



**CITY OF CORONA
POLICE DEPARTMENT**

**AUTOMATED LICENSE PLATE READER (ALPR)
COMMUNITY PARTNER
CAMERA FUNDING AGREEMENT**

Read this first before proceeding. This ALPR Community Partner Camera Funding Agreement (“Agreement”) is made and entered into voluntarily by the Community Partner, knowing that this Agreement gives the Community Partner no ownership or other interest in the ALPR Cameras or data or other records produced by or related to the ALPR Camera.

		DATE
COMMUNITY PARTNER NAME		
COMMUNITY PARTNER REPRESENTATIVE		TITLE
ADDRESS OF COMMUNITY PARTNER		
PHONE OF COMMUNITY PARTNER	EMAIL OF COMMUNITY PARTNER	
ALPR CAMERA(S)		
NUMBER	UNIT PRICE	TOTAL FUNDING AMOUNT
REQUESTED LOCATION OF CAMERA(S)		
GENERAL DESCRIPTION OF LOCATION (NO GUARANTEE):		
AGREEMENT		
BY EXECUTING BELOW, THE COMMUNITY PARTNER HAS VOLUNTARILY REQUESTED AND AGREES TO FUND THE ALPR CAMERAS NOTED ABOVE UNDER THE FOLLOWING TERMS AND CONDITIONS:		

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TERMS

1. Payment. Upon its execution of this Agreement, Community Partner shall pay to the City the Total Funding Amount noted above.
2. Applicable Law; Policy 461; No Special Access. All ALPR cameras purchased pursuant to this Agreement will be operated in accordance with all applicable laws, rules and regulations, including, but not limited to, Corona Police Department Policy 461 (Automated License Plate Readers). This means, for instance, that this Agreement provides Community Partner with absolutely no access to the data or other records produced by or related to the ALPR Cameras that is not expressly allowed under applicable laws, rules, and regulations.
3. City Property. All ALPR cameras shall be the sole and exclusive property of the City.
4. Camera Placement – City Discretion. Placement of any ALPR camera purchased pursuant to this Agreement shall be within the sole and absolute discretion of the Police Department based upon its determination of a legitimate law enforcement purpose. While the Police Department may solicit the Community Partner’s input as to its requested location(s), the ultimate decision is vested solely with the Police Department.
5. Placement Duration; Termination. The City will endeavor to keep any ALPR camera(s) funded pursuant to this Agreement in service at the location first selected by the Police Department for two (2) years, but the City reserves to right to move any camera at any time. Moreover, the operation of the Program is subject to the ongoing needs of the City and, as such, the City may suspend or terminate the Program or the deployment of one or more ALPR cameras at any time, for any reason, and for any length of time. A written notice of termination or movement will be provided prior to moving any camera subject to this Agreement or the suspension or termination of the Program.
6. No Guarantee. There is no guarantee or warranty of any kind whatsoever that participation in the Program or the placement of any ALPR camera will result in the reduction or elimination of criminal activity of any kind or the identification of any potential or actual perpetrators.
7. Acknowledgment, Waiver & Release. As consideration for participation in the Program, Community Partner, on behalf of itself and the Community Partner Releasers, hereby voluntarily and knowingly releases, waives, discharges, and covenants not to sue the City Releasees from and for any and all liability for any loss or damage to Community Partner’s real or personal property, or any other property or person, including third parties, and from and for any claims or demands related to any loss, damage, cost or injury, including wrongful death, to any property or persons, including without limitation the person or property of the Community Partner, based upon the existence or non-existence of this Agreement.

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8. Complete Agreement; survival. Community Partner, on behalf of itself and the Community Partner releasors, hereby acknowledges that this Agreement is intended to be, and shall be, interpreted and applied as broad and inclusive as is permitted by applicable laws, rules, and regulations and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. All provisions of this Agreement shall survive suspension, expiration, or termination of the Program and/or this Agreement.

9. Definitions. The term "City" shall mean the City of Corona and its related entities (for whom the City Council serves as a legislative body). The term "Police Department" shall mean the City of Corona Police Department. The term "City Releasees" shall mean the City of Corona and its officials, officers, employees, agents, volunteers, successors, and assigns, including, but not limited to, those of the Police Department. The term "Community Partner Releasors" shall mean the Community Partner and its or their personal representatives, heirs, next-of-kin, guests, invitees, family members, officials, officers, employees, subcontractors, consultants, affiliates, parent corporations or other business entities, subsidiaries, agents, successors, and assigns. The term "Program" shall mean the City of Corona Police Department Automated License Plate Reader Program.

10. Execution Authority. The person executing this Agreement on behalf of the Community Partner represents that they have the power to execute this Agreement on behalf of the Community Partner and to bind the Community Partner to the terms and conditions of the Agreement.

EXECUTION	
COMMUNITY PARTNER SIGNATURE	
SIGNATURE	DATE
NAME (PRINTED)	TITLE
CITY SIGNATURE (CHIEF OF POLICE OR DESIGNEE)	
SIGNATURE	DATE
NAME (PRINTED)	TITLE