

**MEMORANDUM OF UNDERSTANDING BETWEEN
HAWAI'I POLICE DEPARTMENT AND**

(Insert Name of Community Association)

Section 1 Purpose:

Hawai'i 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 Hawai'i 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 Hawai'i 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 Hawai'i 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
said _____, and that the instrument was
(Title)
(Name of Association)

signed in behalf of the association by authority of its board of directors (partners or trustees),
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: _____

Notary Signature

Date