MEMORANDUM OF UNDERSTANDING BETWEEN
HAWAII POLICE DEPARTMENT AND

____________________________________

(Insert Name of Community Association)

Section 1    Purpose:

Hawaii County does not currently mandate a standard emergency access control system for gated communities. Due to the various control methods in place, these gates can cause delays to emergency responders. In an effort to minimize the delay that a gate can cause, the Hawaii Police Department, in consultation with representatives from various gated communities, has identified the "Click2Enter" radio controlled gate opener as an access method that will work with the department's existing equipment. This Memorandum of Understanding ("MOU") sets forth the obligations of the community association and the commitment of the Hawaii Police Department in the collaborative utilization of the "Click2Enter" technology.

Section 2    Contact Person/Initial Set-Up:

The following individual is designated as the community association's contact person for matters related to this MOU:

Name ________________________________________________

Telephone No. ________________________________________

Upon written notification from the community association that the "Click2Enter" system will be installed, a representative from the Department will make contact with the designated community association representative to arrange for the provision of the radio frequencies and initial testing of the system.
Section 3 System Malfunction:

In the event the "Click2Enter" access control system malfunctions or is deactivated or the gate is for any other reason rendered inoperable, the Hawaii Police Department shall be notified immediately and shall be notified again once the problem has been addressed.

It is recommended that the gate remain in the "open" position during any period of inoperability.

It is strictly understood that Hawai'i County, the Hawai'i Police Department, and its officers and employees and agents, shall in no way be held liable for any damages, causes of action, or suits or claims resulting from or related to the use or malfunction of the "Click2Enter" system.

Section 4 Costs:

The community association shall bear the sole responsibility for all current and future costs relating to the "Click2Enter" system, including but not limited to its purchase, installation, programming, maintenance and/or repair.

This MOU in no way obligates the Hawaii Police Department to incur any costs associated with the utilization of the "Click2Enter" system and is predicated on the understanding that the "Click2Enter" technology works with the Department's existing equipment and capabilities.

Section 5 Term:

This MOU shall be in effect beginning from the date entered below and continuing for so long as the "Click2Enter" access system remains in place, or until otherwise notified by the Hawai'i Police Department.
In agreement thereof, the parties have entered into this Memorandum of Understanding on this ______ day of __________________, 20__. 

By _______________________________ ____________________________________

HARRY S. KUBOJIRI, POLICE CHIEF          ASSOCIATION REPRESENTATIVE

Print Name: ______________________________

APPROVED AS TO FORM AND LEGALITY:

By ______________________________

CORPORATION COUNSEL

STATE OF HAWAI‘I )
 ) SS.
COUNTY OF HAWAI‘I )

On this _____ day of _________________________, 20___, before me personally appeared ____________________________, to me personally known, who being by me duly sworn (or affirmed), did say that the person is the ______________________ of the (Name of Association), and _______________________________ acknowledged the instrument to be the free act and deed of the association.

___________________________________

Signature

___________________________________

Print or Type Name

Notary Public, State of Hawai‘i
My Commission Expires: ____________

(NOTARY CERTIFICATION ATTACHED)
NOTARY CERTIFICATION

Doc. Date: _______________________                       No. of Pages _____

Notary Name: _____________________________         ________ Circuit

Doc. Description: _______________________________________

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Notary Signature                                     Date