

INTRODUCED: September 12, 2016

AN ORDINANCE No. 2016-231

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Computer-Aided Dispatch Interface User Agreement between the City of Richmond and Virginia Commonwealth University for the purpose of allowing the Virginia Commonwealth University Police Department to become an operational user of the Department of Emergency Communications' computer-aided dispatch and mobile data communications systems and facilitating interoperability between the Department of Police and the Virginia Commonwealth University Police Department.

\_\_\_\_\_  
Patron – Mayor Jones

\_\_\_\_\_  
Approved as to form and legality  
by the City Attorney

PUBLIC HEARING: OCT 10 2016 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Computer-Aided Dispatch Interface User Agreement between the City of Richmond and Virginia Commonwealth University for the purpose of allowing the Virginia Commonwealth University Police Department to become an operational user of the Department of Emergency Communications' computer-aided dispatch and mobile data communications systems and facilitating interoperability between the Department of Police and the

AYES: 9 NOES: 0 ABSTAIN: \_\_\_\_\_

ADOPTED: NOV 14 2016 REJECTED: \_\_\_\_\_ STRICKEN: \_\_\_\_\_

Virginia Commonwealth University Police Department. Such agreement shall be substantially in the form of the document attached to this ordinance and approved as to form by the City Attorney.

§ 2. This ordinance shall be in force and effect upon adoption.



CITY OF RICHMOND
INTRACITY CORRESPONDENCE

O & R REQUEST

JUL 25 2016

Chief Administration Office
City of Richmond

4-5459

O&R REQUEST

DATE: August 11, 2016 EDITION: 1

TO: The Honorable Members of City Council

THROUGH: Dwight C. Jones, Mayor [Signature]

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer [Signature]

FROM: Stephen Willoughby, Director of Emergency Communications [Signature]

Jackie Crotts, Deputy Director of Emergency Communications [Signature]

Bill Hobgood, Project Manager, Public Safety Team DIT [Signature]

RE: Computer-Aided Dispatch Interface User Agreement

RECEIVED

ORD. OR RES. No. SEP 02 2016

OFFICE OF CITY ATTORNEY

PURPOSE:

To authorize the Chief Administrative Officer to execute, on behalf of the City of Richmond, Modify and renew the Computer-Aided Dispatch Interface User Agreement with Virginia Commonwealth University in the operation and use of the Computer-Aided Dispatch and Mobile Data Communications Systems.

REASON:

Section 15.2-1726 of the Code of Virginia authorizes the governing bodies of political subdivisions to enter into reciprocal agreements for cooperation in furnishing police services. The Department of Emergency Communications (DEC) and the Virginia Commonwealth University Police Department (VCUPD) are currently committed to a program byway of the Computer-Aided Dispatch Interface User Agreement, pursuant to this authority, for joint use of the Richmond Department of Emergency Communications (DEC) Computer-Aided Dispatch (CAD) and Mobile Data Communications (MDC) systems. The goal is to continue interoperability between

all public safety agencies within the City's jurisdictional boundaries and modify this agreement to reflect necessary changes.

**RECOMMENDATION:**

The City Administration recommends adoption of this ordinance.

**BACKGROUND:**

While the Virginia Commonwealth University's (VCU) campus is located within the City of Richmond jurisdictional boundaries, and recognizes dual law enforcement responses to significant events within or near the campus boundaries, off-site, and satellite locations (i.e. VCU Medical Center), all 911 Calls for Service (CFS) are routed to and answered at the DEC.

DEC and VCUPD are seeking to continue to provide a means for the VCUPD to operate as a part of the CAD system, thereby creating a multi-public safety agency cooperative effect in the system. This cooperative effort will allow the VCUPD to be an operational user of the DEC CAD system.

The chief law enforcement official of VCUPD and the Director of DEC agree that it would be beneficial for the City and VCUPD to continue being an operational user of the DEC CAD system, the purpose of which is to provide communications support to law enforcement activities within the City of Richmond jurisdictional boundaries.

**FISCAL IMPACT / COST:**

No additional cost to operations budget of DEC. The VCUPD shall be responsible for providing the required workstations and workstation software and securing required maintenance agreements directly from the necessary software company. The workstation software shall be compatible with the software operating on the DEC's server.

