

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MONTEREY COUNTY
SHERIFF'S OFFICE AND THE CITY OF SALINAS
FOR THE PURCHASE AND MAINTENANCE OF A DOJ/CLETS INTERFACE TO
TRACNET FROM TRITECH FOR THE SALINAS POLICE DEPARTMENT**

This Memorandum of Understanding (hereinafter referred to as "MOU"), is between Monterey County Sheriff's Office (hereinafter referred to as "County") and City of Salinas (hereinafter referred to as "City") and collectively referred to as "Parties".

RECITALS

- A. **WHEREAS**, the City has contracted for, and purchased the TriTech Records Management System (RMS); and
- B. **WHEREAS**, the City desires to implement a TriTech interface to the TracNet CLETS Message Switch for access into the California Law Enforcement Telecommunication System (CLETS). The TracNet connection would be merely a pass through from TriTech to DOJ for processing both inquiry and updating of CLETS data.

Therefore, County and City agree as follows:

1. Responsibilities of Parties:

- a. County agrees to contract with TracNet Inc for the creation of a DOJ/CLETS pass through interface to TracNet from TriTech that will allow inquiry and updating of CLETS data. The approximate cost of this interface is \$30,000, and the annual maintenance for this interface is \$5,400.00.
- b. City shall be responsible for all costs associated with the interface creation, to include purchase price, annual maintenance fees, and all other fees that might be assessed by TracNet, Inc., or any other third-party, for licensing, deployment, configuration, warranty, and ongoing support and maintenance of the TracNet interface. City will preview all proposed TracNet interface associated expenditures. County will make no expenditures in connection with the TracNet interface unless the City has provided its advance consent.
- c. City shall be responsible for all costs associated with the procurement, installation, ongoing support and maintenance, and replacement of equipment and components purchased by County specifically for the reception of notifications. City will preview all proposed Interface equipment associated expenditures. County will make no expenditures in connection to TriTech to TracNet Interface equipment and components unless the City has provided its advance consent.
- d. County will bill City for all TriTech to TracNet Interface associated costs at the time the initial order for creation of the TriTech to TracNet interface is placed with TracNet. County will further bill City at a rate of \$110.00 per hour for hours expended troubleshooting the TriTech to TracNet Interface, up to a capped amount of \$2,500.00. County shall bill annually for TracNet support and maintenance costs related to the interface, as guarantor for the county for the master TracNet agreement. All maintenance fees for TracNet are subject to a 2.5% increase annually, assessed as of July 1 each year, and due as of August 1 of each year.
- e. City shall be responsible for all TriTech costs incurred necessary to provide a data feed to TracNet, and for insuring that this data feed meets TracNet requirements.

2. Term of MOU. This MOU is effective as of the date of execution by the County with County signing last and shall continue for three years unless terminated subject to the terms of this MOU.
3. Termination: County may terminate this MOU for cause, including but not limited to non-payment of the interface related costs specified in this MOU and failure to reach agreement on any equipment, software or other components needed to complete this project. County will provide City with 30 days' advance written notice of intent to terminate and shall be entitled to terminate as indicated if the City has failed to cure or remedy the stated reason for termination. City may terminate this MOU for cause, including but not limited to County's failure to secure the TracNet interface and ongoing maintenance and support of the Inform interface. City will provide County with 30 days' written notice of intent to terminate and shall be entitled to terminate as indicated if County has failed to cure or remedy the stated reason for termination.
4. WARRANTY: COUNTY DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT OR GUARANTEE ANY COMPUTER APPLICATION, INSTALLATION, INTERFACE, COMPONENTS OR EQUIPMENT, OR ONGOING SUPPORT OR MAINTENANCE PROVIDED UNDER THIS MOU. COUNTY SHALL FURNISH THE SERVICES SET FORTH IN THIS MOU IN GOOD FAITH. CITY AGREES THAT COUNTY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER THAT IT INCURS RESULTING FROM THE TRITECH INTERFACE TO TRACNET, FOR, FOR ANY ERRORS OR FLAWS IN THE TRACNET APPLICATION, OR FOR ANY HARM OR DAMAGE THAT CITY INCURS THAT IS CONNECTED TO THE TRITECH TO TRACNET INTERFACE IN ANY WAY.
5. Transfer of Rights and Obligations. The rights and obligations of the parties under this MOU may not be sold, assigned or otherwise transferred.
6. Mutual Comparative Indemnity:
 - a. County shall indemnify, defend, and hold harmless City, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this MOU by County and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the City. The County shall reimburse the City for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the under this MOU.
 - b. City shall indemnify, defend, and hold harmless County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this MOU by City and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. The City shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the City is obligated to indemnify, defend and hold harmless the under this MOU.
7. Mutual Insurance Coverage Requirements: It is understood that County are both self-insured public agencies and without limiting their respective duties to indemnify the other, shall each maintain in effect throughout the term of this MOU self-insurance and/or insurance with the following minimum limits of liability:
 - a. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and

- Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- b. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this MOU, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.
 - c. Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this MOU, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
 - d. Professional liability insurance, **if required for the professional services being provided**, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, then each shall, upon the expiration or earlier termination of this MOU, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this MOU.
8. Binding MOU. This MOU is binding upon County and City and upon the directors, officers, employees, and agents of each.
 9. Severability: If any part, term or provision of this MOU shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this MOU, the validity of the remaining portions or provisions shall not be affected thereby.
 10. Amendment. This MOU may be amended or modified only by an instrument in writing signed by all the parties hereto.
 11. Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this MOU.
 12. Successors and Assigns. This MOU and the rights, privileges, duties, and obligations of the parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
 13. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws, rules, and regulations in performing this MOU.
 14. Heading. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this MOU.
 15. Time is of the Essence. Time is of the essence in each and all of the provisions of this MOU.
 16. Governing Law. This MOU shall be governed by and interpreted under the laws of the State of California. The venue for such actions shall be the County of Monterey, California.

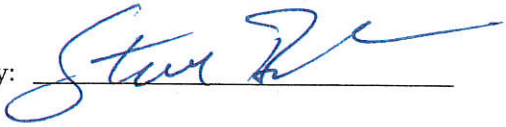
17. Construction of MOU. The parties agree that each party has fully participated in the review and revision of this MOU and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this MOU or any amendment hereto.
18. Counterparts. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same MOU.
19. Authority. Any individual executing this MOU on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this MOU on behalf of such entity and bind the entity to the terms and conditions of the same.
20. Integration. This MOU, including any exhibits hereto, shall represent the entire MOU between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the parties as of the effective date hereof.
21. Notices. For purposes of this MOU, the following are designated as the parties' respective contacts and principal agents. Each party reserves the right to designate a different contact/agent upon giving written notice to the other party:

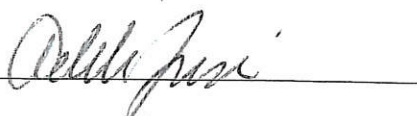
Monterey County Sheriff's Office	City of Salinas
Monterey County Sheriff's Office	City Manager
Steve Bernal	Ray Corpuz
1414 Natividad Road	200 Lincoln Avenue
Salinas, CA 93906	Salinas, CA 93901
(office) 831-755-3750	(831) 758-7201
BernalS@co.monterey.ca.us	ray.corpuz@ci.salinas.ca.us

SIGNATURE PAGE - MOU BETWEEN MONTEREY COUNTY SHERIFF/CORONER AND SALINAS POLICE DEPARTMENT - TriTech to TracNet Interface

COUNTY OF MONTEREY

AGENCY

By: 

By: 

Printed Name: Steve Bernal
Sheriff/Coroner


Printed Name: Adele Freese
Title: Chief of Police, Salinas

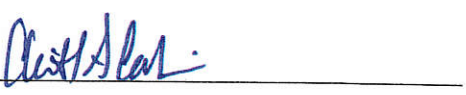
Date: 8/24/17

Date: 7/14/17

Approved as to Form

Approved as to Form

By: 

By: 

Printed Name: IRVEN L GRANT
Deputy County Counsel

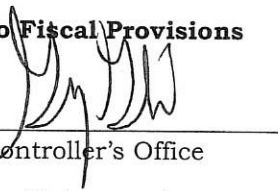
Printed Name: Christopher A. Billik
City Attorney

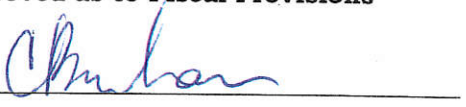
Date: 7/24/2017

Date: July 13, 2017

Approved as to Fiscal Provisions

Approved as to Fiscal Provisions

By: 
Auditor-Controller's Office

By: 

Printed Name: Gary K. Gibson
7/25/17

Printed Name: Cynthia Burnham
Date: 7/19/17