



DEPARTMENT OF THE NAVY
NAVY EXCHANGE SERVICE COMMAND
3280 VIRGINIA BEACH BOULEVARD
VIRGINIA BEACH, VA 23452-5724

CNRSW

County Of
Monterey
1 Nov 24

MEMORANDUM OF
UNDERSTANDING BETWEEN
COUNTY OF MONTEREY
AND
COMMANDER, NAVY REGION
SOUTHWEST AND
NAVAL SUPPORT ACTIVITY
MONTEREY

Subj: La Mesa Communications Antenna for Monterey County at NAVAL
SUPPORT ACTIVITY MONTEREY

1. Purpose

a. This Memorandum of Understanding (MOU) between County of Monterey and Commander Navy Region Southwest (CNRSW) at Naval Support Activity Monterey (NSAM) establishes procedures and delineates responsibilities pertaining to the La Mesa Communications Antenna.

b. This agreement is a new Agreement.

2. Authorities. U.S. Code Title 10, Section 2492, and Department of Defense (DoD) Instruction (DODI) 4105.67 authorize a non-appropriated fund instrumentality (NAFI) supporting the operation of a military exchange activity of the DoD to enter into an agreement with another element of the DoD or with another Federal department, agency, or instrumentality to provide items and services specifically authorized for the NAFI as defined by DODI 1330.21 (for exchange services), when beneficial to the NAFI.

3. Effective Date

a. The County of Monterey will utilize LA Mesa Navy Shelter and Antenna to operate radio equipment, a relay station, and antennas for public safety and emergency purposes.

b. This MOU is effective upon the latest signature date affixed and will be effective for five years. This MOU must be reviewed and validated by both parties no less often than mid-point from the MOU effective date.

Subj: _ La Mesa Communications Antenna for Monterey County at NAVAL
SUPPORT ACTIVITY MONTEREY

4. Termination

a. This MOU will automatically terminate in the event of the discontinuance of the operations of one or more of the parties without cost or liability to any party.

b. Except in the event of the discontinuance of the operations of one or more of the parties, this MOU may not be terminated in the first five years after its effective date in order for the County of Monterey to utilize the cell antenna facility. During the initial five-year effective period, this MOU may only be terminated (1) by the County of Monterey or (2) if insurmountable circumstances arise that were unforeseen by NSA Monterey at the time it entered into this MOU that prevent the continued operation of the cell antenna facility, and the parties have mutually consented to the termination in writing.

c. Subsequent to the five-year effective period, this MOU may be terminated by mutual consent of the parties or by any party providing 90 days advance written notice to the other party. In the case of mobilization or other emergency, the MOU will remain in force only within the parties' capabilities or may be terminated immediately upon written notice by any party.

5. Modification. This MOU may be modified by written amendment when such amendment is agreed to and signed by both parties.

6. Responsibilities

a. County of Monterey will:

(1) Determine, with the concurrence of NSA Monterey, the type of equipment to be maintained.

(2) Schedule regular service support to the cell antenna facility and supporting equipment.

(3) Contact NSA Monterey upon identification or notification of maintenance issues or concerns.

Subj: La Mesa Communications Antenna for Monterey County at NAVAL
SUPPORT ACTIVITY MONTEREY

Note: All correspondence to be sent and notices to be given to the County of Monterey pursuant to this MOU will be addressed, if mailing is necessary, to: 1590 Moffett St. Salinas, CA 93905.

Transferability: This MOU is not transferable except with the written consent of the parties.

9. Dispute Resolution. Should disagreement arise on the interpretation of the provisions of this agreement, or amendments or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement must be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within 30 days, the parties must forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

10. Concurrence. This agreement embodies the entire agreement of the parties regarding this support and affiliation. All parties to this agreement concur with the level of support and resource commitments that are documented herein.

11. Acceptance and Ratification. The provisions of this MOU are accepted and effective upon the latest signature date as indicated below:

**D.P.
KECK**

Executive Director
Navy Region Southwest

Eric A. Chatham
Chief Information Officer
County of Monterey
Information Technology Department