

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



ITEM: 3.33
(ID # 30227)

MEETING DATE:
Tuesday, April 14, 2026

FROM : SHERIFF-CORONER-PA

SUBJECT: SHERIFF-CORONER-PA: Approve the Form Template of the Memorandum of Understanding (MOU) Between the County of Riverside on Behalf of the Riverside County Sheriff's Office and Police Department to Establish and Share Subpoena Information in the CourtNotify System and Authorize the Sheriff, or Designee, to Execute MOUs on Behalf of the County; All Districts. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached form of the Memorandum of Understanding (MOU) between the County of Riverside on behalf of the Riverside County Sheriff's Office and partnering Police Department to establish and share subpoena information in the CourtNotify system for a period of performance of ten years through June 30, 2036; and
2. Authorize the Sheriff, or designee, to execute MOUs with local Police Departments and neighboring Counties, substantially conforming in form and substance to the attached MOU, as needed and on behalf of the County, subject to approval as to form by County Counsel.


ACTION:Policy


Herman Lopez, CHF DEP SHERIFF B. 4/6/2026

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Perez 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: April 14, 2026
xc: 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	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 0% Sheriff's Budget			Budget Adjustment: No	
			For Fiscal Year: 25/26 to 35/36	

C.E.O. RECOMMENDATION: Approve

BR# 26-094

BACKGROUND:

Summary

The Riverside County Sheriff's Office (RSO) is requesting approval of a form template Memorandum of Understanding (MOU) to be used solely for establishing and sharing subpoena information in the CourtNotify system. The purpose of this MOU is to set forth the policy and procedures for use of the CourtNotify system by the participating agencies, including the maintenance of the web service program which provides data directly to the system.

RSO serves a large geographic region and routinely supports multiple law enforcement agencies partners with subpoena issuance and court appearance notifications. The CourtNotify system is used to facilitate secure and timely notification of personnel across jurisdictions. Formalizing the use of the template MOU will ensure consistent legal protections and indemnification terms, standardize roles and responsibilities, and promote transparency and inter-agency accountability.

The term of this MOU is for ten years from the date that an MOU is executed by all parties; for termination purposes, either party may give thirty (30) days advance written notice to terminate within the ten-year period of performance.

County Counsel has approved the MOU as to legal form.

Price Reasonableness

There is no cost associated with mutual aid support under this MOU and there is no impact to the General Funds.

Impact on Residents and Businesses

Efficient subpoena processing and reliable court appearance notifications reduce delays, minimize rescheduling, and promote the effective administration of justice. This benefits residents by improving public safety operations, reducing court inefficiencies, and supporting the timely resolution of cases within the community.

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

ATTACHMENT:

MOU between the Riverside County Sheriff's Office and Police Department for Subpoena Processing via the CourtNotify System

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst 4/8/2026

Aaron Gettis
Aaron Gettis, Chief Deputy County Counsel 4/1/2026

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE RIVERSIDE COUNTY SHERIFF’S OFFICE AND
[ADD CITY] POLICE DEPARTMENT
FOR SUBPOENA PROCESSING VIA THE COURTNOTIFY SYSTEM**

This Memorandum of Understanding (“MOU”) between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its RIVERSIDE COUNTY SHERIFF’S OFFICE, hereinafter “RSO”, and [ADD CITY] POLICE DEPARTMENT, hereinafter “Police Department,” is solely for the purpose of establishing and sharing subpoena information in the CourtNotify System. The purpose of this MOU is to set forth the policy and procedures for use of the CourtNotify System (“System” or “CourtNotify”) by the participating agencies, including the maintenance of the web service program which provides data directly to the System. RSO and Police Department are individually referred to herein as a “Party” and collectively referred to herein as the “Parties”.

1. TERM

The term of this MOU shall become effective upon the date when the duly authorized representative(s) of each Party have all signed and extends through June 30, 2036, unless otherwise terminated by giving thirty (30) days advance written notification. This MOU may be modified upon the mutual written consent of the duly authorized representatives of all Parties.

2. NOTICES

2.1 Each Party shall designate an individual as the Party’s point of contact (“POC”) for representing that Party in regards to the MOU. A Party may change its POC at any time upon written notification to each participating Party.

2.2 All notices, claims, correspondence, and/or statements authorized or required by this MOU shall be addressed as follows:

RSO: Riverside County Sheriff-Coroner
4095 Lemon Street
Riverside, CA 92501

Police Department: [ADD ADDRESS AND CONTACT]

3. SCOPE OF SERVICE

3.1 RSO to host the service that will provide real time subpoena issuance, cancellation, and acknowledgement status to **Agency Name** personnel via the CourtNotify System.

3.2 CourtNotify is a browser based, commercial software program that handles the issuance and cancellation of subpoenas to law enforcement personnel via email and

text message (optional). If subpoenas are not acknowledged by employees prior to the scheduled court date, the subpoena is escalated to their supervisor so that can be made aware of the upcoming court date.

3.3 Each Party is to maintain ownership of any data entered into the System. Information in the System may not be used for any unauthorized or non-official purpose and shall not be disseminated outside of an accessing Party without first obtaining express permission of each Party that contributed the information in question.

