MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ELK GROVE AND THE CITY OF GALT
REGARDING LICENSE PLATE READER SYSTEMS

This Memorandum of Agreement ("MOU"), dated [November 29, 2010], is made by and between the City of Galt, a Municipal Corporation, hereinafter referred to as "Galt" and the City of Elk Grove, a Municipal Corporation, hereinafter referred to as "Elk Grove."

WHEREAS, the Police Departments of both Elk Grove and Galt use license plate reader systems (hereinafter, "system"); and,

WHEREAS, Elk Grove and Galt desire to share data collected by both systems, and to store data on one server for efficiency purposes.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, both agencies agree as follows:

I. **Scope**

Elk Grove currently maintains and operates a server for its system. Elk Grove hereby grants Galt permission to store data collected by Galt’s system on the server, and to access data on the server collected by either system. Galt hereby grants Elk Grove permission to access data placed on the server by Galt’s system. Galt’s access to data stored on Elk Grove’s server shall be limited to the system, unless otherwise agreed to by both parties in writing.

II. **Term of Agreement**

This Agreement shall be effective as of the date executed by all parties and shall continue unless and until terminated by either party or by the mutual consent of both parties. Either party may terminate this MOU by providing the other party with thirty (30) calendar days written notice.

III. **Cost**

Galt and Elk Grove shall each bear their own costs associated with connecting to the server, and storing and retrieving data from the server. Elk Grove shall bear the full costs of operating and maintaining the server. Galt shall not have any obligation to reimburse Elk Grove for the costs of operating and maintaining the server, unless expressly agreed to by both parties in the form of an amendment to this MOU.
IV. **Limit of Liability**

In the event Elk Grove’s server fails for any reason, including by reason of negligence on the part of Elk Grove, its officers, agents and/or employees, Elk Grove shall not be held liable to Galt or any other party for the loss of data collected by system and stored on Elk Grove’s server.

V. **Insurance**

Each party, at its sole cost and expense, shall carry insurance—or self-insure—it’s activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each party shall provide certificates of insurance, excess insurance and/or self insurance to the other party during the term of this agreement. Each Party agrees to provide the other thirty (30) days’ advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

VI. **Notices**

Notices required by this MOU shall be sent to the following addresses:

Chief of Police  
City of Galt  
455 Industrial Drive  
Galt, California 95632

Chief of Police  
City of Elk Grove  
8380 Laguna Palms Way  
Elk Grove, CA 95758

VII. **Indemnification**

Galt agrees to hold harmless and indemnify Elk Grove, its officers, agents and employees from and against any and all losses, liability, or damages arising out of, in consequence of, or resulting from the negligent acts and/or omissions of Galt, its officers, agents or employees.

Elk Grove agrees to hold harmless and indemnify Galt, its officers, agents and employees from and against any and all losses, liability, or damages arising out of, in consequence of, or resulting from the negligent acts and/or omissions of Elk Grove, its officers, agents or employees.

VIII. **Amendments**

Any modification or amendment of any provision of this agreement shall be in writing and must be executed by all parties.
IX. Entire Agreement

This MOU constitutes the entire agreement between the parties concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Date: \(1/10/2010\) City of Galt, A Municipal Corporation ("Galt")

Jason Behrmann, City Manager
City of Galt

Date: \(11/01/2010\) City of Elk Grove, A Municipal Corporation ("Elk Grove")

Laura Gill, City Manager
City of Elk Grove

Approved As To Form: \(\frac{\text{Galt City Attorney}}{11/10/2010}\)

Approved As To Form: \(\frac{\text{Elk Grove City Attorney}}{11/15/2010}\)

Attest: \(\frac{\text{Galt City Clerk}}{11/15/2010}\)

Attest: \(\frac{\text{Elk Grove City Clerk}}{11/15/2010}\)