

MEMORANDUM OF UNDERSTANDING
TO PROVIDE LOCAL LAW ENFORCEMENT AGENCY ACCESS TO
AUTOMATED FINGERPRINT IDENTIFICATION SYSTEM

This Memorandum of Understanding (MOU) is made and entered into this 7th day of July 2022, by and between the COUNTY of Monterey, a political subdivision of the State of California (hereinafter “County”), and the City of Carmel, a municipal corporation, the City of Del Rey Oaks, a municipal corporation, the City of Gonzales, a municipal corporation, the City of Greenfield, a municipal corporation, the City of King City, a municipal corporation, the City of Monterey, a municipal corporation, the City of Pacific Grove, a municipal, the City of Sand City, a municipal corporation, the City of Seaside, a municipal corporation, the City of Soledad, a municipal corporation, the City of Marina, and the City of Salinas, a municipal corporation (hereinafter “USER”).

WITNESSETH

WHEREAS, The State Department of Justice maintains as automated system for retaining and identifying fingerprints, said system being known as the California Identification System (“CAL-ID”), and

WHEREAS, the Penal Code, Section 11112 I et seq., provides for the establishment of a Remote Access Network (“RAN”), consisting of a statewide network of equipment and procedures allowing local law enforcement agencies direct access to CAL-ID, and

WHEREAS COUNTY and USER deem it important to have access to CAL-ID, and

WHEREAS there has been established in COUNTY a local board (“RAN BOARD”), which is charged with determining the placement of RAN equipment within the COUNTY, coordinating acceptance, delivery, and installation, and developing procedures for the use and maintenance of the equipment, and

WHEREAS, COUNTY, in cooperation with USER, the RAN BOARD and the Department of Justice, has developed a local Automated Fingerprint Identification System (“AFIS SYSTEM”) to directly access CAL-ID System, and

WHEREAS endpoint devices (DEVICES) are required by COUNTY and USERS to access local AFIS SYSTEM.

WHEREAS it is recognized that new users may, from time to time, require access to AFIS SYSTEM.

NOW, THEREFORE, COUNTY and USER agree as follows:

I. PURPOSE

The AFIS SYSTEM primary purpose shall be provide participating law enforcement agencies with access to the SYSTEM.

The AFIS SYSTEM established in COUNTY, and all right, title and interest to AFIS SYSTEM shall remain with the COUNTY. The AFIS SYSTEM provides USERS (Exhibit A) access to CAL-ID System for 10 print identification, latent print identification and mobile identification. USERS will access the local AFIS SYSTEM which has direct access to CAL-ID System by edge DEVICES (Exhibit B). The configuration, current and future, of the AFIS SYSTEM will be approved by the RAN BOARD.

This MOU sets forth the terms and conditions for oversight, operation, and management of the SYSTEM function by the COUNTY and USERS.

II. RAN BOARD

The RAN Board is composed of seven members pursuant to PC 11112.4 (4)(b):

- A Member of the Board of Supervisors
- The Sheriff
- The District Attorney
- The Chief of Police of the department having the largest number of sworn personnel within the County
- A Chief of Police selected by the Monterey County Chief Law Enforcement Officers Association (MCCLEOA)
- A Mayor selected by the Mayors' City Selection Committee established pursuant to California Government Code Section 50270

- A Member-At-Large chosen by the RAN Board.

The RAN BOARD shall:

- Establish policies and procedures necessary to implement the purposes of this MOU, per California Penal Code Section 11112.4.
- Determine and coordinate the purchase, acceptance, placement, installation, use, maintenance, replacement, disposition of, and all other matters concerning the local AFIS SYSTEM, per California Penal Code Section 11112.4.
- Develop procedures to regulate the ongoing use and maintenance of the local AFIS SYSTEM adhering to the policy guidelines and procedures adopted by the DOJ, per California Penal Code Section 11112.4.
- Request a budget and propose expenditures plan consistent with the terms of this MOU.

III. SCOPE

COUNTY may, upon recommendation of the RAN BOARD enter contracts for the acquisition of equipment, including financing therefore and for service or maintenance of equipment as may be necessary to effectuate the purposes and objectives of this MOU.

IV. SYSTEM MAINTENANCE AND COSTS

Configuration of AFIS SYSTEM, current and future, will be approved by the RAN BOARD.

A. SYSTEM REPLACEMENT and UPGRADE COSTS will include:

- a) costs of acquisition and installation of equipment necessary or appropriate for AFIS SYSTEM replacement or upgrading, less State or Federal subvention, if any;
- b) finance costs;
- c) other costs related to replacement or upgrading all or part of AFIS SYSTEM, including indirect costs incurred by the County such as infrastructure costs.

