AN ORDINANCE No. 2017-002

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

Patron – Mayor Stoney

Approved as to form and legality by the City Attorney

PUBLIC HEARING: FEB 13 2017 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 User Agreement between the City of Richmond and the Richmond Ambulance Authority for the purpose of allowing the Richmond Ambulance Authority to become an operational user of the Department of Emergency Communications' computer-aided dispatch and mobile data communications systems and facilitating interoperability between the City and the Richmond Ambulance Authority. Such agreement shall be

AYES:	9	NOES:	0	ABSTAIN:	
ADOPTED:	FEB 13 2017	REJECTED:		STRICKEN:	

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**



JAN 3 2017 4-6109 Chief Administration Office City of Richmond

1	O&R REQUEST	
DATE:	December 12, 2016	EDITION: 1
TO:	The Honorable Members of City Council	
THROUGH	The Honorable Levar M. Stoney, Mayor	
THROUGH:	Selena Cuffee-Glenn, Chief Administrative Officer	5
FROM:	Stephen Willoughby, Director of Emergency Communicati	ons on way
	Jackie Crotts, Deputy Director of Emergency Communication	ions July In Cut
	Bill Hobgood, Project Manager, Public Safety Team DIT	R.D.Holzan
RE:	Computer-Aided Dispatch Interface User Agreement	RECEIVE
ORD. OR RI	ES. No	JAN 0 6 2017
PURPOSE:		OFFICE OF CITY ATTORNE

PURPOSE:

To authorize the Chief Administrative Officer to execute, on behalf of the City of Richmond, a Computer-Aided Dispatch User Agreement with Richmond Ambulance Authority in the operation and use of the Computer-Aided Dispatch and Mobile Data Communications Systems.

REASON:

Section 6 of Chapter 431 of the 1991 Acts of Assembly of Virginia authorizes Richmond Ambulance Authority (RAA) to make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers.

Section 2-728 of the Code of the City of Richmond (2015) designates the City's Department of Emergency Communications (DEC) 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, opera-

O&R Request

Page 2 of 3

tion, maintenance and coordination of all emergency radio and telephone communications systems for the City.

The DEC and RAA are committed to a program byway of the Computer-Aided Dispatch User Agreement, pursuant to these authorities, for joint use of the DEC Computer-Aided Dispatch (CAD) and Mobile Data Communications (MDC) systems. The goal is to achieve interoperability between all public safety agencies within the City's jurisdictional boundaries.

RECOMMENDATION:

The City Administration recommends adoption of this ordinance.

BACKGROUND:

While RAA headquarters are located within the City of Richmond jurisdictional boundaries, and RAA is responsible for emergency medical responses to events within the City of Richmond jurisdictional boundaries, all 9-1-1 calls for service are routed to and answered by the City. RAA is a secondary public safety answering point for the E-911 telephone system for the City of Richmond. The CAD systems operated by DEC and RAA are disparate and limited in the ability to share information between these agencies.

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

The Chief Executive Officer of RAA and the Director of DEC agree that it would be beneficial for RAA to become an operational user of the DEC CAD system, the purpose of which is to provide communications support to public safety activities within the City of Richmond jurisdictional boundaries.

FISCAL IMPACT / COST:

No additional cost to operations budget of DEC. RAA shall be responsible for providing the required workstations and securing required maintenance agreements directly from the necessary software company for the required workstation software and interfaces to RAA business systems.

FISCAL IMPLICATIONS: None

BUDGET AMENDMENT NECESSARY: NO

REVENUE TO CITY: None

DESIRED EFFECTIVE DATE: Upon adoption

O&R Request

Page 3 of 3

REQUESTED INTRODUCTION DATE: January 9, 2017

CITY COUNCIL PUBLIC HEARING DATE: February 13, 2017

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.: None

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 USER AGREEMENT

Between[®]

The City of Richmond

and

Richmond Ambulance Authority

This agreement (the "MOU") is made and entered into by the City of Richmond (the "City") and Richmond Ambulance Authority ("RAA"), pursuant to Ordinance No. 2017adopted on _______, 2017 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 RAA is recognized as the user agency.

