

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
AND
CITIES OF REDONDO BEACH AND TORRANCE**

This Memorandum of Understanding ("MOU") is entered into by and between Superior Court of California, County of Los Angeles ("Court") and Cities of Redondo Beach and Torrance (together "Non-County Partner(s)"). The Court and the Non-County Partner(s) are hereinafter referred to collectively as the "Parties" and each individually as a "Party."

1. PURPOSE

This MOU will allow authorized employees from the Non-County Partners temporary access to designated stairwells and/or staff elevators (to the extent available) at the Torrance courthouse. The purpose of this MOU is to memorialize the responsibilities of the Parties, including with regard to costs associated with the Court allowing Non-County Partner(s) temporary access to designated stairwells and/or staff elevators during the novel coronavirus (COVID-19) pandemic. Non-County Partner(s) agree to pay the pro-rated costs associated with rekeying stairwell doors, duplication of keys, and any/all associated costs at the Torrance courthouse.

2. INTRODUCTION / BACKGROUND

Since the beginning of the COVID-19 pandemic, local, state and federal public health authorities have urged that the only effective defense for preventing the spread of the COVID-19 virus involves maintaining a safe distance – at least six (6) feet - from all persons and wearing face coverings at all times in public. In California, all persons are required to wear face coverings while in public. Together with good hygiene practices, these measures are the only means of slowing the spread of COVID-19. In General Order No. 2020-GEN-016-01, issued on June 4, 2020, Presiding Judge Kevin C. Brazile reinforced the face covering requirement inside courthouses. The Court reiterated the importance of social distancing requirements when it adopted its COVID-19 Social Distancing Protocol on June 15, 2020.

Court proceedings tend to involve many persons and courthouses are not designed to accommodate social distancing. Enforcing social distancing in courthouses, particularly in courtrooms, can be costly and significantly reduce the number of persons who can safely occupy public areas within courthouses. To decrease the number of persons using courthouse elevators and reduce delay from attorneys waiting for public elevators, the Court has agreed to provide Authorized Employees of Non-County Partners temporary access to designated stairwells and/or staff elevators (to be specified) in their assigned courthouse.

3. TERM

This MOU shall be in effect upon its execution (Effective Date) and shall remain in effect until the Court terminates the agreement and notifies Non-County Partner(s) or when Governor Gavin Newsom lifts the State of Emergency he declared on March 4, 2020, (Termination Date) regarding the COVID-19 pandemic, whichever is earlier.

4. ALLOCATION OF COSTS

Non-County Partner(s) along with County Tenant Agencies (Public Defender, Alternate Public Defender and the District Attorney) requesting stairwell keys/key cards will bear the full cost of replicating the keys to stairwell(s) and/or issuing key cards. Non-County Agencies will bear the pro-rated share of such costs based upon the number of keys distributed to their respective authorized employees. Those costs may include costs associated with rekeying stairwell doors, including but not limited to duplication of keys, modifications to hardware and cylinders, additional security measures and any/all associated services at the Torrance courthouse. The Court will bear no costs associated with providing stairwell access to Non-County Partners and Tenant Agencies' Authorized Employees.

5. ACCESS CRITERIA AND OBLIGATIONS FOR PARTICIPATION

The following criteria shall govern how stairwell and/or staff elevator access is determined by the Court:

- a) Access should be the minimum measure necessary to effectuate social distancing with the least risk to Court staff and security concerns.
- b) The respective City Attorney for the Non-County Partner(s) seeking stairwell access for their employees at their respective courthouses, must request access for each individual employee.
- c) If the City Attorney for the Non-County Partner(s) becomes aware of any issue negatively affecting the security clearance of an Authorized Employee, such as a suspension, or termination, forced leave from work, an arrest, or any credible information the employee has engaged in any act of violence or made any threats of violence, he or she must immediately notify the Court. In cases where Authorized Employees are disciplined or have any of the other issue(s) listed earlier in this paragraph, all temporary credentials, keys or access cards will be collected by the Non-County Partner(s) and surrendered to the Court Administrator or the Court's Office of Public Safety (OPS) as soon as reasonably possible.
- d) Authorized Employees must undergo weapons screening and have any belongings screened each time they enter a courthouse.
- e) No unauthorized persons may accompany any Authorized Employee in the stairwell or staff elevator. Any breach of this mandate will result in the immediate removal of the non-county partner from the enhanced access program and may cause each of the Authorized Employee with that non-county partner to lose their enhanced access privileges. Repeated violations of the enhanced access program by employees of the non-county partner will result in revocation of the privilege for the entire Non-County Partner(s).
- f) Enhanced access is terminable in the sole discretion of the Supervising Judge at any time and without advance notice.
- g) Non-County Partner(s) hereby agree to return all keys (which should be stamped "Do Not Duplicate" and be sequentially numbered and logged to specific individuals) and return all access cards (which are assigned to specific employees) at the end of the enhanced access program.
- h) Non-County Partner(s) participating in the enhanced access program must designate a person within their agency who will be responsible for maintaining an up-to-date key assignment roster as well as key controls. A copy of this roster for each building shall be

dated and provided to the Court's Director of Facilities the first week of every quarter. Should one of the keys assigned to the Non-County Partner(s) become lost or missing the Non-County Partner(s) must immediately notify the Court's Director of Facilities. The Non-County Partner(s) that lost the key will be responsible for all costs associated with correcting the situation, including but not limited to potentially replacing all keys assigned to all Tenant Agencies.

- i) Non-County Partner(s) participating in the enhanced access program must agree in writing to pay for any damages to Court property caused by any of their employees.
- j) Non-County Partner(s) participating in the enhanced access program must agree in writing to pay for the costs to return the security measures to their original state (i.e., re-keying or re-programming or restoring any physical modifications).
- k) The only persons authorized to perform lock work, make keys or distribute key cards, are the Security Vendors contracted by the Court, or if approved by the Court, LA County Internal Services Department (ISD).
- l) When a lock is required to be re-keyed for the purpose of enhancing court social distancing, the locksmith shall create a unique key for this sole purpose, and these very specific doors. The keyway shall remain on the building key master program to ensure accessibility by responding personnel during emergency situations.
- m) Any questions by Supervising Judges should be directed to Court's Office of Public Safety for review to ensure consistency throughout the Court.
- n) Should the (increased) usage of the stairwell by Non-County Partner(s) personnel result in the need for additional cleaning/maintenance services of the stairwells, non-county partner will bear the full cost of the additional janitorial services.

6. AUTHORITY

The Parties have authority to enter into and perform the obligations under this MOU, and the Parties' signatories have authority to bind the Parties to this MOU.

7. PAYMENTS

Non-County Partner(s) have determined the percentage of total costs each entity will bear based on each's proportion of the total number of keys requested/reflected in Attachment A.

If work under this MOU is to be handled, performed and completed by LA County ISD (or ISD contractor/sub-contractor), Non-County Partner will have the responsibility to pay ISD directly. At no time will any ISD services (or ISD contractor/sub-contractor) performed pursuant to this MOU be billed to the Court, and the Court will not be expected to pay for any ISD services (or ISD contractor/sub-contractor).

If work under this MOU is to be handled by a contractor other than ISD, such contractor will be jointly acceptable by all parties. Non-County Partner(s) will have the responsibility to pay the (outside) contractor directly. At no time will any contractor services performed pursuant

to this MOU be billed to the Court, and the Court will not be expected to pay for any such services.

8. EFFECT OF TERMINATION

Termination of this MOU shall not affect the rights and obligations of the Parties which arose prior to any such termination (unless otherwise provided herein) and such rights and obligations shall survive any such termination. Rights and obligations which by their nature should survive shall remain in effect after termination of this MOU, including any section of this MOU that states it shall survive such termination or expiration.

9. INFORMAL DISPUTE RESOLUTION

The Parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this MOU.

10. INDEMNIFICATION

In the performance of this MOU, the Parties shall each be responsible only for the acts and omissions of its own officers, employees, and agents, and shall indemnify and hold harmless each other for all liability relating thereto.