B. ON-GOING OPERATIONAL COSTS will include:

- a) costs needed to maintain local input terminals, workstations or other equipment deemed by the RAN BOARD to be part of the AFIS SYSTEM,
- b) costs for personnel, telecommunication and other services and supplies for the AFIS SYSTEM operation; and
- c) costs related to operation of the AFIS SYSTEM, including indirect costs incurred by COUNTY.

V. EMPLOYEES

The COUNTY and USERS shall provide such employees as the RAN BOARD approves and considers necessary for the efficient operation of the SYSTEM and CAL-ID Program. The salary and benefit costs fall under Section IV (b) System and Maintenance costs Section IV of this MOU.

VI. EQUIPMENT

All Equipment purchased to provide services described in this MOU shall be owned by the COUNTY except for end devices purchased by the USER. From time-to-time pieces of equipment will be replaced and new equipment will be obtained pursuant to this MOU. All equipment used in the provision of services pursuant to this MOU shall remain the property of the COUNTY.

- A. Replacement costs of DEVICES from general use and life of equipment shall be purchased by COUNTY as purchasing agent for the RAN BOARD.
- B. Replacement costs of DEVICES destroyed or damaged beyond repair due to the willful misconduct shall be borne by the USERS or COUNTY, whichever entity is responsible for the damage.

VII. SYSTEM ADMINISTRATION

The COUNTY agrees to operate the AFIS SYSTEM in accordance with the provisions described below.

VIII. ROLES AND RESPONSIBILITIES

A. PRIMARY OPERATION RESPONSIBILITY

The Office of the Sheriff shall be primarily responsible for the overall operation and maintenance of the AFIS SYSTEM consistent with the budget and overall direction established by the RAN BOARD.

B. COUNTY RESPONSIBILITIES

1. COUNTY shall be responsible for maintaining the AFIS SYSTEM.
2. COUNTY shall provide statistics and cost of share annually within a Fiscal Year to the RAN Board and USERS.
3. COUNTY shall act as point of contact with the AFIS SYSTEM vendor assuring compliance with the terms of their annual support and maintenance agreements.
4. COUNTY shall provide and maintain the interface AFIS SYSTEM and CAL-ID.
5. COUNTY shall provide USERS with access to the AFIS SYSTEM.

C. USERS RESPONSIBILITIES

1. USERS shall provide space and power for their DEVICES.
2. USERS shall provide personnel responsible for rolling fingerprints at their Livescan sites.
3. USERS shall be responsible for their communication lines to AFIS SYSTEM.

D. NEW USERS

A non-participating agency seeking to become a USER in the CAL-ID program shall be allowed to become a party to this MOU only with the approval of the RAN BOARD. In addition, new USERS may be required to execute an addendum or amendment to the MOU by which the new agency agrees to be a party to this MOU and to be subject to all terms and conditions. If the addendum or amendment does not require any greater expenditure by the County after approval of the RAN Board, it may be executed by the Monterey County Board of Supervisors, which is authorized to execute the addendum or amendment on behalf of the parties to this MOU.

IX. COST OF SERVICES

COUNTY and USERS agree to share the costs of the AFIS SYSTEM.

1. Prior to the commencement of any fiscal year, the COUNTY shall provide estimate budgetary costs for that fiscal year along with their calculated share of cost percentage which shall be allocated among the parties in the “Allocated percentages” section below.
2. The estimated annual budget shall be approved, disapproved, or amended by the RAN Board.
3. Payments required to be paid under this Section shall be paid to the order of the County of Monterey, Office of the Sheriff and delivered to the Monterey County Sheriff’s Office, Fiscal Unit, 1414 Natividad Road, Salinas, CA 93906, on or before July 15 of the fiscal year for which the payment is due.
4. Payments made pursuant to this MOU shall be nonrefundable and shall not be returned to any party unless all parties agree to terminate this MOU and to discontinue the CAL-ID program in Monterey County.

A. ALLOCATED PERCENTAGES

All costs of the Cal-ID Program as set forth in this MOU shall be allocated among the parties to the MOU based upon on offset paid by Vehicle Registration Fees and a usage methodology, as set forth by the RAN Board.

