

**MEMORANDUM OF UNDERSTANDING FOR
USE OF THE EVERBRIDGE ALERT SYSTEM
BETWEEN MONTANA STATE UNIVERSITY AND GALLATIN COUNTY**

Whereas, County has an agreement with Everbridge, Inc. for the provision of mass notifications (Community Notification System); and

Whereas, as residents of County, the University wishes to participate in the operation of the Community Notification System; and

Whereas, County wishes to fully utilize the Community Notification System capability for the benefit of all County residents; then

Therefore, the parties agree to the following:

I. PURPOSE

Montana State University (University) and Gallatin County (County) enter into this Memorandum of Understanding for the purpose of establishing the terms by which the University will be provided access to and use of the County's Community Notification System. This agreement shall be effective as of the date signed by all parties and shall continue through June 30, 2026 unless earlier terminated by one of the Parties.

II. COUNTY'S RESPONSIBILITIES

- a. County will grant access to the Community Notification System by adding select University employees as authorized Users in the Community Notification System (University Users).
- b. County shall provide training to University Users. County may meet this obligation by making the same training available to University Users as it provides its own employees.
- c. County shall not allow any further distribution of the data uploaded by the University, and shall limit access by its own employees and contractors within the Community Notification System to only Emergency Management Program Personnel with a legitimate need to know, and sworn public safety personnel.
- d. University Users shall have access to technical support commensurate with their system access.
- e. County will cooperate with the University in obtaining additional features from the Community Notification system provider, provided University pays its share of any additional cost for those features.

III. UNIVERSITY'S RESPONSIBILITIES

- a. University shall require University Users to attend and complete necessary training prior to allowing use of the Community Notification System.
- b. University shall require University Users to comply with the terms of use for the Community Notification System.

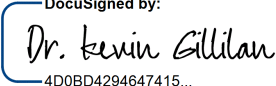
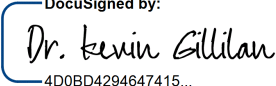
- c. University shall not allow any further distribution of data uploaded or maintained by the County, and shall limit access by its own employees and contractors within the Community Notification System to those with a legitimate need to know.
- d. University shall require University Users to comply with the terms of use for the Community Notification System.

IV. GENERAL TERMS

- a. The County and University shall confer to determine how many University Users are necessary to appropriately implement the system for the mutual benefit of the County and the University.
- b. The Parties agree to protect the confidentiality of any information obtained from the other Party in accordance with applicable state and federal laws.
- c. This MOU is governed by the laws of the State of Montana. The parties agree that any litigation concerning this MOU must be brought in the Eighteenth Judicial District Court in Gallatin County, Montana. Each party shall bear its own costs, fees, and expenses, including attorney fees, stemming from a dispute arising from or regarding this MOU.
- d. This MOU will remain in effect through June 30, 2026, unless terminated by either Party, with or without cause upon thirty (30) days written notice to the other party. Upon termination, all data uploaded or maintained by the University shall be removed from the system and University Users' access will be revoked.
- e. Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law. Each party agrees to maintain reasonable coverage for such liabilities either through commercial insurance or a reasonable self- insurance mechanism, and the nature of such insurance coverage or self-insurance mechanism will be reasonably provided to the other party upon request.
- f. This Agreement can be amended by mutual agreement of both parties. All amendments must be in writing and attached to this MOU.


MONTANA STATE UNIVERSITY

By: Kevin Gillilan
TITLE: Chief of Police

SIGNATURE:  DocuSigned by:
DATE:  4D0BD4294647415...

GALLATIN COUNTY

By: Patrick Lonergan
TITLE: Chief of Emergency Management and Fire

SIGNATURE:  DocuSigned by:
DATE:  B2150F1AB24B426...

ADDENDUM TO

MEMORANDUM OF UNDERSTANDING FOR USE OF THE EVERBRIDGE ALERT SYSTEM BETWEEN MONTANA STATE UNIVERSITY AND GALLATIN COUNTY

- I. Purpose: Add MN Pro incident communications package to the MOU for the Everbridge Alert System.

Montana State University (MSU) and the Gallatin County enter this Addendum for the purpose of establishing the terms by which MSU will be provided access to and use of the MN Pro incident communications package being purchased by the County. This addendum shall be effective as of the date signed by all parties and shall continue through June 30, 2026 unless earlier terminated by one of the Parties.

- II. County's Responsibilities:
- a. County will pay the original vendor for the services provided
 - b. County will grant access to the incident communications package
- III. MSU's Responsibilities
- a. MSU will reimburse the County for its portion of the expense each year. (\$5,962.68 plus one-time set up fee of \$441.00)

Montana State University

Gallatin County

By: Kevin Gillilan

By: Patrick Lonergan

Title: Chief of Police

Title: Chief of Emergency Management and Fire

Signature:

DocuSigned by:

Dr. Kevin Gillilan

Date:

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Signature:

DocuSigned by:

Patrick Lonergan

Date:

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