

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.7
(ID # 28682)

MEETING DATE:
Tuesday, January 27, 2026

FROM : EXECUTIVE OFFICE AND Sheriff-Coroner-PA

SUBJECT: EXECUTIVE OFFICE and SHERIFF-CORONER-PA: Ratify and Approve the Memorandum of Understanding for Court Security Services between the County of Riverside and the Superior Court of California, County of Riverside for a Period of Performance of Five (5) Years, and Authorize the Chair and the Sheriff to Execute the MOU. All Districts. [\$106,445,380 – Trial Court Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Memorandum of Understanding (MOU) for Court Security Services between the County of Riverside and the Superior Court of California, County of Riverside, effective July 1, 2025 through June 30, 2030; and
2. Authorize the Chair of the Board and the Sheriff to execute the MOU on behalf of the County.


ACTION:Policy


Zachary Hall, ASSISTANT SHERIFF 1/7/2026

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: January 27, 2026
xc: EO, Sheriff

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 20,867,531	\$ 21,076,206	\$ 106,445,380	\$0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$0
SOURCE OF FUNDS: 100% Trial Court Funding			Budget Adjustment:	No
			For Fiscal Year:	25/26-29/30

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Pursuant to Government Code sections 30025, 69920, and 69926(b), the County of Riverside and the Superior Court of California, County of Riverside, have negotiated a five-year Memorandum of Understanding (MOU) governing the provision of Court Security Services by the Riverside County Sheriff's Office.

The Lockyer-Isenberg Trial Court Funding Act of 1997 provided a mechanism for the state to fund local trial court functions. In 2001, the County entered into an initial contract for various services with the Court to ensure the services would be provided uninterrupted. Security services continue to be provided by the Sheriff, and the funding is sent directly to the County as part of the 2011 realignment of public safety (AB118). This MOU reflects a mutual agreement on the scope, staffing levels, and funding considerations for maintaining adequate court security in accordance with the Trial Court Security Realignment and the Superior Court Security Act of 2012. Key provisions included in this MOU are:

- The Sheriff will maintain current staffing levels of 151 members who provide security to the courthouses.
- The Superior Court and Sheriff agree to cooperate in identifying and resolving security needs, and operational efficiencies.
- The MOU has provisions for emergency response, annual reporting, and collaborative planning.
- The Sheriff will provide access to the California Law Enforcement Telecommunications System (CLETS). Cost reimbursement terms are set forth in Exhibit A of the MOU.

The term of the MOU is from July 1, 2025, through June 30, 2030, with provisions for continued effect until a new agreement is executed.

Impact on Residents and Businesses

Defined relationships between the County and the Superior Court facilitates citizen access to information and services from both entities.

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STATE OF CALIFORNIA**

Contract History and Price Reasonableness

On September 1, 2009 (M.O. 3.7) the County entered into an initial contract with the Superior Court.

On August 20, 2013 (M.O. 3.12) the MOU with the Superior Court was approved by the board.

On February 27, 2018 (M.O. 3.7) the agreement between the County and the Superior Court was amended.

On October 16, 2018 (M.O. 3.20) – Added funding from the State/Courts for two deputies in the amount of \$140,000.

On February 9, 2021 (M.O. 3.5) the Board ratified and approved a contract for services between the County and the Superior Court effective July 1, 2020 through June 30, 2025.

ATTACHMENTS:

ATTACHMENT A. Memorandum of Understanding for Court Security Services



Rebecca S Cortez, Principal Management Analyst 1/20/2026



Aaron Gettis, Chief Deputy County Counsel 1/13/2026

MEMORANDUM OF UNDERSTANDING

**FOR COURT SECURITY SERVICES
BETWEEN THE COUNTY OF RIVERSIDE AND
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE**

This Memorandum of Understanding ("MOU") for Court Security Services is between the County of Riverside ("County") and the Superior Court of California, County of Riverside ("Court").

