gov](mailto:rdai@da.lacounty.gov)  
562-403-6640

Long Beach Police Department  
Michael Pennino, Commander  
[michael.pennino@longbeach.gov](mailto:michael.pennino@longbeach.gov)  
562-570-7335

Long Beach Police Department  
Joseph Gaynor, Lieutenant  
[joseph.gaynor@longbeach.gov](mailto:joseph.gaynor@longbeach.gov)  
562-570-7275

Long Beach Police Department, Information Systems  
Scott Otta, CLB-Business Technology Expert  
[scott.otta@longbeach.gov](mailto:scott.otta@longbeach.gov)  
562-570-6873