3.4 In the event that an unauthorized release of information from CourtNotify has occurred, RSO will be designated as the lead agency responsible to investigate how the unauthorized release occurred. **Agency Name** agrees to assist and cooperate with any such investigation or inquiry as is appropriate and shall indemnify RSO for any unauthorized release as set forth in Section 8 below.

4. AGENCY NAME'S RESPONSIBILITIES

4.1 **Agency Name** has the sole responsibility to maintain their own agency information within the System.

4.2 **Agency Name** will acknowledge a problem call from RSO reporting that no subpoenas were received via the web service on the agreed upon schedule and start trouble-shooting the problem within 24 hours of RSO's call.

4.3 **Agency Name** personnel will have access to CourtNotify via individual user accounts to check subpoena information and acknowledgement status for any case via any Internet connection.

4.4 RSO will provide a direct link to CourtNotify which can be posted on **Agency Name's** webpage if desired.

4.5 **Agency Name** will provide user level training and technical support for the program (Level 1). **Agency Name** employees will not be referred to RSO support personnel or phone numbers for assistance under any circumstances. All reports of problems shall be reviewed by designated **Agency Name** staff to ensure they are not user problems prior to them being reported to RSO staff for research.

5. RSO'S RESPONSIBILITIES

5.1 RSO will be responsible for ensuring the continued service of CourtNotify including the hardware, operating and application software, and Internet connectivity.

5.2 RSO will provide support and maintenance as described in Schedule A attached hereto.

5.3 RSO will facilitate the access of the CourtNotify database for the purposes of data

extraction by **Agency Name**. Database access will be limited to Read Only. Should data need to be deleted from the database, **Agency Name** will develop the necessary query to delete the data then email it to CourtNotify@RiversideSheriff.org so that it can be run.

5.4 RSO will be responsible for providing training documentation to **Agency Name** personnel who will then serve as trainers to **Agency Name** staff.

6. SECURITY

6.1 Each Party will be responsible for designating those employees who have access to CourtNotify and for the administration of user IDs and passwords allowing that access. The System has been developed with the capability to record each use of the System, including the identity of the individual accessing the System, the time of the access to the System, and the information queried. It should be remembered by each participating member that access to the information within the System should be on a strictly official and need-to-know basis.

6.2 Each Party agrees to use the same degree of care in protecting information accessed under this MOU as it exercises with respect to its own employee information.

7. COSTS

The Parties acknowledge and agree that there is no agreement by the Parties to provide any direct financial support under this MOU, including but not limited to payment, reimbursement, or obligation of funds. Any such financial commitment shall be stated in a separate written agreement subject to written approval by the Parties.

8. INDEMNIFICATION

8.1 **Agency Name** shall indemnify and hold RSO, County of Riverside, Board of Supervisors, its elected officials, agents and/or employees free and harmless from and against any and all claims, loss, injury, damage, liability, or expense (including without limitation, reasonable attorneys' fees), to any person, entity or property, which relates to or arises from the negligence or willful misconduct of **Agency Name**, City, its City Council, agents and/or employees, in the execution or implementation of this MOU.

8.2 RSO shall indemnify and hold **Agency Name**, City, its City Council, agents and/or employees free and harmless from and against any and all claims, loss, injury, damage, liability, or expense (including without limitation, reasonable attorneys' fees), to any person, entity or property, which relates to or arises from the negligence or willful misconduct of RSO, County of Riverside, Board of Supervisors, its elected officials, its agents and/or employees, in the execution or implementation of this MOU.

8.3 The Parties shall promptly notify each other of any claims or demands which arise and for which indemnification is sought. The terms of this Section shall survive the termination of this MOU.

9. GENERAL TERMS

It is further mutually agreed by the Parties as follows:

9.1. Alternative Dispute Resolution

The Parties agree that before either party commences any legal or equitable action, action for declaratory relief, suit, proceeding, or arbitration that the Parties shall first submit the dispute to mediation through a mutually acceptable professional mediator in Riverside County. Each party shall bear its own expenses and costs associated with the mediation. The cost of mediator shall be shared equally by the Parties.

9.2 Termination

Either Party may terminate this MOU for any reason by giving written notice to the designated representative of the other party thirty (30) days prior to the expiration of this MOU. Except as otherwise provided herein, upon termination of this MOU, neither Party shall have any obligation to other.

9.3 Legal Authority

Nothing in this MOU binds RSO or **Agency Name** to perform any action that is beyond its legal authority.

9.4 Conflict of Interest

No member, official or employee of **Agency Name** or RSO, shall have any personal interest, direct or indirect, in this MOU nor shall any such member, official or employee participate in any decision relating to this MOU which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

9.5 Interpretation, Governing Law, Severability and Venue

This MOU and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This MOU shall be construed as a whole according to its fair language and common meaning MOU achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this MOU, all Parties having been represented by counsel in the negotiation and preparation hereof.

Any legal action related to the performance or interpretation of this MOU shall be filed only in the Superior Court of the State of California located in Riverside, California, and the Parties waive any provision of law providing for a change of venue to another location.