RECITALS

WHEREAS, Government Code 30025 mandates a Realignment of Superior Court Security Funding, so that Funding of Superior Court security is now distributed by the State of California directly to County;

WHEREAS, Superior Court Security Act of 2012, Government Code 69920, such Realignment of Superior Court security funding is not intended to, nor should it, result in reduced Court Security Service delivery, increased obligations on County, or other significant programmatic changes that would not otherwise have occurred absent Realignment;

WHEREAS, Government Code 69926(b) authorizes Court to contract with County for Court Security Services pursuant to the Funding Realignment; and

WHEREAS, Court and County desire to enter into this MOU concerning the nature and extent of Court Security Services to be provided to Court;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other valuable consideration, County and Court hereto agree as follows:

MOU CONTENTS

ARTICLE I:	AUTHORIZED REPRESENTATIVES
ARTICLE II:	TERM
ARTICLE III:	SCOPE OF SERVICES
ARTICLE IV:	INDEMNIFICATION PROVISIONS
ARTICLE V:	MISCELLANEOUS PROVISIONS
EXHIBIT A:	SCOPE OF SERVICES FOR CLETS

ARTICLE I: AUTHORIZED REPRESENTATIVES

The Court Executive Officer or their designee(s) shall administer this MOU on behalf of Court. Chief Financial Officer and Court's Chief Operations Officer shall be the points of contact for Court ("Court Representatives") and shall be authorized to make requests and grant approvals for Court within the scope of this MOU.

The Executive Officer of Riverside County or his/her designee(s) shall administer this MOU on behalf of County. The Executive Office Principal Management Analyst for Sheriff's Operations and Riverside County Sheriff's Office Chief Deputy over Court Services shall be the points of contact for Sheriff ("Sheriff Representatives"). The Riverside County Sheriff's Office ("Sheriff") shall be authorized to govern the day-to-day provisions of Court Security Services under this MOU.

ARTICLE II: TERM

This MOU shall be effective July 1, 2025, through June 30, 2030. Court and County are to meet approximately six (6) months prior to the expiration of this MOU for purposes of negotiating a new MOU governing the provisions of Court Security Services after June 30, 2035. If a new MOU has not been signed by the parties prior to June 30, 2035, the terms and conditions of this MOU shall remain in effect until a new MOU is signed by the parties.

ARTICLE III: SCOPE OF COURT SECURITY SERVICES

Security Services

Sheriff shall provide Court Security Services to Court. Court Security Services include, but are not limited to, those services enumerated in Government Code 69920 et. seq. Sheriff agrees to maintain staffing levels at a level not less than those maintained during Fiscal year 2010 and 2011 (FY 10-11) as expressed by the legislative intent in Government Code 69920 et. seq (including in the Superior Court Security Act of 2012).

Notwithstanding the above, both Court and Sheriff recognize that Trial Court Funding ("TCF"), provided by the State via Government Code 30025, may not be sufficient to cover the costs to the Sheriff to maintain FY 10-11 staffing, which includes unanticipated security needs and appropriate Court Security costs. Additionally, both Sheriff and Court recognize additions to the number of active judicial officers, and/or additional Court Facilities, require additional security staff and will require added funding.

Should the Sheriff be unable to consistently fill the daily security staffing needs of the Court, either due to inadequate funding levels via TCF, or due to failure to specifically increase funding when additional judicial officers or additional Court facilities are authorized, Sheriff and Court will work cooperatively to identify the staffing and funding issues, and work cooperatively to

prioritize critical staffing and mutually seek funding solutions through the appropriate legislative process or other opportunities or avenues, and strive to increase these resources over time.

Security Plan

Sheriff will prepare and/or update as needed the "Law Enforcement Security Plan" covering all Court Facilities in the County pursuant to Government Code § 69921(c). Upon request, Sheriff shall provide, with the Law Enforcement Security Plan, a written summary evaluation of compliance during the past calendar year with this MOU. In addition, upon request, Sheriff shall provide a written report containing the number of citizen complaints, nature of complaints, and findings (to be consistent with Federal Department of Justice requirements). Such report shall be statistical in nature and not include confidential personnel information. In addition, if requested by the Presiding Judge, Sheriff, or their designee, shall work in conjunction with the Presiding Judge to develop an annual or multi-year Comprehensive Court Security Plan, which shall include the Law Enforcement Security Plan, as set forth in Government Code § 69925.