**FISCAL IMPLICATIONS:** None

**BUDGET AMENDMENT NECESSARY:** NO

**REVENUE TO CITY:** None

**DESIRED EFFECTIVE DATE:** Upon adoption

**REQUESTED INTRODUCTION DATE:** September 12, 2016

**CITY COUNCIL PUBLIC HEARING DATE:** October 10, 2016

O&R Request

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**REQUESTED AGENDA:** Consent

**RECOMMENDED COUNCIL COMMITTEE:** Public Safety

**CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES:** N/A

**AFFECTED AGENCIES:** Department of Emergency Communications

**RELATIONSHIP TO EXISTING ORD. OR RES.:** Amends Ordinance 2013-126-116

**REQUIRED CHANGES TO WORK PROGRAM(S):** N/A

**ATTACHMENTS:** Computer-Aided Dispatch Agreement

**STAFF:**

Stephen Willoughby, Director of Emergency Communications (5142)  
Jackie Crotts, Deputy Director of Emergency Communications (8457)  
Bill Hobgood, Project Manager, Public Safety Team DIT (5140)

# **MEMORANDUM OF UNDERSTANDING**

## **COMPUTER-AIDED DISPATCH INTERFACE USER AGREEMENT**

Between

**The City of Richmond**

and

**Virginia Commonwealth University**

This agreement (the "MOU") is made and entered into by the City of Richmond (the "City") and Virginia Commonwealth University ("VCU"), pursuant to Ordinance No. 2016-\_\_\_\_\_ adopted on \_\_\_\_\_, 2016, by the Richmond City Council, and is effective as of the date of signature by the City's Chief Administrative Officer below. The City of Richmond's Department of Emergency Communications is recognized as the lead agency and Virginia Commonwealth University Police Department (the "VCUPD") is recognized as the user agency.

### **Section I. Purpose**

The purpose of this MOU is to enter into an agreement to enable VCUPD to utilize the Computer Aided Dispatch system (the "CAD") owned and operated by the City, for call-taking and dispatch purposes, and to clearly identify the roles and responsibilities of each party as they relate to the administration of the CAD and the mobile data system (only as it relates to the CAD), hereinafter referred to collectively as the "**SYSTEM.**" The primary objective of this MOU is to achieve interoperability between all public safety agencies within the City's jurisdictional boundaries.

### **Section II. Background**

The City and VCUPD are seeking to provide a means for the VCUPD to operate as a spoke of the overall "spoke and hub" arrangement of the **SYSTEM**, thereby creating a multi-public safety agency cooperative effect within the **SYSTEM**. This cooperative effort will allow the VCUPD to be an operational user of the City's **SYSTEM**.

The City is the administrator of the **SYSTEM**, the VCUPD desires to utilize the aforementioned **SYSTEM**, and the parties hereto wish to enter into this MOU

pursuant to which the City will authorize VCUPD access to the SYSTEM for the consideration and upon the terms and conditions set forth herein.

Section 2-728 of the Code of the City of Richmond (2015) designates the City's Department of Emergency Communications as the public safety answering point for the E-911 telephone system for the City of Richmond, and charges the City's Department of Emergency Communications with the appropriate routing of those E-911 calls received, as well as the planning, operation, maintenance and coordination of all emergency radio and telephone communications systems for the City. Code of Virginia § 15.2-1726 authorizes the parties to enter into an agreement for the cooperation in furnishing police services, and the governing bodies of each of the parties have determined to enter into this MOU pursuant to Code of Virginia § 15.2-1726.

### **Section III. Mutual Emergency Service Zones Event Coding**

While the Virginia Commonwealth University campus is located within the City of Richmond jurisdictional boundaries, and recognizing dual law enforcement responses to significant events within or near the campus boundaries, off-site, and satellite locations (i.e. VCU Medical Center), all 911 calls for service are routed to and answered by the City.

Under the SYSTEM, when an event that is generated via the SYSTEM is physically located inside of a Virginia Commonwealth University facility, the City shall not dispatch Richmond Police Department units unless (1) it is determined by the CAD (based on previously agreed-upon criteria) that the event is a pre-determined crime in progress event, or (2) VCUPD has no units available to respond and contacts the City's Department of Emergency Communications communications supervisor for assistance. For those events that occur on the City streets located within the VCUPD concurrent jurisdictional boundaries or at an intersection, the City shall dispatch Richmond Police Department units and the responding Richmond Police Department field units shall determine if VCUPD are required to respond and assume jurisdiction over the incident. The VCUPD call center shall contact the City for assistance if additional or specialized units (i.e. K9 or SWAT) are required.

