

KC 467-24
INTERLOCAL COOPERATIVE RAVE
EMERGENCY NOTIFICATION AND ALERTING SYSTEM USER AGREEMENT
BETWEEN KITSAP COUNTY AND NORTH KITSAP FIRE AND RESCUE

This Interlocal Cooperative Rave Emergency Notification and Alerting System User Agreement ("Agreement") is entered into between Kitsap County, through the Department of Emergency Management, a Washington state political subdivision ("County") and North Kitsap Fire and Rescue, a Washington state municipal corporation ("Agency").

RECITALS

WHEREAS, the County established the Kitsap County Department of Emergency Management ("KCDEM") as the local emergency management organization to provide emergency management services and programs to the residents of and on behalf of the County and cities within the County.

WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW, allows public agencies to enter into cooperative agreements to provide services more efficiently within their jurisdictions.

WHEREAS, as a result of County's solicitation No. 2020-144, the County executed contract KC-685-21 with Rave Wireless, Inc for an Emergency Notification and Alerting System ("Alert System") which is managed by the Department of Emergency Management ("KCDEM").

WHEREAS, the Alert System is a robust mass notification system used to send messages via multiple channels (SMS text messages, emails, social media, desktop alerts and telephone calls) to targeted groups when group notifications are required in the event of, or anticipation of, an emergency.

WHEREAS, KCDEM would like to make the Alert System available to other government agencies and KCDEM volunteer organizations for internal notification purposes in the event of, or anticipation of, an emergency subject to a User Agreement and the Agency's commitment to encourage employees to register for Kitsap County emergency public notification.

WHEREAS, providing our agency partners access to use of the Alert System will enable the agencies to rapidly mobilize their leadership and response teams to more effectively respond to emergencies and assist the County in activating and providing emergency response to save lives, reduce property damage, and/or protect the environment.

WHEREAS, authorizing the Agency to use the Alert System and expanding the Alert System's registered users effectively increases the County's ability to amplify life safety messaging and the County's efficiency in an emergency by expanding the efficiency of the Alert System.

WHEREAS, it is beneficial to the County and the public health, safety, and welfare to permit the Agency to utilize the features of the Alert System subject to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

- A. Access means the use of the Alert System provided to the Agency subject to the terms and conditions of this Agreement.
- B. Agency Emergency Manager means the person designated by the Agency to function as the Agency Emergency Manager and administrator of this Agreement for purposes of section 4.
- C. Authorized Use means the functions and capabilities an assigned User is authorized to perform as designated by the System Administrator.
- D. Data means the names, addresses, phone numbers and other relevant information needed to provide Emergency Notifications to Agency employees or volunteers.
- E. Emergency means in the event, or anticipation, of an event or set of circumstances which (a) demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken community overtaken by such occurrences; or (b) reaches such a dimension or degree of destructiveness as to warrant a local emergency proclamation or the governor to proclaim a state of emergency pursuant to RCW 43.06.010 or the County; or (c) in the event of critical staffing needs.
- F. KCDEM Director means the Kitsap County Department of Emergency Management Director or designee.
- G. Notifications means the messages via SMS text messages, emails, social media, desktop alerts and telephone calls using the Alert System to targeted groups in Emergencies.
- H. Software means the Alert System software provided pursuant to the KC-685-21 Rave Wireless, Emergency Notification and Alerting System
- I. System Administrator means the Kitsap County employee(s) designated by the KCDEM Director to manage the Alert System.
- J. User means the person(s) designated by the Agency to have Authorized Use of the Alert System, based on the Access provided and in compliance with the restrictions for the Authorized Use.

2. **PURPOSE.** The purpose of this Agreement is to provide for the joint and cooperative undertaking of the parties to make the Alert System available to the Agency for simultaneous communications, identify those persons responsible for administering the Alert System and define the responsibilities of the parties as contemplated in RCW 39.34.030.

3. **ORGANIZATION.** No separate legal or administrative entity is created by this Agreement nor do the parties intend to create through this Agreement a separate legal or administrative entity subject to suit.

4. **ADMINISTRATOR.** The KCDEM Director and Agency Emergency Manager or their respective designees will administer this Agreement for each party and meet as needed to discuss performance issues. Neither party is intending to assume responsibility or liability for the actions, or failures to act, of the other party and/or their respective employees. An administrator may be changed by providing written notice to the other party.