Emergencies and Additional Services

Sheriff shall continue to provide, at no charge to Court, services of the Special Enforcement Bureau ("SEB"), Hostage Negotiation Team ("HNT"), Hazardous Device Team ("HDT"), K-9 Units, Forensic Services Section, and Investigators needed for complex criminal investigations, when such services are deemed necessary by the Sheriff.

During the period of any public safety emergency or exigent circumstance, Sheriff may temporarily redeploy Deputies assigned to Court for emergency response. If reasonable and practical, Sheriff shall notify Court and discuss the redeployment prior to reassignment. If the public safety emergency or exigent circumstance demands immediate redeployment, Sheriff need not notify Court in advance, but shall do so as soon as practical.

ARTICLE IV: INDEMNIFICATION

Indemnification Related to Workers Compensation and Employment Issues

1. County shall fully indemnify and hold harmless Court, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and Court costs or arbitration costs), costs, damages or liabilities arising from or related to any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of County or any contract labor provider retained by County who provides labor and/or services to the Court pursuant to this MOU.
2. Court shall fully indemnify and hold harmless County, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to any workers' compensation claim or demand or other workers compensation proceeding arising from

or related to, or claimed to arise from or relate to, employment which is brought by an employee of Court or any contract labor provider retained by Court pursuant to this MOU.

Indemnification Related to Acts or Omissions, Negligence, or Intentional Torts

1. Claims Arising from Sole Acts or Omissions of County

County hereby agrees to defend and indemnify Court, its agents, officers, and employees, from any claim, action or proceeding against Court, arising solely out of the acts or omissions of County, including, but not limited to intentional or unintentional acts or omissions, in the performance of this MOU. County shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without prior consent of the indemnified party. At its sole discretion, Court may hire counsel of its own choosing and participate at its own expense in the defense of any claim, action or proceeding, although such participation shall not relieve County of any obligation imposed by this MOU. Court shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

2. Claims Arising from Sole Acts or Omissions of Court

Court hereby agrees to defend and indemnify County, its Board of Supervisors, its agents, officers, and employees, from any claim, action or proceeding against County, arising solely out of the acts or omissions of Court, including, but not limited to intentional or unintentional acts or omissions, in the performance of this MOU. Court shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without prior consent of the indemnified party. At its sole discretion, County may hire counsel of its own choosing and participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Court of any obligation imposed by this MOU. County shall notify Court promptly of any claim, action or proceeding and cooperate fully in the defense.

3. Claims Arising from Concurrent Acts or Omissions

County hereby agrees to defend itself, and Court hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions, including, but not limited to intentional or unintentional acts or omissions, of County and Court. In such cases, County and Court agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in Paragraph 5 below.

4. Joint Defense

Notwithstanding Paragraph 3 above, in cases where County and Court agree in writing to a joint defense, County and Court may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions, including, but not limited to intentional or unintentional acts or omissions, of Court and County. Joint defense counsel shall be selected by mutual agreement of County and Court. County and

Court agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in Paragraph 5 below. County and Court further agree that neither party may bind the other to a settlement agreement without the written consent of both County and Court.

5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and Court may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

ARTICLE V: MISCELLANEOUS PROVISIONS

A. Independent Contractor Status

In the performance of services under this MOU, County and its respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents, or employees of Court. All such personnel provided by County under this MOU are under the direct and exclusive supervision, daily direction, and control of County, and County assumes full responsibility for the actions and omissions to act of such personnel in the performance of services hereunder.

The management, direction, and supervision of Sheriff's personnel, the public safety protection, the standards of performance, the discipline of employees, and all other matters relating to the performance of Court Security Services, shall be performed by and be the responsibility of Sheriff in Sheriff's reasonable judgment and in accord with the provisions of applicable labor agreements and this MOU. Sheriff shall be the appointing authority for all personnel provided to Court pursuant to this MOU.

