

**MEMORANDUM OF UNDERSTANDING CONCERNING OUT OF
COUNTY TEXT NOTIFICATION AND HOLD HARMLESS**

Between

AND

Berks County through its Department of Emergency Services

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made by and between the **COUNTY OF BERKS**, Pennsylvania (“Berks County”), through its **DEPARTMENT OF EMERGENCY SERVICES** (“Berks DES”) and _____ (“Agency”);

WHEREAS, Berks DES operates a Computer Aided Dispatch (CAD) System used to manage the operations of its public safety answering point;

WHEREAS, The Agency assists on emergency responses located within the borders of Berks County at a level of frequency significant enough to justify special handling of requests for its assistance;

WHEREAS, the Agency desires such special handling;

WHEREAS, at least one Berks County–based emergency response entity has requested such special handling through endorsement of the Agency’s application for same;

WHEREAS, Berks DES has developed a process, CAD Text Notifications (“System”), by which the Agency can receive pre-mobilization alerts to allow the Agency’s personnel to take certain limited actions, as the Agency may deem necessary, in preparing to mobilize to provide assistance in the event the Agency is dispatched by the Agency’s primary dispatch point;

NOW, THEREFORE, in consideration of mutual promises and agreements contained herein, the Parties agree as follows:

A. Joint obligations of the Parties:

1. The Parties shall communicate and cooperate with each other to achieve a successful implementation of the System.
2. Neither Party shall seek payment of the costs associated with implementation of the System from the other Party.
3. The Parties shall ensure that this agreement is executed by an individual who has the authority to legally bind the entity for which the signature is being applied.

B. Berks County obligations through its Berks DES:

1. Berks County/Berks DES will prepare policies and procedures as it may deem necessary to achieve the goals of this agreement and will make reasonable efforts to communicate same to the Agency and other interested stakeholders.
2. Berks County/Berks DES will make reasonable efforts to apprise the Agency of risks related to the use of the System.
3. Berks County/Berks DES will operate the System as per described intent to achieve, to the extent practical, the desired objectives.

C. Agency obligations:

1. The Agency acknowledges and affirms the following:
 - i. The intent of the System is to provide best effort pre-mobilization awareness of calls.
 - ii. Much of the System is outside of the control of Berks DES.
 - iii. Calls for service communicated through the System may not result in an actual dispatch.
 - iv. No recalls or modifications to responses will be made through the System.
 - v. Dispatches may result without a notification from the System.
 - vi. Mobilization based on a notification from the System may place the Agency and/or its personnel at risk of physical harm or liability.
2. The Agency shall clearly communicate the risks and limitations of the use of the System to its employees and agents by:
 - i. Developing and enforcing internal policies supporting these concepts and ensuring its personnel follow any County-developed policies/procedures related to the System.
3. The Agency shall indemnify and hold harmless the County, and its employees, agents, and elected officials from any and all claims and liability related to this memorandum of understanding or the Agency's and its employees' and agents' use of the System or actions taken based on information from the System. This includes any claims or liability premised upon the alleged omissions or negligence of the County.

D. Term

This MOU shall be effective on the date of the final signing Party and shall continue indefinitely, unless terminated pursuant to Section G below.

E. Notices

1. Upon execution of this MOU, the Agency will provide, on a form designated by Berks DES, a single point of contact for addressing any interagency issues that may arise under the terms of this MOU, and to whom notices provided or required hereunder shall be delivered.
2. Upon any change in contact information, the Agency will notify Berks DES and provide an updated list of staff contacts to facilitate communication and to resolve

issues as they may arise and will assign appropriate staff to serve as a single point of contact should any personnel changes occur.

F. Disputes

If any dispute or issue of non-performance arises under this Agreement, the parties agree to resolve the issue at the lowest management level of each Party. In the event the issue remains unresolved, the Parties agree to immediately escalate the issue to upper-level management for their consideration. In all events, the Parties will negotiate, in good faith, a mutually agreeable solution.

G. Termination

Any Party may terminate this MOU at any time by providing written notice to the other Party if the terminating Party determines it is in its best interest to terminate this MOU.

H. Non-assignment

No Party may assign any rights or interests nor delegate its duties under this MOU, in whole or in part, without the express prior written permission of the other Party. Without such written permission, any attempted assignment or delegation shall be wholly void and ineffective for all purposes.

I. Entire Agreement

This MOU contains the entire agreement among the Parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This MOU supersedes any and all previous agreements related to the System, whether written or oral, between or among the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused these actions to be executed individually or by appropriate authorized officers on the date and year below written.

**COUNTY OF BERKS
ON BEHALF OF ITS DEPARTMENT
OF EMERGENCY SERVICES:**

AGENCY:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____