

**MEMORANDUM of AGREEMENT
for ZOLL DATA SYSTEMS FIRE RECORDS MANAGEMENT SYSTEM INTERFACE**

THIS MEMORANDUM of AGREEMENT is entered into between Clark Regional Emergency Services Agency ("CRESA") and the City of Camas, Washington ("City").

WHEREAS, the Camas Fire Department and Camas Ambulance has purchased and uses the Zoll Data Systems Fire Records Management System (RMS) which is installed on a server owned by and located within departments of the Camas Fire Department and Camas Ambulance; and,

WHEREAS, CRESA's CAD System (CAD) is installed on servers owned by and located at CRESA; and,

WHEREAS, the Camas Fire Department and Camas Ambulance wish to interface the two systems so that data information for all calls for fire and emergency medical services dispatched to the Camas Fire Department and Camas Ambulance is passed from CAD to RMS and, CRESA's CAD vendor is able to process the aforementioned request;

NOW, THEREFORE, in consideration of the Parties' obligations in this Memorandum of Agreement, the Parties agree:

1. General Agreement

The purchase, maintenance, repair, and replacement of all software and equipment necessary to utilize the RMS system is the sole responsibility of the Camas Fire Department and Camas Ambulance. In the event any changes are made to the CAD system, the Camas Fire Department and Camas Ambulance are responsible for the costs associated for ensuring the RMS system works as it did prior to the changes. When possible, CRESA and CAD vendor will not alter the system requirements without 30 days advance written notice.

CRESA will bill the Camas Fire Department and Camas Ambulance for any additional fees charged to CRESA by CRESA's CAD vendor for the RMS interface.

2. CAD System/CRESA Limitations

CRESA is not responsible for the limitations of the CAD system, connectivity equipment and services, or software.

The CAD system is occasionally taken out of service for upgrade or maintenance which may affect the interface. The Camas Fire Department and Camas Ambulance will be notified in advance regarding these planned events.

Requests from the Camas Fire Department and Camas Ambulance to restore the CAD interface will be responded to only during regular business hours, Monday through Friday 0800-1700 hours. System-wide failures will be corrected 24 hours a day, seven days a week.

3. **Payment**

The City shall pay CRESA on or before thirty (30) days following the receipt of CRESA's invoices pursuant to this Agreement.

4. **Indemnification**

The City shall defend, indemnify and hold CRESA, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of CRESA.

5. **Limitation of Liability**

CRESA's total liability for any and all damages whatsoever arising out of or in any way related to this Agreement, from any cause, shall not exceed the total of the City's (Camas Fire Department and Camas Ambulance) annual fees under this agreement.

6. **Insurance**

The City shall maintain the following insurance and minimum limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

7. **Term of Agreement/Termination**

This Memorandum of Agreement shall become effective upon the date of the last authorized signature of the parties and shall have an initial term through May 9, 2011. The Agreement shall continue from year to year thereafter unless either party provides the other party with not less than ninety (90) calendar days written notice that they intend not to renew the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Agreement on this 24th day of February, 2011.

CITY OF CAMAS, WASHINGTON

**CLARK REGIONAL EMERGENCY
SERVICES AGENCY**



Signature



Signature

Paul Dennis

Name (Typed or Printed)

Thomas R. Griffith

Name (Typed or Printed)

Mayor

Title

Director

Title

Approved as to Form:



Signature

Roger D. Knapp

Name (Typed or Printed)

City Attorney

Title

Approved as to Form:



Signature

Lawrence Watters

Name (Typed or Printed)

Deputy Prosecuting Attorney

Title