Any CAD events that generate multi-agency responses may include the dispatch of the Richmond Police Department, the Richmond Fire Department, the Richmond Ambulance Authority, and VCUPD resources. The City will administer the response plans that require a dual or multi-agency response as mutually agreed on by the City and VCUPD.

## **Section IV. Responsibilities and Obligations**

In consideration of the fees to be paid to the City under section VII herein, and of the mutual agreements herein contained, the parties hereto agree as follows:

### **ARTICLE I. City Responsibilities under this MOU**

A. The City shall be responsible for providing the servers, server software, CAD applications, databases, system administration, and necessary interfaces for the SYSTEM.

B. The City is responsible for managing and maintaining the SYSTEM's software company's supplied interfaces to National Crime Information Center ("NCIC"), Virginia Criminal Information Network ("VCIN"), National Law Enforcement Telecommunications System ("NLETS"), the Virginia Department of Motor Vehicles ("DMV") systems, and interfaces between the SYSTEM's software company's products and other systems such as a records management system.

C. The City will maintain a maintenance contract for the servers, server software, and the hardware necessary for the operation of the SYSTEM, unless otherwise specified herein.

D. The City shall monitor new technology to cooperatively plan for, budget, and acquire the most current technology available to sustain a state-of-the-art version of the SYSTEM.

E. Based upon the data gathered, the City, in its sole discretion, will determine the hardware and software that will maximize benefits to the SYSTEM users.

F. The City shall establish and maintain a protocol for the diagnosis and correction of errors in the SYSTEM. The City shall provide support for all equipment and hardware owned by the City and used by VCUPD. The City shall establish and coordinate user groups among the external agencies that utilize the SYSTEM to facilitate communication, direction, and problem solving.

G. The City will carefully consider and evaluate all requests, suggestions and recommendations that VCUPD presents in writing to the City. The City must respond to all requests, suggestions and recommendations presented to it by VCUPD within 30 business days of the City's receipt of the request, suggestion, or recommendation.

H. The City may provide VCUPD with additional modems if requested by VCUPD for the mobile data network for mobile data computers ("MDCs"), and VCUPD shall pay to the City any costs associated with the additional modems in addition to any fees set forth in section VII ("Amounts Owed by VCUPD").



## **ARTICLE II. VCUPD Responsibilities under this MOU**

### **A. Workstation and Software**

The VCUPD shall be responsible for providing the required workstations and workstation client software necessary for VCUPD to utilize the SYSTEM. The workstation software shall be compatible with the software operating on the City's servers to enable access to the CAD and the SYSTEM. The workstation hardware and software shall conform with minimum requirements established by the SYSTEM software vendor.

VCUPD shall procure, maintain, and pay all costs associated with maintenance agreements with the necessary software company for the software installed on the equipment used by VCUPD to access the SYSTEM (if such maintenance is not already covered by the City's maintenance agreement with the necessary software company). VCUPD shall maintain and pay for a current maintenance and support contract with the necessary software company for all client licenses in use by VCUPD.

VCUPD shall obtain and pay for services from the necessary software company for any specialized work configurations not already in production as of July 1, 2016, with the City.

The VCUPD shall be responsible for the purchase of any additional client licenses (and any associated maintenance and support) that VCUPD requires beyond the initial eight licenses VCUPD currently owns as of the effective date of this MOU.

VCUPD shall pay any costs associated with obtaining maintenance for products purchased by VCUPD directly from the SYSTEM software company if such maintenance is not expressly covered under the SYSTEM's maintenance fee paid by the City's to the necessary software company under the City's maintenance agreement for the SYSTEM.

At the time of the execution of this MOU, the necessary software company is Intergraph Corporation d/b/a Hexagon Safety & Infrastructure.