Section I. Purpose

The purpose of this MOU is to enter into an agreement to enable RAA to utilize the City's 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 (the "MDC") (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 the City and RAA and increase the effectiveness of the overall public safety call-taking and dispatch processes.

Section II. Background

The City and RAA are seeking to provide a means for RAA 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 RAA to be an operational user of the City's CAD.

The City is the administrator of the CAD, RAA desires to utilize the aforementioned CAD, and the parties hereto wish to enter into this MOU pursuant to which the City will authorize RAA access to the CAD 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.

Section 6 of Chapter 431 of the 1991 Acts of Assembly of Virginia authorizes RAA to make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the execution of its powers.

Section III. Responsibilities and Obligations

While RAA headquarters are located within the City of Richmond jurisdictional boundaries, and RAA is responsible for emergency medical responses to events within the City of Richmond jurisdictional boundaries, all 9-1-1 calls for service are routed to and answered by the City.

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

In consideration of the mutual agreements herein contained, the parties hereto agree as follows:

ARTICLE I. City Responsibilities under this MOU

A. The City shall provide and manage the server hardware, server operating system, server software (CAD application), databases, system administration, and necessary interfaces for the operation of the CAD.

B. The City will maintain a maintenance contract for the servers, server software, and the hardware necessary for the operation of the CAD.

C. 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.

D. 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.

E. The City shall establish and maintain a protocol for the diagnosis and correction of errors in the SYSTEM. The City shall establish and coordinate user

groups among the external agencies that utilize the SYSTEM to facilitate communication, direction, and problem solving.

F. The City will carefully consider and evaluate all requests, suggestions and recommendations regarding the SYSTEM that RAA presents in writing to the City in accordance with Section III, Article II, subsection (E). Requests considered to be "day-to-day" or routine operation related requests will be administered by the City or RAA in accordance with Section III, Article II, subsection (E) below.

G. The City shall pay for the initial development and licensing of the interfaces required between the SYSTEM and RAA's third party business applications from the necessary software company. These interfaces include:

- 1. Patient Transfer Management Software license
- 2. I/CADLink license for the Zoll interface
- 3. Edge Frontier license for the Bi-directional CAD-MARVLIS interface

H. The City shall also pay the necessary software company for these additional deliverables related to the development and licensing of the interfaces listed in (G) above:

- 1. Interface Control Document (ICD) for CAD-MARVLIS Interface
- 2. Project Management Services On-site and remote
- 3. CAD Implementation Services from Intergraph
- 4. CAD Interfaces Implementation Services from Intergraph
- 5. Training for Patient Transfer Management Module On-Site
- I. The CITY will purchase first year maintenance for the following products at the following annual amounts (subject to potential increase at the software company's discretion):
 - 1. I/CADLink product for the Zoll interface @ \$2,304.00
 - 2. Edge Frontier Bi-directional CAD-MARVLIS interface @ \$4,600.00
 - 3. Patient transfer management software @ \$16,228.00

The CITY will <u>NOT</u> provide funding for maintenance & support of these three products beyond the first year. The CITY will <u>NOT</u> provide funding for any upgrade costs for these three products.

J. The CITY has already provided RAA with funding for the acquisition of four (4) workstation client licenses through a previous grant contract. RAA is responsible for costs of obtaining support from the software vendor for those licenses already purchased by RAA.

- K. RAA made the decision to continue the use of RAA's existing mobile data computer hardware and software within the SYSTEM. The CITY is not responsible for support of RAA's mobile data hardware, software, or wireless network. The CITY will assist RAA staff in troubleshooting issues relating to the exchange of data to and from the CAD if the CAD, its interfaces, or if the fiber network connection is suspected to be the problem.
- L. The CITY has licensed and configured the CAD's SQL database to operate in an "Always On" mode. RAA will have real time "read-only" access to the CAD's SQL database resident on the City's secondary database server.
- M. The City's CAD Team will notify RAA of any planned downtime, outages, or scheduled maintenance at the same time the City's Department of Emergency Communications is notified.