Court shall have the right, through Sheriff, to request removal for cause from Court's facilities of any Sheriff officer, agent, or employee, including contract labor provider, who performs Court Security Services or any other labor or service pursuant to this MOU. Court and County acknowledge and agree that Court does not control the manner and means of performing the work of Sheriff's officers, agents, or employees who perform Court Security Services or any other labor or service pursuant to this MOU, nor does Court have the right to hire or fire such officers, agents, or employees. Sheriff has no authority of any kind to bind Court, and Court has no authority to bind Sheriff in any respect whatsoever, nor shall Sheriff act or attempt to act, or represent itself directly or by implication as an agent of Court, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of Court. Court shall not act or attempt to act or represent itself directly or by implication as an agent of Sheriff, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of Sheriff.

B. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows, or to such other place as each party may designate by subsequent written notice to each other:

To Court:

Court Executive Officer Riverside Historic Courthouse 4050 Main St. Riverside, CA 92501	AND	Presiding Judge Riverside Historic Courthouse 4050 Main St. Riverside, CA 92501
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To County:

County Executive Officer Principal Management Analyst for Sheriff Services Operations 4080 Lemon Street, 4 th Floor Riverside, CA 92502	AND	Riverside County Sheriff Chief Deputy for Court 4095 Lemon Street, 2 nd Floor Riverside, CA 92502
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A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery, or two (2) business days following the date the notice is postmarked, if mailed, or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when received.

- C. Time of the Essence
Time is of the essence for this MOU. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to business days, not to include Court holidays.
- D. Amendment or Assignment
Unless expressly authorized or designated elsewhere in this MOU, this MOU may be modified or amended only by a written document signed by all parties, and no oral understanding or Agreement shall be binding on the parties.
- E. Entire MOU
This MOU, including all Exhibits hereto, constitutes the complete and exclusive statement of agreement between County and Court with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this MOU.

F. Construction

Each party has had the opportunity to participate in the drafting and preparation of this MOU and this MOU will be deemed to have been made and shall be construed, interpreted, governed, and enforced pursuant to and in accordance with the laws of the State of California. The headings and captions used in this MOU are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the MOU and shall not be construed against any one party. The CLETS Agreement, attached to this MOU as Exhibit A, is hereby incorporated into this MOU by this reference.

G. Waiver

A waiver by County or Court of a breach of any of the covenants to be performed by County or Court shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this MOU. In addition, the failure of either party to insist upon strict compliance with any provision of this MOU shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by County or Court of either performance or payment shall not be considered a waiver of the other party' preceding breach of this MOU.

H. Authority to Enter MOU

County and Court each has all requisite power and authority to conduct its respective business and to execute, deliver, and perform the MOU. Each party warrants that the individuals who have signed this MOU have the legal power, right, and authority to make this MOU and to bind each respective party.

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I. Cooperation Between the Parties

County and Court will cooperate in good faith to implement this MOU. The parties desire to foster and maintain an effective working relationship. Therefore, the parties agree to keep lines of communication open and be responsive to questions and issues affecting Court Security throughout Riverside County. All attempts will be made to resolve any disputes that arise as timely and amicably as possible. Any unresolved disputes relating to Court Security Services shall be subject to the Dispute Resolution Procedures set forth in Government Code § 69926.

J. Counterparts

This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

K. Severability

This MOU is subject to all applicable laws and regulations. If any provision of this MOU is found by any Court or other legal authority, or is agreed upon by the parties, to be in conflict with any law or regulation, then the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit

of this MOU to either party is lost, then the MOU may be terminated at the option of the affected party, with the notice as required in this MOU. In all other cases, the remainder of this MOU shall be severable and shall continue in full force and effect.

