

**INTERAGENCY MEMORANDUM OF UNDERSTANDING**  
**Between**  
**ALAMEDA COUNTY DISTRICT ATTORNEY'S OFFICE (ACDAO)**  
**And**  
**CITY ATTORNEY'S OFFICE, CITY OF ALAMEDA (City Attorney)**

This Memorandum of Understanding (MOU) between the Alameda County District Attorney's Office (ACDAO) and the City Attorney's Office, City of Alameda (City Attorney) shall be in effect for the entire period of July 1, 2026 through June 30, 2029.

**I. Purpose**

ACDAO is entering into a partnership with City Attorney's office, City of Alameda to acknowledge and affirm the responsibilities of the signatures for the ACDAO to provide access to the Alameda County District Attorney's Case Management System, (RD3) Intake and Charging Module only to the City Attorney's Office, City of Alameda.

**II. Background**

The ACDAO has invested more than \$1,500,000 in the creation of a sophisticated and all-inclusive case management system, referred to as RD3. This project began more than seven years ago, and the system continues to be refined and expanded. RD3 is the sole property of ACDAO. In addition to the cost of development, the ACDAO pays a monthly fee for connectivity as well as maintenance, development, and hosting. RD3 contains all relevant Code Sections that are applicable to the purview of ACDAO, including Penal Code, Government Code, Business and Professions Code and Juvenile justice Code and other codes as needed. Beginning fiscal year 2026-2027, the ACDAO will be investing significant funds to upgrade RD3, called Dalite 4.

In 2019-2020, the Alameda City Attorney's Office began criminally prosecuting violations of the Municipal Code. As a gesture of good faith, the ACDAO allowed the City Attorney staff to have space in the District Attorney's Office located at the Wiley Manuel Courthouse. The information contained in RD3 is confidential and protected Work Product. With the understanding that the City Attorney Staff would not have access to the ACDAO data, City Attorney staff was given permission to electronically file their cases through RD3 into Odyssey, the court's case management system.

The Head of the ACDAO's Law and Motion Division was required to provide language that articulate the various Municipal Code sections that would be pertinent to the City Attorney staff when alleging violations in a criminal complaint. RD3 would generate the

charging language and produce a Complaint. In addition, RD3 would automatically file the Complaint with the Court.

In November 2020, the voters of Alameda approved a ballot measure to allow the City Attorney's Office to prosecute misdemeanor crimes that occur in the City of Alameda. The City Attorney requested access to RD3 that would allow his staff to conduct their own filing of Complaints and manage their cases electronically. The ACDAO agreed to allow the Alameda County Information Technology Department (ACITD), who created the RD3 program, to create a separate section in RD3 for the City Attorney's cases. Further, accommodations and technological adjustments must be made for the City Attorney's staff to access RD3 for their own cases.

The system has been designed for the ACDAO. To add functionality to RD3, there will be additional costs and will require analysis from the ACITD. The ACDAO assumes no liability for the City Attorney's Office, nor the City of Alameda's use of the RD3 system. Further, cases data entered in the separate section of RD3 created for the City Attorney's Office, will not be accessed by the ACDAO staff. Further, no ACDAO data entered or contained in RD3 will be accessible to or accessed by staff of the Alameda City Attorney's Office.

All maintenance of RD3 will be managed by ACDAO, including payment for maintenance, any upgrades and other costs. The Alameda City Attorney's Office shall be required to pay for a portion of the maintenance and other costs associated with its use of RD3, including ACDAO staff time, which includes data maintenance, Attorney time to create the codes for RD3, a licensing fee, and equipment upgrades.

From time to time, the County negotiates and approves benefit packages that increase the cost per employee. Since the inception of this agreement between the ACDAO and the Alameda City Attorney's Office in 2021, several collective bargaining agreements between Alameda County and the unions that represent various classifications of County and ACDAO employees were formalized, resulting in increased wages and benefits. As a result, the cost per employee has increased since 2021. Any such Board authorized increases shall result in an increase in the MOU amount and shall be paid proportionally by the Alameda City Attorney's Office.

Lastly, this MOU does not provide access to RD3 for Race Blind Charging pursuant to Penal Code section 741 nor does it cover any costs associated with future upgrades to RD3 for Race Blind Charging. The City Attorney's Office understands this limitation and has separately implemented Race Blind Charging protocols in compliance with Penal Code section 741.

### **III. Funding**

The City Attorney shall pay ACDAO \$6,000 monthly representing the cost of monthly maintenance; a percentage of the cost for Administrative and Technical support staff; re-writing and updating of RD3, a licensing fee which is less than 5% of the total cost of the development of RD3 and for related software, equipment upgrades, and increased cost of staffing.

#### **IV. Roles and Responsibilities**

##### **City Attorney's Office, City of Alameda agrees to:**

- Provide funding monthly for access to RD3/Dalite 4 as outlined in this Memorandum. Remit payment on the first Monday of the month upon receipt of ACDAO invoice.
- Provide a departmental liaison for facilitation of payment and other related administrative activities, include communication of system availability.
- Provide timely updates as to any changes related to funding, payment.
- Limit access to RD3/Dalite 4-Alameda to individuals identified by name and provided to the District Attorney's RD3/Dalite 4 Administrator.

##### **ACDAO Agrees to:**

- Provide employees of the city Attorney's Office, City of Alameda, with mandatory initial training and on-going training services necessary to operate the system.
- Provide access to RD3/Dalite 4-Alameda, which will create a system for filing and case management unique to City of Alameda criminal cases.
- Provide system maintenance needed for the City Attorney's Office, City of Alameda. For example, adding municipal codes and language, adding users to the system, deletions, etc.
- Provide support regarding the system, either in-person, virtual, telephonic or through email during normal business hours.
- The City Attorney's Office, City of Alameda will not be granted access to, nor will an employee of the City of Alameda access any data held in RD3/Dalite 4 related to ACDAO.
- ACDAO assumes no guarantee that RD3/Dalite 4 will meet all requirements of the City Attorney as the system was originally designed for ACDAO. To add functionality to RD3/Dalite 4 will require analysis from ACITD and additional costs may be incurred.
- ACDAO assumes no liability for the City Attorney's use of the RD3/Dalite 4 system. It will be used as-is with no further claims or expectations except maintenance activities.
- ACITD maintains the system and strives to make sure the system is available during business hours. The system may be available 24x7 but is not guaranteed.

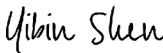
There will be infrequent, advertised maintenance windows for system and network maintenance.

- ACITD maintains the application servers to industry standard but are in rare instances if there is a data loss, no liability can be attached to the ACDAO or ACITD.

In witness hereof, the parties have executed this MOU in the County of Alameda. Either party may terminate this MOU with or without cause by providing THIRTY (30) days' notice, in writing, to the other party. Upon receipt of termination notice, any outstanding amount owed to the ACDAO must be paid immediately. Upon the expiration of this notice, this MOU shall no longer have force or effect.

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Ursula Jones Dickson, District Attorney  
Alameda County District Attorney's Office

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Date

Signed by:  
  
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Yibin Shen  
City Attorney's Office, City of Alameda

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6/4/2026

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Date

Signed by:  
  
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Scott Dickey, Assistant County Counsel