ARTICLE II. RAA Responsibilities under this MOU

A. <u>Workstation and Software</u>

RAA shall be responsible for providing the required workstations and workstation client software. The workstations shall be located in Richmond, VA. The workstation software shall be compatible with the software operating on the City's server to enable access to the CAD and the SYSTEM. The workstation hardware and software shall conform with the minimum requirements established by the CAD software vendor and in use by the City. RAA shall procure maintenance agreements directly from the necessary software company for the software installation on the equipment used by RAA to access the SYSTEM.

RAA shall be responsible for the purchase of any additional client licenses.

RAA shall be responsible for maintaining a current maintenance and support contract with the necessary software company for all client licenses in use by RAA.

RAA shall be responsible for maintaining a current maintenance and support contract with the necessary software company for the interface products specific to RAA after the first year of use. In accordance with section III, Article I, subsection (I) above, the City has funded first year maintenance from the software vendor for certain products. RAA shall be responsible for upgrade costs associated with the interface products specific to RAA set forth in section III, Article I, subsection (G) above.

RAA shall be responsible for all maintenance, support, and upgrade costs of any third party business applications specific to RAA including MARVLIS, Zoll, and any other third party business applications RAA may utilize which require use of CAD data. RAA shall be responsible for the maintenance and support of RAA mobile data computers, RAA's mobile data software, and the wireless network used to facilitate communications between the RAA mobile data computers and RAA's host mobile data server(s).

RAA shall be responsible for the administration of the Patient Transport Management software application with oversight from and the necessary permissions provided by the City's CAD Team.

RAA shall be responsible for administration of RAA's agency-specific data in accordance with section III, Article II, subsection (E) below.

At the time of the execution of this MOU, the necessary software company is Intergraph Corporation d/b/a Hexagon Safety & Infrastructure. The City shall notify RAA, with not less than six months' notice, of any intent to change the software company.

B. Support – Reporting Issues to the City

The City, through the City's Department of Emergency Communications, will provide support for certain CAD issues experienced by RAA with a multi-tiered support system when such issues are reported by RAA 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 section III of this MOU. RAA 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 RAA's CAD workstations. The administrative rights must allow the City's CAD Core Team members to perform the required maintenance, or troubleshooting processes, or both, remotely. Before reporting any issue to the City, RAA shall ensure the network connection is working properly; RAA's staff will verify the CAD network hardware has power and the SYSTEM servers can be pinged from the RAA CAD workstations. RAA shall report any CAD issues experienced by RAA to the City's Department of Emergency Communications by sending an email to icadsupport@richmondgov.com. After normal working hours, if the matter is critical, the RAA should also notify the City's Department of Emergency Communications' communications supervisor via telephone by calling (804)646-5110 and requesting that a member of the City's CAD Team be contacted.

C. <u>Connection to Network</u>

The City has extended City-owned fiber into RAA's facility located at 2400 Hermitage Road to facilitate network connectivity between the RAA's CAD workstations and the City's CAD servers. The City will be responsible for maintenance and support of the fiber-based connection. The City will maintain the existing backup connections, currently in use, in the event of a primary network failure.

D. Dissemination of Information

RAA shall abide by all federal and state laws and regulations relating to the collection, storage, retrieval, and dissemination of criminal justice information. . The parties may only disseminate information entered into the SYSTEM when required to disclose such information by applicable law or by order of a court of competent jurisdiction.

RAA may, for reporting purposes, release RAA's agency-specific data. The City's CAD Team has created SQL database read-only views to enable RAA to retrieve only RAA's agency-specific data for such reporting purposes.