L. Legislative Changes

If any changes are made to the Act or regulations or Rules of Court adopted pursuant thereto, or to any successor legislation or regulations, or if the State imposes any budget requirements or limitations applicable to this MOU and the services to be provided hereunder then (1) to the extent any of the changes are of mandatory application, such change(s) shall apply to the parties and this MOU, and this MOU shall be deemed to be amended to be consistent with such changes(s) except to the extent that such change(s) alter(s) a material provision of this MOU in which case such material provision shall be voidable and the parties will negotiate in good faith to amend the MOU as necessary, and (2) to the extent any of the changes are not of mandatory application, such change(s) shall not affect this MOU or the right or obligations of Court or Sheriff under this MOU unless the parties mutually agree to subject themselves to such changes(s). If any changes are made affecting the Local Trial Court Security Account, the parties shall meet and confer regarding such changes.

M. Representation

Court's Presiding Judge, or their designee, shall represent Court in all discussions pertaining to this MOU. Sheriff or their designee shall represent County in all discussions pertaining to this MOU.

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N. Job Actions

In the event of a work slowdown, strike, or any other form of job action by those individuals assigned to perform Court Security Services, Sheriff agrees to make all reasonable efforts to ensure that the critical Court Security Services are provided to Court.

O. The provision of California Law Enforcement Telecommunications System ("CLETS") services by the Sheriff's Office shall be pursuant to the terms and conditions set forth in Exhibit A attached hereto and incorporated by this reference.

P. Obligation

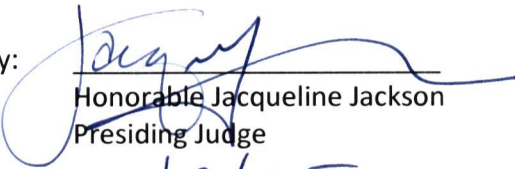
This MOU shall be binding upon the successors of the Presiding Judge of the Court, County, and Members of the County Board of Supervisors.

This MOU is executed and delivered within the State of California and the rights and obligations of the parties hereto shall be construed and enforced in accordance with and governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this MOU by their respective authorized agents.

**SUPERIOR COURTS OF CALIFORNIA,
COUNTY OF RIVERSIDE**

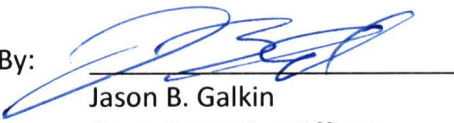
COUNTY OF RIVERSIDE

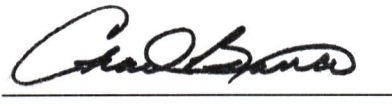
By: 
Honorable Jacqueline Jackson
Presiding Judge

By: 
KAREN SPIEGEL Chair
Board of Supervisors

Dated: 12/9/25

Dated: JAN 27 2026

By: 
Jason B. Galkin
Court Executive Officer

By: 
Chad Bianco
Sheriff, Riverside County

Dated: 12/9/25

Dated: 12/11/25

APPROVED AS TO FORM:
Minh C. Tran, County Counsel



Amrit P. Dhillon, Deputy County Counsel

EXHIBIT A

SCOPE OF SERVICES FOR CLETS

ATTEST:
KIMBERLY A. RECTOR Clerk
By 
DEPUTY

1. **Effective Dates**
The provision of services herein shall be effective upon execution by both parties of the Memorandum of Understanding for Court Security Services and shall remain in effect until terminated by either party pursuant to Section 2 below.
2. **Termination**
Either party may terminate the services under this Exhibit on thirty days written notice to the other party.
3. **Scope of Services**
Sheriff agrees to provide to Court access to the California Law Enforcement Telecommunications System CLETS including inquiry and entry capability and access to the Sheriff's Records Management System RMS inquiry capability only.

4. Maintenance

Sheriff shall be responsible for maintenance of the RMS HP system and the CLETS Stratus system including maintenance of hardware operating software and application software Court shall be responsible for providing the workstations printers and emulation software and for the maintenance of such Sheriff will provide recommended configurations and software packages if requested by Court.

5. Payment Basis

Court shall reimburse Sheriff the cost of rendering services hereunder at rates established by the County Board of Supervisors which rates shall include all items of cost and expense to the Sheriff for providing the services hereunder. The rates to be charged Court shall be adjusted periodically to reflect any changes in cost to Sheriff for providing services hereunder.