Memorandum of Understanding (MOU)

Between

California Highway Patrol Information Management Division





And

## **Redondo Beach Police Department**

July 7, 2025

# - FOR OFFICIAL USE ONLY - MEMORANDUM OF UNDERSTANDING

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#### SUPERSEDES

This Memorandum of Understanding (MOU) dated July 15, 2025, supersedes any existing MOUs in place between the listed organizations for the purpose(s) described herein.

#### INTRODUCTION

The purpose of this MOU is to establish a standard agreement between the California Highway Patrol (CHP) and the City of Redondo Beach ("City") regarding the development, management, operation, and security of data exchanged between the CHP and the Redondo Beach Police Department where mutually beneficial.

#### AUTHORITY

Government Code Section 7921.505(c) states that disclosures made by any governmental agency to any governmental agency that agrees to treat the disclosed material as confidential will not constitute a waiver of any relevant exemption of the California Public Records Act. Both organizations therefore agree, pursuant to Government Code Section 7921.505(c) that they will maintain the confidentiality any information that they may exchange, consistent with the provisions of the California Public Records Act. Any information obtained by both agencies shall only be used for purposes that are consistent with existing California and federal law.

#### BACKGROUND

Redondo Beach Police Department seeks the cooperation of the CHP to participate in the electronic exchange of standard CHP 555 form data replacing the need to exchange paper forms in-person. The parties enter this MOU to expedite the processing of data critical to Partner and CHP activities in the furtherance of motor vehicle and highway safety.

Electronic delivery of CHP 555 form data will be executed using a software application specifically developed for this purpose and provided by KAM Software Technologies, DBA Crossroads Software, Inc., hereinafter Crossroads. The intuitive user interface for the CHP 555 form provided by Crossroads includes an instructional narrative and the ability to generate and attach supplemental documents (e.g., scanned images and photographs) to assist with preparing and transmitting a thorough and complete information package to the CHP.

#### COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of the established interconnections. Both organizations agree to maintain open lines

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of communications between designated staff at both the managerial and technical levels. Critical communications described herein must be conducted in writing unless otherwise noted. The principal contacts for this MOU are as detailed below:

California Highway Patrol	Redondo Beach Police Department
Chief Josh Ehlers	Roxanne Henry
Chief Information Officer (CIO) Information Management Division	Police Records Manager, City of Redondo Beach
601 North 7 <sup>th</sup> Street	Redondo Beach, CA 90277
Phone: (916) 843-4000	Phone: (310) 697 - 3420
e-Mail: jehlers@chp.ca.gov	e-Mail: <u>Roxanne.Henry@redondo.org</u>

Both organizations agree to designate and provide contact information for technical leads for their respective system, and to facilitate direct communication between technical leads to support the management and operation of the interconnection. To safeguard the confidentiality, integrity, and availability of the interconnected systems; as well as the data they store, process, and send; the organizations agree to give notice of specific events within the time frames indicated below:

#### - SECURITY INCIDENTS

Both organizations agree to notify the appropriate designee by telephone or e-mail at the earliest opportunity in the event a security incident has been detected, so the other Organization may take steps to determine whether its system has been compromised and to take appropriate security precautions. This communication should include a description of the incident, as well as the status of containment and/or resolution efforts. The system owner will receive a formal written incident summary within ten (10) business days of incident remediation.

#### - DISASTERS AND OTHER CONTINGENCIES

Both organizations agree to provide notification to the appropriate designee by telephone or e-mail as they are reasonably able to in the event of a disaster, or other incident that disrupts the normal operation of either connected system. This communication should include the cause of the outage and reasonable forecasts

pertinent to the restoration of services. The system owner will receive a formal written event summary within ten (10) business days of restoration of services.

#### MATERIAL CHANGES TO SYSTEM CONFIGURATION

Planned technical changes to the system architecture that affect the efficacy of the interconnection will be reported to technical staff before such changes are implemented. If planned changes will cause a disruption in service, notification shall be made no less than one (1) week in advance.