E. Completeness, Accuracy, Submission, and Security

RAA shall be responsible for the accuracy, timeliness, and completeness of information entered into or through the SYSTEM. RAA shall make a good faith effort to maintain the integrity of the interfaces listed in Section III, Article I (G) herein. The City's CAD Team has enabled SYSTEM permissions for the RAA Director of Communications to process requests for additions, changes, or deletions to RAA's agency-specific database tables including personnel, vehicles, and units. Using this granted access to the SYSTEM, the RAA Director of Communications may extend these permissions to other RAA staff as required, subject to the provisions of this MOU. The option to create "Special Situation" notations tied to a specific address is an enabled feature for RAA CAD users in the SYSTEM.

Any requests for additions, changes, or deletions to other agency-specific database tables that could have an impact to other SYSTEM agencies, including but not limited to event types, commonplace location index, special addresses, response plans, and address points may be requested by RAA by submitting them in writing to the City's CAD Team via e-mail at icadsupport@richmondgov.com. The City's CAD Team shall acknowledge each request within five business days and will make a good faith effort to process routine requests for table maintenance quickly (usually within one to two business days).

Any work requiring changes to the SYSTEM production environment must be presented to the City's DIT "Change Advisory Board" as a Change Control Request by a member of the City's DIT Public Safety Team. The Change Control Request must include a complete step-by-step process of how to implement the change, identify the person who will complete each step of the process, set forth recovery procedures, and state a specific time frame to implement the change. Any work requiring approval of the "Change Advisory Board" will require five additional business days for processing, contingent upon the approval of the request by the "Change Advisory Board."

The City's CAD Team will analyze more complex requests and evaluate the level of effort required to implement requests while considering other work that has been prioritized for the City's CAD Team. Complex requests shall follow the City's DIT Governance Steering Committee procedures as determined by the City's DIT Project Manager for Public Safety. The City must respond to all requests, suggestions and recommendations regarding the SYSTEM, presented in writing by RAA, within 30 calendar days of the City's receipt of the request, suggestion or recommendation.

RAA will be responsible for paying costs to the necessary software company for any requested enhancements, upgrades, and sustaining services specific to RAA if the City's CAD Team is unable to provide these services.

RAA shall make all reasonable efforts to protect the security of information contained in the SYSTEM data accessible to RAA personnel and third parties under RAA's supervision.

RAA agrees that RAA personnel and third parties under RAA's supervision will be bound by published security policies established by the City's Department of Information Technology for access to the City's network and the SYSTEM. The published policies can be found on the City's Internet website at <u>www.richmondgov.com/HumanResources/AdminRegulations.aspx</u>. The City will provide RAA with written notice in the event the published policies available at the City's Internet website are updated or revised.

F. <u>Training</u>

RAA shall train their personnel accessing the SYSTEM according to the latest training documentation available for the current SYSTEM version provided by the SYSTEM's software company. RAA represents and agrees that all persons operating the SYSTEM on behalf of RAA 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. <u>Establishing Tier Level Support for CAD</u> <u>Workstation and MDC Issues</u>

A. DEFINITIONS

1. Tier I: Is defined as an issue where a single CAD desktop workstation or a single mobile data computer has experienced a malfunction, while all other CAD desktop workstations or mobile data computers are functioning properly. RAA internal technical support team shall analyze and diagnose the issue to determine if the issue is isolated to one unit,

Page 7 of 12

rendering it a Tier I issues, 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 RAA internal technical support 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 RAA CAD positions or mobile data computers, or both. A failure or disruption of at least 50% of the SYSTEM would require a Level III response.

B. Tier Level Response Agreement Plan

1. Level I:

When a Tier I issue occurs and a single RAA workstation or mobile data computer is inoperable, RAA shall immediately switch to a designated spare workstation until the situation is resolved by the RAA internal technical representative responsible for support. If the RAA internal technical representative is unable to resolve the issue and determines that the issue is a CAD related issue, RAA shall report the issue directly to a City CAD Team member during normal business hours (Monday-Friday, 0900-1700 hours). City CAD Team members shall not be called for a Tier I issue after normal business hours.