### **B. Support –Reporting Issues to DEC**

The City, through the City's Department of Emergency Communications, will provide support for certain CAD issues experienced by VCUPD with a multi-tiered support system when such issues are reported by VCUPD to the City. Depending on the severity of the problem, and subsequent potential impact, the City will determine what level of support is needed in accordance with Article III of this MOU. VCUPD shall provide the City's CAD core team, consisting of City

employees from various departments including the Department of Information Technology and the Department of Emergency Communications, (the "City's CAD Team"), with administrative rights to all of VCUPD's workstations and MDCs. The administrative rights must allow the City's CAD Team members to perform the required maintenance, or troubleshooting processes, or both, remotely. Before reporting any issue to the City, VCUPD shall ensure the network connection is working properly. The VCUPD shall first contact their own VCU information technology staff ("VCUIT") to troubleshoot any workstation issues prior to VCUPD contacting the City's CAD Team. VCUPD shall report any CAD issues experienced by VCUPD to the City's Department of Emergency Communications by sending an email to [icadsupport@richmondgov.com](mailto:icadsupport@richmondgov.com). After normal working hours, if the matter is critical, the VCUPD should also notify the City's Department of Emergency Communications' communications supervisor via telephone by calling (804) 646-5110 and request that a member of the City's CAD Team member be contacted.

### **C. Connection to Network**

The VCUPD shall establish and maintain a connection to the City's core network to the necessary Department of Emergency Communications systems, either through VPN or otherwise, including all acquisition, installation, and maintenance of network connections. VCUPD shall provide the physical cabling and software necessary to establish and maintain that connection to the City's core network. This connection shall be done at the direction and under the supervision of the City's CAD Team. The parties agree that it would be advisable for VCUPD to obtain secondary back-up network connections (i.e. T1), due to the possibility of a primary network failure.

### **D. User Agreement for NCIC, DMV, VCIN and NLETS Access**

The VCUPD shall maintain a current user agreement with the Virginia State Police for access to the criminal justice information provided on the SYSTEM, including but not limited to, the NCIC, the DMV, the VCIN, and the NLETS. The VCUPD shall abide by all terms and conditions of the VCIN user agreement with the Virginia State Police. Violation of that agreement shall be considered a violation of this MOU and, pursuant to section VI ("Termination of MOU") of this MOU, is grounds for immediate termination of this MOU.

### **E. Dissemination of Information**

The VCUPD shall abide by all federal and state laws and regulations relating to the collection, storage, retrieval, and dissemination of criminal justice information. Unless required by law, VCUPD shall not disseminate information entered into the SYSTEM by the City or any other user agency. The City will only disseminate information entered into the SYSTEM by the VCUPD when required

to disclose such information by applicable law or by order of a court of competent jurisdiction.

#### **F. Completeness, Accuracy, Submission, and Security**

The VCUPD shall be responsible for the accuracy, timeliness, and completeness of their information entered into or through the SYSTEM. The VCUPD shall make a good faith effort to maintain the integrity of the commonplace location index and address points. Any requests for changes to the commonplace location index, the Emergency Service Zones, or the address points may be requested by VCUPD by submitting them in writing to the City's CAD Team via e-mail at [icadsupport@richmondgov.com](mailto:icadsupport@richmondgov.com). The VCUPD shall manage and ensure the security of information contained in the databases, as well as user access and security for all VCUPD personnel and third parties under VCUPD's supervision employees.

#### **G. Training**

VCUPD shall train their personnel accessing the SYSTEM according to the training standards provided by the SYSTEM's software company. The VCUPD represents and agrees that all persons operating the SYSTEM on behalf of VCUPD shall be properly qualified, supervised, and trained, and have effectively demonstrated that the person operating the SYSTEM is proficient to properly access the SYSTEM.

### **ARTICLE III. Establishing Tier Level Support for CAD Workstation and MDC Issues**

#### **A. Definitions**

- 1. Tier I:** *Is defined as an issue where a single workstation has experienced a malfunction, while all other MDCs and CAD positions are functioning properly. The VCUPD team shall analyze and diagnose the issue to determine if the issue is isolated to one unit, rendering it a Tier I issue, or multiple positions. Tier I issues will require a Level I response.*
- 2. Tier II:** *Is defined as issues that are not related to a network connection line and affect multiple units causing the SYSTEM to not function properly or as designed, or both, and the VCUPD team is unable to repair or bring the units back on line. Tier II issues will require a Level II response.*
- 3. Tier III:** *Is defined as a major issue affecting multiple units that has disabled the majority of CAD positions or MDCs, or both. A failure or disruption of at least 50% of the SYSTEM would require a Level III response.*