#### - NEW INTERCONNECTIONS

Both organizations agree to ensure that information security safeguards are maintained with respect to the data exchanged under this agreement; to include any connection between its' Information Technology (IT) system and any other IT system, including systems that are owned and operated by third parties.

#### - PERSONNEL CHANGES

Both organizations shall allocate the appropriate personnel resources to ensure the continual function of the interconnection governed by this MOU, irrespective of changes in personnel. Both organizations agree to provide the other with notification of any changes in point of contact information.

#### INTERCONNECTION SECURITY AGREEMENT

This exchange is standard practice and does not require an Interconnection Security Agreement ("ISA").

#### SECURITY

Both organizations agree to work together to ensure the joint security of the interconnected systems and/or data they store, process, and transmit. Each Organization certifies that its respective system is designed, managed, and operated in compliance with all relevant federal and state statutes, regulations, and policies pertaining to such systems.

#### - DISCLOSURE

Both organizations agree not to disclose any information contained in records provided by the other Organization which identifies, or can be used to identify, an individual person *except when used for the same statutorily authorized purpose for which it was received*. Consistent with California Civil Code Section 1798.29, this may include, but is not limited to, a person's name, driver's license number or identification card number, tax identification number, passport number, military identification number, or other unique identification number issued on a government document commonly used to verify the identity of a specific individual, account number or credit or debit card number (in combination with access credentials), medical information, health insurance information, unique biometric data (such as a fingerprint, retina, or iris image, used to authenticate a specific individual), information or data collected through the use or operation of an automated license plate recognition system, or a username/email address (in combination with access credentials).

#### - APPROPRIATE USE

Both organizations agree not to use personal information from records provided by the other organization to contact or distribute bulk surveys, marketing, solicitations or for other purposes, unless the person whose information is used has provided express written consent for such disclosure.

#### - LIMITATION OF USE

Both organizations agree not to provide any information from records obtained pursuant to this MOU to any other person without entering into an agreement including disclosure, appropriate use, and limitation of use identified herein.

#### - PRIVACY PROTECTION

Both organizations agree to ensure that personnel are familiar with the provisions of the Driver Privacy Protection Act (18 U.S.C. § 2721, et seq.) and adhere to all applicable federal, state, and local laws, regulations, and policies which protect personally identifying information in government records and systems.

#### - INVESTIGATIONS OF MISUSE/SECURITY BREACH

Both organizations agree to promptly investigate any alleged misuse of data or related security breach, and to cooperate reasonably with the appropriate personnel in connection with any alleged breaches involving its data.

Both organizations agree to respond to all requests by the other designed to ensure that each are adhering to the use and access limitations set forth in this agreement. Responses shall be in writing and shall be provided within ten (10) business days of receipt of the request. Email responses shall be sufficient for purposes of this provision.

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#### COST CONSIDERATIONS

Unless otherwise specified in an ISA, datasets will be provided via web service. Both organizations agree to incur any hardware/software/service costs necessary within their respective organization to establish and maintain a secure web service interconnection. Modifications to any system which are necessary to support an established interconnection are the responsibility of the respective system owner's organization.

#### TIMELINE

This MOU will remain in effect for five (5) years from the last date on either signature in the signature block below.

If both organizations wish to extend this MOU, they may do so by reviewing, updating, and reauthorizing this MOU. The newly signed MOU should explicitly supersede this agreement, which should be referenced by title and date.

If one or both of the parties wish to terminate this agreement, they may do so at any time and upon written 30-day advanced notice or immediately in the event of a security incident that necessitates a rapid response. Written notice shall be emailed to the email addresses provided for the principal contacts for this MOU, and a copy mailed to the addresses provided for the principal contacts for this MOU. Notice shall be deemed complete as of the date of the email sent to the principal contact.

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#### SIGNATORY AUTHORITY

The signatories below attest to having signing authority for the entities they represent and agree to the terms of this MOU.

Authorized Signatory on behalf of California Highway Patrol Official Authorized Signatory on behalf of City of Redondo Beach

Date

Josh Ehlers, Chief & CIO California Highway Patrol Information Management Division

Signature

Signature James A. Light, Mayor City of Redondo Beach Date