

**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, hereinafter “Subscribing Agencies” listed below:

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

RECITALS

WHEREAS, the Sheriff seeks to enter into an agreement with Subscribing Agencies to provide staffing for one (1) full-time Records Specialist II positions. This position shall ensure records coverage during the following periods: Monday through Friday from 1700 hours to 0800 hours, and 24-hour coverage on Saturdays, Sundays, and recognized holidays. This staffing is intended to supplement the existing operational hours of the Subscribing Agencies and ensure continued compliance with the California Law Enforcement Telecommunications System (CLETS) Policies, Practices, and Procedures.

WHEREAS, this MOU is not to supplement lunch, breaks, military leaves, medical leaves, or extended leaves 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 one (1) Records Specialist II position through this mutually agreeable cost plan. Beginning in Fiscal Year 2025-26, the cost of one (1) Records Specialist II position is \$115,699 which is inclusive of all salary, benefits, taxes and insurance. The total cost of the one (1) Records Specialist II position will be divided equally among the Subscribing Agencies (which is currently six (6), in the amount of \$19,283.17 per fiscal year (July 1st through June 30th) 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 1st). 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 one (1) 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 Agencies 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 six (6)). 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 1st through June 30th) 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 1st).

The payment shall be due (“Due Date”) which is September 1st 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 Agencies 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

CITY OF GONZALES, on behalf of its POLICE
DEPARTMENT

By: _____

Title: _____

Date:

CITY OF GREENFIELD, on behalf of its POLICE
DEPARTMENT

By: _____

Title: _____

Date:

CITY OF KING, on behalf of its POLICE
DEPARTMENT

By: _____

Title: _____

Date:

CITY OF MARINA, on behalf of its POLICE
DEPARTMENT

By: _____

Title: _____

Date:

CITY OF SAND, on behalf of its POLICE DEPARTMENT By: _____ Title: _____ Date: _____	CITY OF SOLEDAD, on behalf of its POLICE DEPARTMENT By: _____ Title: _____ Date: _____
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