## **B. Tier Response Agreement Plan**

### **1. Level I:**

When a Tier I issue occurs and a single VCUPD workstation or MDC is down (inoperable), VCUPD shall immediately switch to a designated spare workstation until the situation can be resolved by VCUPD or the City's CAD Team. If the VCUPD ECC Supervisor or Designee determines that the issue is a CAD related issue, they shall report the issue directly to a City CAD Team member during normal business hours (Monday-Friday, 0700-1700 hours). City CAD Team members shall not be called for a Tier I issue after normal business hours. If the VCUPD ECC Supervisor or Designee determines that the issue is equipment or otherwise not CAD related, they shall report the issue directly to the VCUIT support team during normal business hours (Monday-Friday, 0800-1700 hours). VCUPD shall not contact the City's CAD Team for a Tier I issue after normal business hours.

### **2. Level II:**

When a Tier II issue occurs and the VCUPD ECC Supervisor or Designee determines the issue is a CAD problem and it is after normal business hours, they shall contact the on-duty City Department of Emergency Communications' communications supervisor at 804-646-5110. The City Department of Emergency Communications' communications supervisor will notify the on-call City CAD Team member. The City CAD Team member will contact VCUPD upon notification. Should the event occur during normal business hours (Monday-Friday, 0700-1700 hours) the VCUPD ECC Supervisor or Designee shall contact the City CAD Team member directly to resolve the issue.

If the VCUPD ECC Supervisor or Designee determines that the issue is equipment or otherwise not CAD related, they shall report the non-CAD issue directly to the VCUIT support team. Should the non-CAD issue occur during normal business hours (Monday-Friday, 0800-1700 hours) the VCUPD Supervisor or Designee should call or email VCUPD-IT, or both, and VCUPD-IT will investigate and resolve or submit a ticket to VCUIT Support Services, as appropriate. Should a VCUPD equipment event occur after normal business hours, the VCUPD Supervisor or Designee shall submit a ticket to VCUIT Support Services and email VCUPD-IT to advise of the incident and ticket submission. Should a VCUPD network event occur after normal business hours, the VCUPD Supervisor or Designee shall call the on-duty VCU Network Engineer at 804-828-1802. VCUPD ECC shall follow manual back-up procedures as needed.

### **3. Level III:**

When a Tier III issue occurs, the VCUPD ECC Supervisor or Designee shall report the issue to the VCUPD internal technical support team to diagnose the issue, and to ensure the issue is not network-related, and to make notifications to the City CAD Team as follows: If the issue occurs during normal business hours and

is a Tier III issue, the VCUPD ECC Supervisor or Designee shall contact the City CAD Team immediately. If the event occurs after normal business hours, the VCUPD ECC Supervisor or Designee shall contact the on-duty City Department of Emergency Communications' communications supervisor who will follow the City's normal procedures for CAD issues, and notify the on-call City CAD Team member. The City CAD Team member will contact the designated VCUPD employee directly to resolve the issue. The City CAD Team shall make the determination whether to escalate the matter to the necessary third-party software company for additional support.

If the VCUPD ECC Supervisor or Designee determines that the issue is equipment or otherwise not CAD related, they shall report the non-CAD issue directly to the VCUIT support team. Should the non-CAD issue occur during normal business hours (Monday-Friday, 0800-1700 hours) the VCUPD Supervisor or Designee should call or email VCUPD-IT, or both, and VCUPD-IT will investigate and resolve or submit a ticket to VCUIT Support Services, as appropriate. Should a VCUPD equipment event occur after normal business hours, the VCUPD Supervisor or Designee shall submit a ticket to VCUIT Support Services and email VCUPD-IT to advise of the incident and ticket submission. Should a VCUPD network event occur after normal business hours, the VCUPD Supervisor or Designee shall call the on-duty VCU Network Engineer at 804-828-1802. VCUPD ECC shall follow manual back-up procedures as needed.

#### **ARTICLE IV. Backup Servers**

The City and the VCUPD may agree to work together to implement and maintain a backup server at the VCUPD site. The VCUPD will supply this server and be responsible for its maintenance.