9.6 No Third-Party Beneficiaries

This MOU is made and entered into for the sole protection and benefit of the Parties hereto and shall not create any rights in any third Parties. No other person or entity shall have any right of action based upon the provisions of this MOU.

9.7 Section Headings

The Section headings herein are for the convenience of the Parties only and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this MOU.

9.8 Compliance with Laws and Regulations

By executing this MOU, the Parties agree to comply with all applicable federal, state and local laws, regulations and ordinances.

9.8 Waiver

Failure by a Party to insist upon the strict performance of any of the provisions of this MOU by the other Party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this MOU thereafter.

9.10 Severability

Each paragraph and provision of this MOU is severable from each provision, and in the event any provision in this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

9.11 Authority to Execute

The persons executing this MOU or exhibits attached hereto on behalf of the Parties to this MOU hereby warrant and represent that they have the authority to execute this MOU and warrant and represent that they have the authority to bind the respective Parties to this MOU to the performance of its obligations hereunder.

9.12 Amendments and Modifications

It is agreed that the rights, interests, understandings, agreements and obligations of the respective Parties pertaining to the subject matter of this MOU may not be amended, modified or supplemented in any respect except by a subsequent written instrument evidencing the express written consent of each of the Parties hereto and duly executed by the Parties.

9.13 Assignment

Agency Name shall not delegate or assign any interest in this MOU, and shall not transfer any interest in the same, whether by operation of law or otherwise, without the prior written consent of RSO.

9.14 Entire MOU

This MOU is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. Any amendments to or clarification of this MOU shall be in writing and acknowledged by all Parties to the MOU.

9.15 Electronic Signatures

This MOU may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. The Parties agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17). The Parties further agree that the electronic signatures of the Parties included in this MOU are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the Party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this MOU as of the dates set forth below.

Agency Name

Date: _____

By: _____
form - do not sign
(ADD Name - authorizing signature)

Approved as to Form:

City Attorney

By: _____
form - do not sign
(City Attorney)


Date: _____

RIVERSIDE COUNTY SHERIFF'S OFFICE

By: _____
form - do not sign
(Riverside County Sheriff authorizing signature)

Approved as to Form:

Minh C. Tran
County Counsel

By: _____

Amrit P. Dhillon
Deputy County Counsel

Schedule "A"

Support and Maintenance Services are as follows:

Support Email: CourtNotify@Riversidesheriff.org
Support Phone: 951-955-2038

Regular Hours of Service (Pacific Time)
0800 to 1700 hours Monday through Friday

After Hours Service (Pacific Time)
1700 to 0800 hours Monday through Friday.
All day Saturday and Sunday.
All day on observable holidays.

Incident/Request for Service Priority

All support and maintenance incidents and/or requests for service will be prioritized on the following basis:

Priority	Definition
A	Work is stopped to the point that critical business activities cannot continue (ie. loss of major features, file system corruption, data loss, security issues, system outage).
B	Issue or feature prevents normal operations.
C	Non-critical features for which a reasonable work around exists.

The following table outlines the response times for each priority:

Priority	Response Time During Regular Business Hours	Response time During After Hours of Service
A	2 hrs.	6 hrs.
B	Within 24 hrs.	Next Business Day
C	Within 48 hrs.	Next Business Day

Scheduled Maintenance

Maintenance which is expected to cause unavailability of CourtNotify services for longer than 30 minutes for **Agency Name** should be scheduled upon 72 hours advance notice by RSO.

CourtNotify runs on Microsoft Windows Servers (web server and database server) so as a result monthly security and other patches may be required. These patches will be installed during nighttime or weekend hours generally in the early morning or late evening when usage is lowest.

Due to the frequent nature of these patches and the previously listed time periods of installation, no advance notice will be given prior to having the servers patched.

Agency Name acknowledges that CourtNotify is a commercially acquired software product and not the creation of RSO. As such, any problems reported by **Agency Name** potentially will impact RSO as well and will ultimately be the responsibility of Orion Communications Inc. to resolve as per the terms of the service agreement between those two Parties.



Riverside County Board of Supervisors
Request to Speak

Submit request to the Clerk of the Board (right of podium), individual speakers are limited to a maximum of three (3) minutes, subject to Board Rules listed on the reverse side of this form. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

SPEAKER'S NAME: Eddie

Address: _____

City: _____ Zip: _____

Phone #: _____

Date: 4:14 Agenda # 3,31-33

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ Support _____ Oppose _____ Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

_____ Support _____ Oppose _____ Neutral

I give my 3 minutes to: _____

Do you need a Spanish translator? Yes _____ No _____

BOARD RULES

Requests to Address Board on "Agenda" items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, ensuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo. Speakers are prohibited from bringing signs, placards, or posters into the hearing room.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board. Please step up to the podium when the Chair calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chair adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chair's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chair:

The Chair will determine what order the speakers will address the Board and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the public and/or meeting participants. Such behavior, at the discretion of the Board Chair may result in removal from the Board Chambers by Sheriff Deputies.