

**Memorandum of Agreement for the Installation and Use
of Intergraph Applications for CRESA's Intergraph CAD System**

This is a Memorandum of Agreement for the installation and use of Intergraph applications for Clark Regional Emergency Services Agency's ("CRESA") Intergraph CAD System ("CAD System"), entered into between CRESA and East County Fire & Rescue ("User").

WHEREAS, CRESA purchased the Intergraph CAD System, which was implemented on May 10, 2010, and the initial licenses and first year maintenance for all Intergraph CAD applications; and,

WHEREAS, CRESA agrees to provide User access and use of Intergraph CAD System applications on the conditions set forth herein to East County Fire & Rescue; and,

WHEREAS, the purchase of personal computers, related hardware, and connections to the CAD servers residing at 710 West 13th Street, Vancouver, Washington, 98660-2810 to be used in conjunction with the CAD System are the sole responsibility of User, and the maintenance, repair, and replacement of all User equipment and LAN or wireline connections from the User CAD terminal site to CRESA's CAD servers are the sole responsibility of User; and,

WHEREAS, User is responsible for the annual maintenance of the Intergraph CAD applications it uses and the purchase of additional licensing as needed;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein it is agreed as follows:

1. PURPOSE

The purpose of this Agreement is to define the rights and duties of the parties for the installation and use of Intergraph Applications for CRESA's Intergraph CAD System.

2. ORGANIZATION

The administrator for CRESA's Intergraph CAD System shall be the Director or appointed designee. The Fire Chief of East County Fire & Rescue shall be the responsible administrator ensuring this Agreement is adhered to within their organization.

3. SCOPE OF SERVICES

Upon execution of this Agreement User has permission to download, install, and use the following Intergraph CAD applications:

I/NetViewer I/Mobile I/Informer

A. Access. CRESA shall provide User access to the approved Intergraph CAD applications checked above. CRESA reserves the right to restrict levels of access dependent on type of agency, agency's needs, and CAD system limitations. Additional Intergraph CAD applications

may be approved and added to this Agreement through written amendments. User must have access to the County LAN to use the Intergraph products.

B. Purchase and Maintenance. CRESA purchased the initial licenses and first year maintenance for all Intergraph CAD applications. This purchase includes 100 concurrent I/NetViewer licenses, 200 concurrent I/Mobile licenses, and one I/Informer site license with unlimited clients. User's financial responsibility is as follows.

a. I/NetViewer: CRESA will use the Allocation Formula to determine each user's share of the annual I/NetViewer maintenance; the equation is as follows.

- Annual I/NetViewer maintenance multiplied by User's Allocation Formula Percentage equals the amount due by User.

b. I/Mobile: Annual I/Mobile maintenance costs will be configured using the Allocation Formula. The formula is below.

- The Allocation Formula Percentages of those agencies not using I/Mobile will be totaled and divided by the number of agencies using I/Mobile. This new percentage will be added to the participating agencies' Allocation Formula Percentage and become their Revised Allocation Formula Percent.
- Annual I/Mobile maintenance will be multiplied by User's Revised Allocation Formula Percentage. The result is the amount due by User.

c. I/Informer: There is no charge to User for the use of I/Informer.

d. Additional Licenses: CRESA will monitor the use of Intergraph applications. If CRESA determines additional concurrent licenses are needed for I/NetViewer or I/Mobile to meet the needs of CRESA user agencies, CRESA will purchase the additional licenses. CRESA's Technical Services Division will bill User using the Dispatch User Allocation Percentage for User's share of the purchase of additional concurrent licenses. All purchases of Intergraph software shall be made through CRESA. User is responsible for any on-going costs or annual maintenance fees for the Intergraph CAD applications it uses.

C. Product Access and Installation. CRESA will provide User with the intranet links to access the Intergraph products and installation guides. Upon request a CD/DVD with the products and installation guides will be provided. On-site technical assistance will be charged to the User at CRESA's current CAD shop rate.

CRESA's Technical Services Division will need the IP address for systems using I/Mobile or I/Informer.

User logon identifications necessary for use of the Intergraph CAD applications will be provided by CRESA.

CRESA must be notified by May 9th if User decides to no longer use any of the Intergraph products.

D. Training. CRESA will provide User with written training documentation for the operation of Intergraph CAD applications. Upon request CRESA will provide on-site train-the-trainer training sessions for the operation of Intergraph CAD applications. The User will be charged CRESA's current CAD shop rate. Training sessions will be limited to no more than 6 persons per session.

4. **SECURITY**

To maintain CAD system integrity, security and operational efficiency, User must ensure Intergraph CAD applications are only accessed by User's employees, trained in the application's use, and who follow all CRESA policies regarding the use of information obtained from the CAD System.

5. **CAD SYSTEM/CRESA LIMITATIONS**

- A. CRESA is not responsible for limitations of the Intergraph CAD System, connectivity equipment and services, or software.
- B. The Intergraph CAD System is occasionally taken out of service for upgrade or maintenance. User will be notified in advance regarding these planned events.
- C. On occasion, unplanned degradation of the CAD System occurs and is beyond the control of CRESA. CRESA and its contractors will work as quickly as possible to restore service.
- D. Access to the CAD System under this Agreement is subordinate to CAD operation at CRESA. To prevent CAD operation degradation for dispatch operations, User may be requested to close all sessions of Intergraph CAD applications within the agency. Upon receiving such a request to close all CAD applications, User agrees to immediately comply with the request.
- E. Requests from User to restore CAD operation 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.

6. **COMPENSATION**

User shall reimburse CRESA for software license fees and annual maintenance charges as follows:

- A. User is responsible for the purchase of required software licenses, any software maintenance charges, and any software upgrade charges for each Intergraph CAD application it uses. All required software related purchases will be done by CRESA on behalf of the User. CRESA will invoice User for its financial obligation for the CAD applications as described in Section 3.B./Purchase and Maintenance.
- B. On-site installation of Intergraph products by CRESA will be billed to User at CRESA's current CAD shop rate.
- C. Train-the-trainer training sessions will be billed to User at CRESA's current CAD shop rate.

7. **BILLING AND PAYMENT PROCEDURE**

CRESA shall bill User for its share of software license purchases and annual maintenance fees for the Intergraph CAD applications on June 1st, annually. CRESA will bill User for any additional CAD software licenses and associated maintenance fees purchased throughout the year upon CRESA's receipt of the vendor invoice. User will be billed by CRESA on the 1st of the month for any charges incurred for on-site technical assistance or training sessions during the previous month. User shall pay on or before 30 days.

20. **INTERPRETATION**

The terms and conditions of this Agreement shall be liberally construed in accordance with the general purposes of this Agreement.

21. **ASSIGNING AND SUCCESSORS**

If CRESA and/or User assign their duties as communication provider to another entity, such entity shall be responsible for performance of this Agreement as provided herein.

22. **SURVIVAL**

Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

DATED this 21ST day of APRIL, 2011.

EAST COUNTY FIRE & RESCUE

CLARK REGIONAL EMERGENCY SERVICES AGENCY





Signature

Signature

Scott Koehler
Name (Typed or Printed)

Thomas R. Griffith
Name (Typed or Printed)

Fire Chief
Title

Director
Title

Approved as to Form:

Approved as to Form:





Signature

Signature

SCOTT KOEHLER
Name (Typed or Printed)

Lawrence Watters
Name (Typed or Printed)

FIRE CHIEF
Title

Deputy Prosecuting Attorney
Title