#### **Section V. Term**

This MOU shall commence upon the date of signature by the City's Chief Administrative Officer below, and shall continue in effect for a period of five (5) years. The term of this MOU shall be automatically renewed at the end of the five year period for a period of one year, and in a like manner in succeeding years, unless either party notifies the other, in writing, at least ninety (90) days prior to the end of the then-current term, that the party does not wish for the MOU to be renewed and intends for the MOU to terminate at the end of the then-current term.

#### **Section VI. Termination of MOU**

The City or the VCUPD may terminate this MOU for any reason by delivery of written notice to the other party of that party's intent to so terminate. Such

notice shall be delivered at least one hundred twenty (120) days' prior to the date of termination and shall otherwise be given in accordance with section IX herein.

If the VCUPD fails to comply with any terms of this MOU, the City may immediately terminate the MOU by delivery of written notice to VCUPD.

### **Section VII. Amounts Owed by VCUPD**

The VCUPD shall pay the City, for access to the SYSTEM, the following amounts:

- A. Fifteen percent (15%) of the SYSTEM's maintenance fee owed by the City to the necessary software company;
- B. Ten percent (10%) of any system upgrades, incurred by the City each fiscal year; and
- C. The total monthly cost for all modems and cellular service provided to VCUPD by the City (calculated monthly based on the total cellular modems provided by the City during that month).

The City shall submit an invoice to the VCUPD within ten business days of the effective date of this MOU, and again each year thereafter on the anniversary of the effective date throughout the term of this MOU. The VCUPD shall pay the City as follows: Net 45. The City agrees to accept those amounts as full compensation from VCUPD for VCUPD's access to the SYSTEM.

In the event of termination of this MOU, the VCUPD is still obligated to pay all amounts owed under this section VII for the City's fiscal year in which the termination of the MOU becomes effective. No refunds will be provided by the City and no pro-ration of fees will be allowed.

### **Section VIII. No Warranty**

The SYSTEM is provided without any warranty or condition, expressed or implied. The City specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. The VCUPD acknowledges that the SYSTEM may not operate totally without interruption and warrants that it shall maintain a manual system adequate to back up the SYSTEM should it become unavailable for use, either planned or unplanned. The City makes no representations, warranties, or guarantees regarding "up-time" for the SYSTEM. The City and the VCUPD both agree to pursue remedies through the necessary software company to all software problems arising from software provided by such company. Remedies for problems caused by circumstances outside of the necessary software company's control (including but not limited to network connection issues, user errors, and hardware failures) shall be pursued jointly by the City and the VCUPD.

## **Section IX. Notices**

Any written notice by either party to the MOU shall be sufficiently given by any one or combination of the following, whichever shall first occur: (i) delivered by hand to the last known business address of the person to whom the notice is due, (ii) delivered by hand to the person's authorized agent, representative or officer wherever they may be found or (iii) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery.

All notices to the City shall be directed to:

Director  
Department of Emergency Communications  
3516 N. Hopkins Road  
Richmond, VA 23224

All notices to VCUPD shall be directed to:

Communications Manager  
VCUPD Communications Department  
938-A W. Grace Street  
Richmond, VA 23284

## **Section X. Dispute Resolution**

All issues and questions concerning the construction, enforcement, interpretation and validity of this MOU, or the rights and obligations of the City and the VCUPD in connection with this MOU, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia. Any and all disputes, claims and causes of action arising out of or in connection with this MOU, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in a state court located in the city of Richmond, Virginia. The VCUPD accepts the personal jurisdiction of any court in which an action is brought pursuant to this article for purposes of that action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.

**Section XI. Modification**

This MOU may be amended or modified only by mutual agreement of the parties set forth in writing and signed by the authorized representatives of the VCUPD and the City. The City's Chief Administrative Officer is authorized to act on behalf of the City for purposes of amending or modifying this MOU.

**Section XII. Prior MOU between the Parties is Terminated**

Effective as of the date of signature by the City's Chief Administrative Officer below, the Memorandum of Understanding Computer-Aided Dispatch Interface User Agreement between the parties dated June 24, 2013, is hereby terminated.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed by the proper officers and officials intending thereby to be legally bound.

**For Virginia Commonwealth  
Commonwealth University Police  
Department:**

**For the City of Richmond:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Selena Cuffee-Glenn

Title: \_\_\_\_\_

Chief Administrative Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
Assistant City Attorney

**Approved as to Terms:**

\_\_\_\_\_  
Stephen Willoughby  
Director of Emergency Communications