1. The COUNTY will contribute the State of California Department of Motor Vehicles (DMV) Vehicle Registration Fee authorized pursuant to section 9250.19(2)(A) of the Vehicle Code at (\$2) two-dollars per vehicle registration and section 9250.19(4)(A) of the Vehicle Code at (\$4) four-dollars per commercial vehicle registration within the County of Monterey, to finance the RAN Board for the AFIS system in Monterey County as adopted by the Monterey County Board of Supervisors (Adopted Resolution 21-256 on July 27, 2021).
2. Costs that exceed the amount collected from the Vehicle Registration Fee will be borne by all USER municipalities and COUNTY. Each party shall contribute its proportionate share of costs based upon that municipality's percentage of total

bookings for the prior calendar year. The COUNTY will be similarly assessed for bookings in unincorporated areas within the Monterey County.

3. This share of cost percentage for a USER is their total agency bookings for a calendar year divided by the total overall bookings all USERS and COUNTY (Exhibit C).

X. FINANCIAL REPORTING & RIGHT TO AUDIT

The COUNTY shall provide fiscal management of the CAL-ID Program which includes Quarterly Revenues from the state under Vehicle Code (VC) section 9250.19(a) and transfers from the Courts/Probation.

The COUNTY fiscal management under VC 9250.19(f) which requires every county that imposes a fee pursuant to VC section 9250.19(a) to issue a fiscal year-end report to the State Controller's Office (SCO) on or before November 1 of each year, summarizing Revenues received by the county under VC section 9250.19 along with total funds expended.

The COUNTY fiscal management will bill each USER for their share of costs.

The COUNTY fiscal management will provide periodic reports and an annual financial report at the end of each fiscal year.

The COUNTY fiscal management shall establish and maintain, in accordance with the Government Accounting Standards Board (GASB), a complete record of all financial transactions related to this MOU.

The COUNTY and USERS agree that any duly authorized representative of any of the parties, upon reasonable advance notice, shall have access and the right, to audit, examine, and make excerpts or transcripts of or from the records, and to make audits of all contracts, subcontracts, invoices, payrolls, conditions of employment, materials, and all other data or financial records relating to matters covered by this MOU. COUNTY and USERS agree that any party's authorized representatives, at any time,

upon reasonable advance notice, during normal business hours, shall have access to and right to examine the offices and facilities engaged in performance of this MOU. COUNTY and USERS further agree that the right to examine or audit shall continue for three (3) years after the expiration or termination of this MOU, or for such longer period, if any, as is required by applicable law.

XI. TERM

The Effective Date of this MOU shall be when fully executed.

XII. TERMINATION AND WITHDRAWAL

This MOU shall be additionally binding to each USER and COUNTY. The MOU shall continue in effect until terminated by all parties. Any party may withdraw their participation in this MOU by providing written notice of withdrawal to the RAN BOARD. Withdrawal of this MOU by USER shall not terminate MOU as to COUNTY or any of remaining USER. The withdrawal shall be effective sixty (60) calendar days after the RAN BOARD's receipt of such notice. Withdrawal does not relieve any USER from paying costs to June 30 of the fiscal year of withdrawal as commitments have been made to all uses of the shared operation costs for the fiscal year.

XIII. CHANGES

All terms and conditions of this MOU shall remain in full force and effect unless and until amended as agreed by all parties to the MOU.

XIV. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to Government Code Section 895.6, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata but instead the COUNTY and the USERS agree that pursuant to Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board

members, employees, and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees, or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this MOU. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees, or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this MOU. For purposes of this paragraph, "agents" does not include another party to this MOU.

XV. EXECUTION, EFFECTIVENESS, AND DISPUTE RESOLUTION

This MOU shall be binding on the COUNTY and USERS from the Effective Date. This MOU shall be additionally binding as to the parties as of the date that each individual USER has executed a signature on their designated signature space below. Any dispute among the parties regarding the interpretation or application of any term of this MOU or any Exhibit thereto may be brought to the RAN Board. The RAN Board shall meet within sixty 60 days of such notification by an interested party, or parties, and shall make their best efforts to render a determination regarding the dispute.

XVI. COUNTY CONTRACTING REQUIREMENTS

Budget Contingency. This MOU is contingent upon the appropriation of sufficient funding by the COUNTY for the services covered by this MOU. If funding is reduced or deleted by the COUNTY for the services covered by this MOU, the COUNTY has the option to either terminate this MOU with no liability occurring to the COUNTY or to offer an amendment to this MOU indicating the reduced amount.