11. STATE AUDITOR AUDIT PROVISION

This Agreement is subject to examinations and audit by the State Auditor for a period three (3) years after final payment.

12. RETENTION OF RECORDS

Each Party shall maintain all financial records, supporting documents, and all other records relating to performance and billing under this MOU for a period in accordance with Grant Agreement 1034105, state and federal law, and the *Trial Court Financial Policies and Procedures Manual*, but in no event less than four (4) years from the Termination Date.

13. CONTACTS

Each Party will designate a contact to coordinate any activities of the respective Party in carrying out this MOU. Unless otherwise provided under this MOU, all notices, submissions or deliveries to be made to the Parties under this MOU shall be directed as follows:

A. Los Angeles Court's Project Director for this MOU is:

Judge James Brandlin (ret.), Director
Office of Public Safety
Stanley Mosk Courthouse
111 North Hill Street, Room 501
Los Angeles, California 90012
213-633-0309
JBrandlin@lacourt.org

B. Non-County Partner(s) Project Director(s) for this MOU is/are:

Melanie Chavira
City Prosecutor
401 Diamond St.
Redondo Beach, CA 90277
310-318-0633
melanie.chavira@redondo.org

Name
Title
City of Torrance
Address
Phone #
E-Mail

14. KEY INVENTORY CUSTODIAN

Each Non-County Partner will designate a Key Inventory Custodian to oversee proper distribution and proper tracking of all keys, see Attachment A.

15. MODIFICATION OR AMENDMENTS

Any modification or amendment to this MOU shall be confirmed in writing and signed on behalf of all affected parties in the manner in which this MOU is executed.

16. CHOICE OF LAW

The terms and conditions of this MOU shall be construed and interpreted under the laws of the State of California.

AUTHORIZATION PAGE

IN WITNESS THEREOF, the Superior Court of California, County of Los Angeles has caused this MOU to be subscribed by its Executive Officer/Clerk of Court, the seal of said Court is hereto affixed, and the Superior Court of California, County of Los Angeles has caused this MOU to be subscribed on its duly authorized officer.

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES



By: _____ Date: _____

SHERRI R. CARTER
Executive Officer/Clerk of Court

City of Redondo Beach

By: _____ Date: _____

(AUTHORIZED SIGNATORY) William C. Brand
(Title) Mayor

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

ATTEST:

Eleanor Manzano, City Clerk

City of Torrance

By: _____ Date: _____

(AUTHORIZED SIGNATORY)
(Title)

ATTACHMENT A

LIST OF LOCATION(S) AND DESIGNATION OF COST SHARING PERCENTAGES

LOCATION NAME: TORRANCE COURTHOUSE

NON-COUNTY PARTNER(s): CITY OF REDONDO BEACH
CITY OF TORRANCE

KEY INVENTORY CUSTODIAN NAME(s), PHONE NUMBER, EMAIL

CITY OF REDONDO BEACH: (1) Melanie Chavira, 310-318-0633, melanie.chavira@redondo.org; (2) Sydne Michel, 310-318-0633; (3) Anastasai Papadakis, 310-318-0633, anastasia.papadakis@redondo.org; (4) Joy Abaquin, 310-318-0633, joy.abaquin@redondo.org

CITY OF TORRANCE: Non-County Partners have determined the percentage of total costs each entity will bear cost based on each's proportion of the total number of keys requested for this location (in consultation with County Partners): Number of keys requested:

• City of Redondo Beach	4
• City of Torrance	3
• District Attorney	20
• Public Defender	20
• Alternate Public Defender	8
• TOTAL KEYS	55

Percentage of total costs for each entity:

• City of Redondo Beach	7.3 %
• City of Torrance	5.4 %
• District Attorney	36.4 %
• Public Defender	36.4 %
• Alternate Public Defender	14.5 %

COMMENTS / SPECIAL CIRCUMSTANCES ABOUT THIS LOCATION i.e. any Non-County Justice Partners who will also be sharing costs at this location:

County Partners will sign a separate MOU.