2. Level II:

When a Tier II issue occurs, RAA shall report the issue to the RAA internal technical support team to diagnose the issue. If the RAA internal technical support team representative confirms that the issue is a CAD problem and it is after normal business hours, RAA shall contact the on-duty City Department of Emergency Communications' communications supervisor at 804-646-5110. The City Department of Emergency Communications' communications' communications supervisor will notify the on-call City CAD Team member. The City CAD Team member will contact RAA upon notification. Should the event occur during normal business hours (Monday-Friday, 0900-1700 hours) RAA shall contact the City CAD Team to resolve the issue.

3. Level III:

When a Tier III issue occurs, RAA shall report the issue to the RAA internal technical support team to diagnose the issue and to ensure that the issue is not network-related. RAA staff will verify CAD network hardware has power and the SYSTEM servers can be pinged from the RAA CAD workstations. If the issue occurs during normal business hours and is a Tier III issue, RAA

shall contact the City CAD Team immediately. If the event occurs after normal business hours, RAA 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 RAA 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. RAA shall provide resources to work with the appropriate vendors that supply products specific to the RAA operation on the CAD, including but not limited to MARVLIS and Zoll.

ARTICLE IV. BACKUP SERVERS

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

ARTICLE V. UPGRADES

The City shall provide RAA with no less than 120 calendar days notice of the implementation of any planned SYSTEM upgrade.

RAA shall provide the City with no less than 180 calendar days notice of any request for an upgrade to any third party business application specific to RAA, and such request must otherwise follow the procedures set forth in Section III, Article II, subsection (E) herein.

Section IV. TERM

This MOU shall commence upon the date of signature by the City's Chief Administrative Officer below, and shall continue in effect for an initial period of two (2) years. The term of this MOU shall be automatically renewed at the end of the initial two-year period for a twelve month period, and in a like manner in succeeding years, unless either party notifies the other, in writing, at least one hundred eighty (180) calendar 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 V. TERMINATION OF SERVICES

The City or RAA may terminate this MOU 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 eighty (180) calendar days prior to the date of termination and shall be otherwise given in accordance with section VII herein.

If RAA fails to comply with any terms of this MOU, the City may terminate the MOU by delivery of written notice to RAA. Such notice shall be delivered at least ten calendar days prior to the date of termination, shall specify RAA's noncompliance with the terms of the MOU, and shall otherwise be given in accordance with the requirements of this MOU for the delivery of notices. If RAA cures the noncompliance to the City's satisfaction during this ten calendar day period, as indicated in writing to RAA, then the City's notice of termination shall be deemed null and void.

Upon termination of this MOU for any reason, a copy of all RAA data stored in the SYSTEM will be provided to RAA.

Section VI. 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. RAA 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 RAA 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 RAA.

Section VII. 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 RAA shall be directed to:

Chief Executive Officer Richmond Ambulance Authority 2400 Hermitage Road Richmond, VA 23220

Section VIII. 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 RAA 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. RAA 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 IX. 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 RAA and the City. The City's Chief Administrative Officer is authorized to act on behalf of the City for purposes of amending, modifying, or terminating this MOU.

IN WITNESS WHEREOF, the parties have caused this MOU to be duly executed intending thereby to be legally bound.

For Richmond Ambulance Authority: For the City of Richmond:

By:	Ву:		
Name: Chip Decker	Selena Cuffee-Glenn		
Title: Chief Executive Officer	Chief Administrative Officer		
Date:	Date:		
Approved as to Form:	Approved as to Form:		

Page 11 of 12

RAA Legal Counsel

Assistant City Attorney

Approved as to Terms:

Stephen Willoughby Director of Emergency Communications