EXHIBIT A:

USERS:

Carmel

Del Rey Oaks

King City

Pacific Grove

Gonzales

Greenfield

Marina

Monterey

Salinas

Sand City

Soledad

Seaside

COUNTY:

Monterey County Sheriff

EXHIBIT B:
DEVICES

IDENTIFICATION DEVICES:

- Livescan Devices
- Mobile Identification Devices
- Card Capture Workstations
- Latent Workstations
- Contactless Identification Systems
- IRIS Biometric Readers

EXHIBIT C:
Share of Cost Model

Municipality Proportionate Cost Share formula:

$$\frac{\text{Actual Calendar Year Bookings}}{\text{Total Actual Calendar Bookings}} * \text{Actual Shortfall}$$

Municipality Proportionate Cost Share Percentages will be calculated annually in January using prior calendar year actual bookings.

Actual Cost Share Invoices will be distributed the following fiscal year once the actual shortfall is calculated.

The **Estimated Shortfall** shown below is an unknown and used only as a budgeting tool for municipalities until actuals can be calculated.

Estimated Shortfall					\$161,000.00
Municipality	Actual Calendar 2020 Bookings	Cost Share YEAR 2020	Actual Calendar 2021 Bookings	Cost Share YEAR 2021	Proportionate Municipality Cost Share for FY 22/23
Carmel	87	1.59%	75	1.29%	\$ 2,076.90
Del Rey Oaks	17	0.31%	16	0.28%	\$ 450.80
Greenfield	237	4.34%	239	4.11%	\$ 6,617.10
Gonzales	105	1.92%	113	1.94%	\$ 3,123.40
King city	205	3.76%	256	4.40%	\$ 7,084.00
Marina	480	8.80%	405	6.97%	\$ 11,221.70
COUNTY	1209	22.17%	1200	21.22%	\$ 34,164.20
Monterey	525	9.62%	542	9.23%	\$ 14,860.30
Pacific Grove	96	1.76%	91	1.57%	\$ 2,527.70
Sand City	59	1.08%	70	1.20%	\$ 1,932.00
Soledad	173	3.17%	231	3.97%	\$ 6,391.70
Salinas	2006	36.77%	2244	38.60%	\$ 62,146.00
Seaside	257	4.71%	298	5.13%	\$ 8,259.30
TOTAL	5456	100.00%	5780	100%	\$ 161,000.00

This Memorandum of Understanding (MOU) is entered into by the following participating agencies:

MONTEREY COUNTY SHERIFF'S OFFICE

CARMEL POLICE DEPARTMENT

DEL REY OAKS POLICE DEPARTMENT

KING CITY POLICE DEPARTMENT

PACIFIC GROVE POLICE DEPARTMENT

GONZALES POLICE DEPARTMENT

GREENFIELD POLICE DEPARTMENT

MARINA POLICE DEPARTMENT

MONTEREY POLICE DEPARTMENT

SALINAS POLICE DEPARTMENT

SAND CITY POLICE DEPARTMENT

SOLEDAD POLICE DEPARTMENT

SEASIDE POLICE DEPARTMENT

SIGNATURE PAGE:

SIGNATURE **DATE**

MONTEREY COUNTY SHERIFF'S OFFICE
Steve Bernal, Sheriff Coroner

SIGNATURE **DATE**

CARMEL POLICE DEPARTMENT
Alan Ward, Chief of Police

SIGNATURE **DATE**

DEL REY OAKS POLICE DEPARTMENT
Jeff Hoyne, Chief of Police

SIGNATURE **DATE**

KING CITY POLICE DEPARTMENT
Keith Boyd, Chief of Police

SIGNATURE **DATE**

PACIFIC GROVE POLICE DEPARTMENT
Cathy Madalone, Chief of Police

SIGNATURE **DATE**

GONZALES POLICE DEPARTMENT
Keith Wise, Chief of Police

SIGNATURE **DATE**

GREENFIELD POLICE DEPARTMENT
Bill Mixer, Chief of Police

SIGNATURE **DATE**

MARINA POLICE DEPARTMENT
Tina Nieto, Chief of Police

SIGNATURE **DATE**

CITY OF MONTEREY
Hanes Uslar, City Manager

SIGNATURE **DATE**

SALINAS POLICE DEPARTMENT
Roberto Filice, Chief of Police

SIGNATURE **DATE**

SAND CITY POLICE DEPARTMENT
Brian Ferrante, Chief of Police

SIGNATURE **DATE**

SOLEDAD POLICE DEPARTMENT
Damon Wasson, Chief of Police

SIGNATURE **DATE**

SEASIDE POLICE DEPARTMENT
Nick Borges, Chief of Police