

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BOULDER
AND THE CITY OF LONGMONT**

**2010 Colorado Automobile Theft Prevention Authority (CATPA)
2010 Grant Award**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 3rd day of May, 2011, by and between the City of Boulder ("Boulder") and the City of Longmont ("Longmont"), both Colorado home rule municipal corporations of the State of Colorado (hereafter also known as a "Party" and collectively as "Parties").

PURPOSE

This MOU shall outline the responsibilities of the parties in administering \$162,780 in funds received from the Colorado Auto Theft Prevention Authority ("CATPA"). The funds will be used to purchase Automated License Plate Reader (ALPR) equipment. This equipment will be used by the Boulder Police Department, Boulder County Sheriff's Office, Erie Police Department, Lafayette Police Department, Longmont Police Department, and Louisville Police Department to create a unified enforcement effort to locate stolen vehicles.

RECITALS

Boulder applied for and has been approved to receive funds in the amount of \$162,780 from the CATPA 2010 Application Number: CATPA: JUPM.

Boulder agrees to purchase and provide Longmont one ALPR, cameras, and related software, not to exceed \$18,555; one laptop computer, if applicable, not to exceed \$5,000; installation costs, if applicable, not to exceed \$1,350; and other operating licenses as needed, not to exceed \$975, for the period of the grant (January 1, 2011 – December 31, 2011).

Each Party finds that the performance of the MOU is in the best interests of both Parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this MOU.

Now therefore, in consideration of the above recitals, and the terms set forth herein, the Parties agree as follows:

1. **Boulder's Responsibilities.**

Boulder agrees to be the Host Agency, and as such will store and maintain the computer server (hardware), and manage applicable information transfers, downloads, and retention of stored data. The server will be operational seven days a week, twenty four hours a day, and three hundred and sixty five days a year, except for routine planned maintenance. If planned maintenance of the server is required, this work will be performed on Sunday mornings between

6:00 a.m. and 12:00 p.m. Notification of planned maintenance will be provided 72 hours in advance of said maintenance.

In the event of a system failure, Boulder will make a best effort response to address the issue when it occurs; however, standard system support hours are Monday – Friday, from 7:00 a.m. to 6:00 p.m. excluding holidays. Boulder will configure its data communication network to allow connection of a Longmont mobile data laptop computer to the Boulder server. Connection of additional ALPR workstations may be provided, if needed, and they will comply with CJIS/CBI and Boulder security policies.

If a mobile data laptop computer is provided, Boulder will support, maintain and fund the computer and the mobile communication hardware, software, and wireless service to allow connectivity to Boulder's server.

2. Longmont's Responsibilities.

Longmont agrees to use the ALPR and related equipment and licenses through the Longmont Police Department for the Auto Theft Prevention Program and to supply the required statistics and quarterly statistic reports, adhere to the grant provisions, participate and attend quarterly meetings, and participate in any multi-jurisdictional enforcement through the period of the grant. Quarterly statistics as described in Attachment A, "Grant Agreement," are due at the Boulder Police Department as follows:

April 1, 2011
July 1, 2011
October 1, 2011
January 1, 2012

Longmont will maintain possession of the aforementioned equipment and will keep the equipment in good working condition. Longmont will be responsible for repairing and incurring the cost of repair for the ALPR, cameras, and cables during the period of the grant.

If a Longmont mobile data laptop computer is used, Longmont will support, maintain and fund the computer and the mobile communication hardware, software, and wireless service to allow connectivity to Boulder's server.

At the conclusion of the grant period, if Longmont is no longer interested in continued participation in an on-going countywide auto theft prevention program, Longmont will return the aforementioned equipment to Boulder. If continued participation is desired, a separate agreement will be established that identifies user responsibilities, on-going maintenance costs, and shared replacement funding.

3. Governmental Immunity. Notwithstanding any other provision of this MOU to the contrary, no term or condition of this MOU shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights benefits, or other protections provided to the parties under the provisions of the Colorado Governmental Immunity Act , §§ 24-72-101 *et seq.*, C.R.S.,

as amended ("Act"). The Parties agree that liability for claims to persons or property arising out of the negligence of the Parties and their officers, agents, or employees are controlled and limited by the provisions of the Act.

4. No Third Party Beneficiary. The covenants and agreements contained in this Agreement are for the benefit of the Parties and do not create any obligations or duties to persons not parties hereto.

5. Term. This MOU will become effective upon signing and will expire December 31, 2011.

6. Termination of MOU. If funding is withdrawn by CATPA, then Boulder may terminate this MOU in whole or in part for its own convenience. Otherwise, either Party may withdraw and terminate their involvement in this MOU with cause, upon ninety (90) days' prior written notice to the other Party, provided that either Party shall be able to terminate this MOU in the case of a catastrophic event or unforeseen emergency which requires such a commitment of the Party's resources that would preclude it from performing its obligations under the MOU.

7. Notices. Notices concerning termination of the MOU, alleged or actual violations of the terms of the MOU, and matters of similar importance must be mailed via United States mail postage prepaid to:

Longmont:
Craig Earhart, Commander
City of Longmont Police Department
225 Kimbark St.
Longmont, CO 80501

Boulder:
Greg Testa, Deputy Chief
City of Boulder Police Department
1805 33rd St
Boulder, CO 80301

8. Insurance Requirements. The Parties certify that they are insured for property and general liability coverages to the limits set forth in the Governmental Immunity Act. Excess insurance is purchased above the Parties' self-insured retention. A Certificate of Insurance shall be provided to the other Party upon request.

9. Incorporation of Grant Agreement. Boulder is operating as the Host Agency for the purposes of this MOU. The Parties agree that the requirements of CATPA Grant Agreement apply to all parties receiving funding from the Grant and the Grant Agreement is incorporated herein by reference as Attachment A.

10. Integration. This document constitutes the entire agreement between the Parties and incorporates all prior verbal and written communication between the Parties concerning the subject matter included herein.

11. Amendment in Writing. No amendment or modification shall be made to this MOU without the written consent of the other Party.

12. Annual Appropriation. The Parties' financial obligations under this Agreement in future fiscal years are subject to annual appropriation in accordance with Colorado law.

13. Authority. The Parties represent that the individuals executing this Agreement on their behalf possess full power and authority from their respective governing boards in compliance with Colorado law.

CITY OF LONGMONT

ATTEST:

Valencia H. Skiff
City Clerk



APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

3-10-11
Date

CITY OF BOULDER

[Signature]
City Manager

ATTEST:

[Signature]
City Clerk on behalf of the
Director of Finance and Records

APPROVED AS TO FORM:

[Signature]
City Attorney's Office

Date: 4-29-11