

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF MONTEREY, ON BEHALF OF ITS SHERIFF’S OFFICE  
AND  
LAW ENFORCEMENT AGENCIES**

This Memorandum of Understanding (MOU) is made and entered into as of the date of last signature, by and between the County of Monterey, on behalf of its Sheriff’s Office hereinafter “Sheriff” and Law Enforcement Agencies and Departments hereinafter “Subscribing Agencies” listed below:

City of Gonzales  
City of Greenfield  
City of King  
City of Marina  
City of Sand  
City of Seaside  
City of Soledad

**RECITALS**

**WHEREAS**, Sheriff desires to contract with Subscribing Agencies to staff two (2) full-time Records Specialist II positions to provide coverage Monday – Friday 1700-0800, Saturday, Sundays and Holidays 24 hours supplementing Subscribing Agencies existing hours of operation to meet compliance requirements mandated by the California Law Enforcement Telecommunications Systems (CLETS) Policies, Practices, and Procedures.

**WHEREAS**, this MOU is not to supplement lunch, breaks, medical leave, or vacations during the course of the normal work day Monday – Friday 0800-1700.

**WHEREAS**, Sheriff will be responsible for HIT Confirmation’s for DOJ Databases (Stolen Vehicle System/Automated Boat System, Wanted persons System, Automated Firearms System, Automated property System, Missing/Unidentified persons System, California Restraining Order and protective order System, National Law Enforcement Telecommunications System and National Crime Information Center) for the Subscribing agencies during Monday-Friday 1700-0800, Saturday, Sunday, and Holidays 24 hours for the CLETS mandated communications.

**WHEREAS**, Sheriff and under the governance of the Board of Supervisors, will fund two (2) Records Specialist II positions through this mutually agreeable cost plan. Beginning in Fiscal Year 2025-26, the cost of two (2) Records Specialist II positions is \$231,398 which is inclusive of all salary, benefits, taxes and insurance. The total cost of the two (2) Records Specialist II positions will be divided equally among the Subscribing Agencies (which is currently seven (7), in the amount of \$33,056.85 per fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>) to provide coverage to each Subscribing Agency, Monday-Friday 1700-0800, Saturday, Sundays and Holidays 24 Hours.

**WHEREAS**, Sheriff is responsible for the subscribing agencies to submit required forms to the Department of Justice as it pertains to changes within the CLETS Terminal Activation Message Forwarding Agreements and mandated communications during hours of support Monday-Friday 1700-0800, Saturdays, Sundays, and Holidays 24 hours.

**WHEREAS**, Updated cost will be provided each year to the Subscribing Agencies prior to start of fiscal year (July 1<sup>st</sup>). Updated cost will consist of cost-of-living adjustments, step increases, compensation studies, benefits, etc.

**IT IS MUTUALLY AGREED:**

**1. SHERIFF'S OBLIGATION**

- A. Funding two (2) Record Specialist II Costs shall be identified by the County and provided to the agencies prior to fiscal year for budget purposes and agreement renewal.
- B. Responsible for Subscribing Agency mandated CLETS Communications during the hours of Monday-Friday 1700-0800, Saturday, Sunday and Holidays 24/7.
- C. Ensure CLETS mandated 24/7 coverage for Subscribing Agencies are met.

**2. SUBSCRIBING AGENCY'S OBLIGATION**

The Subscribing Agencies shall identify their Prime Mnemonic which will be used to forward Hit Confirmations to the Sheriff's Office.

The Subscribing Agencies shall acknowledge Hit confirmation requests, Notices of locate, NCIC messages and CLETS Emergency Administrative messages will be forwarded using the Time Activated Message Forwarding Request Form to the Sheriff's Office who will be responsible for managing this form and associated obligations.

**3. COST PLAN**

In consideration of the foregoing, each Subscribing Agency shall pay their fair share (cost to be divided among the Subscribing Agencies, which is currently seven (7)). In the event an agency decides not to participate and cancels their participation in the MOU, the cost will be divided equally among the remaining Subscribing Agencies to MCSO each fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>) to provide coverage Monday-Friday 1700-0800, Saturday, Sunday and Holidays 24 hours.

**4. PAYMENT PROVISIONS**

Costs associated with the services provided to the Subscribing Agencies under this agreement are billed at the beginning of each fiscal year (July 1<sup>st</sup>).

The payment shall be due (“Due Date”) which is September 1<sup>st</sup> of each year.

## **5. SEVERABILITY**

If any part, term or provision of this agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected thereby.

## **6. DOJ COMPLIANCE**

All database inquiries resulting in a positive response, or a hit, must be confirmed with the agency that entered the record. Confirmations and records validations of entered records must be provided on a 24-hour basis. A substantive response to an urgent request must be sent within a 10-minute time frame; a substantive response to a routine request must be provided within one (1) hour.

Stolen Vehicle System/ Automated Boat System	Automated Firearms Systems	Missing/Unidentified Persons Systems	National Law Enforcement Telecommunications System
Wanted persons System	Automated property System	California Restraining order and Protective order System	National Crime Information Center

This Memorandum of Understanding shall become effective July 1, 2025 and shall remain in full force and effect for one (1) year and subsequently amended each fiscal year. This MOU may be terminated upon 30 days written notice, without cause, by either parties. Termination by one of the Subscribing Agency does not terminate the MOU for the other parties.

COUNTY OF MONTEREY

\_\_\_\_\_  
Tina M. Nieto, Sheriff

\_\_\_\_\_  
Date

Approved as to form:

By \_\_\_\_\_  
COUNTY COUNSEL

\_\_\_\_\_  
Date

Approved as to fiscal provision:

By \_\_\_\_\_  
Auditor-Controller

\_\_\_\_\_  
Date

<p>CITY OF GONZALES, on behalf of its POLICE DEPARTMENT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>CITY OF GREENFIELD, on behalf of its POLICE DEPARTMENT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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<p>CITY OF KING, on behalf of its POLICE DEPARTMENT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>CITY OF MARINA, on behalf of its POLICE DEPARTMENT</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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CITY OF SAND, on behalf of its POLICE  
DEPARTMENT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF SEASIDE, on behalf of its POLICE  
DEPARTMENT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF SOLEDAD, on behalf of its POLICE  
DEPARTMENT

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_