5. EFFECTIVE DATE. This Agreement will be effective when last executed by both parties and will remain in effect until terminated by either party.
6. FILING. Prior to its entry into force, this Agreement shall be filed with the Kitsap County Auditor's Office or, alternatively, listed by subject on the web site or other electronically retrievable public source in compliance with RCW 39.34.040.
7. COMPENSATION. The County is not requesting compensation from the Agency for Access and Use of the Alert System as there is no additional cost to the County for the same at this time. Should this change, the Agency has the option to terminate this Agreement and use of the Alert System or may choose to continue use of the Alert System and be assessed and pay the actual costs to the County for such Access and Use as provided in RCW 43.09.210. The Agency will pay all compensation due within 30 days of the invoice date.
8. TERMINATION. Either party may terminate this Agreement upon 10-days prior written notice to the other.
9. ALERT SYSTEM, GRANT OF USE
 - A. The Alert System is a robust mass notification system used to send messages via multiple channels (e.g. SMS text messages, emails, social media, desktop alerts and telephone calls) to targeted groups when group notifications are required for emergencies and other non-emergency purposes ("Notifications").
 - B. The County grants the Agency the right to have Access and Authorized Use of the Alert System for emergency Notification purposes subject to the terms and conditions of this Agreement based on the needs of the Agency and availability of County resources.
 - C. The County shall have access to all Agency data for purposes of emergency Notifications.
10. AGENCY RESPONSIBILITIES
 - A. Agency shall only use the Alert System in compliance with its intended purpose and all applicable laws, regulations, ordinances, and this Agreement.
 - B. Agency is responsible for entering and maintaining as current the Agency Data in the Alert System.
 - C. Agency shall promote Alert System registration [kcowa.us/alert] with its employees and volunteers during its annual benefit fairs and employee orientations.
 - D. Agency agrees to designate a minimum of two Users who, after completing the training provided by the County, will be provided Access to the Alert System to send messages in compliance with the instructions provided by the County and consistent with the Agency's protocols. The User may have up to two additional designees, who must also successfully complete the County training prior to Use and comply with the requirements of this section. The Agency shall promptly provide notice when there is a change in a designated User.
 - E. Agency shall not deliver to the Alert System any content or material for transmission or dissemination that is any of the following:

1. harassing, defamatory, threatening, obscene, or otherwise objectionable, including material that is false or misleading, or
2. violates the rights of any person or company protected by copyright, trademark, trade secret, patent or other intellectual property, privacy or other laws or regulations; or
3. use the Services or Rave's systems to transmit or disseminate unsolicited material, including without limitation "junk mail" or "unsolicited bulk e-mail", or other advertising material to persons or entities that have not specifically agreed to receive such material by either opting in or not opting out; or
4. send messages to individuals who have opted out of receiving messages from Agency.

F. Agency and its Users will not modify through computer programming, or other techniques, the functions, capabilities, or operations of the Software. Further, the Agency and its Users will not allow or authorize, directly or indirectly, any person or entity to:

1. decompile, disassemble, or otherwise reverse engineer any of the Software or use any similar means to discover the source code or trade secrets contained therein.
2. modify, translate or create derivative works of the Software or documentation or merge all or any part of the Software with another program, give away, rent, lease, lend, sell, sublicense, distribute, transfer, assign, or use the Software for timesharing or bureau use or to publish or host the Software for use by any third party;
3. take any actions that would cause the Software to become subject to any opensource license or quasi-opensource license agreement;
4. use the Software in any manner for purposes of: (i) developing, using, or providing a competing software product or service; (ii) copying any ideas, features, functionality, or graphics of the Software; or
5. export the Software into any country prohibited by the United States Export Administration Act and the regulations thereunder.
6. use the Services or Rave systems to introduce malicious programs into the Products, Rave's systems, or the Third-Party Service Providers' networks or servers, including viruses, worms, Trojan horses, e-mail bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or expropriate any system, data or personal information, including executing any form of network monitoring that will intercept or extract data.

G. Agency agrees to promptly report to the System Administrator all Alert System security-related incidents, breach, or other incident relating to Software integrity. The County reserves the right to suspend access to the Alert System in the event of a security breach or violation of this Agreement. In the event of a security breach, the parties responsible for such breach will comply, at their sole expense, with all applicable requirements identified in RCW 42.56.590 or RCW 19.255.010, or other applicable law, rule, or regulation.

11. NO WARRANTIES. THE COUNTY MAKES NO WARRANTIES REGARDING THE ALERT SYSTEM, SOFTWARE, INTERFACES, INTERNET CONNECTIONS, DOCUMENTATION, OTHER MATERIALS, PRODUCTS AND SERVICES PROVIDED BY THE COUNTY, ALL OF WHICH ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS AND TO THE MAXIMUM EXTENT PERMITTED LAW WITH NO WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, THE SYSTEM, SERVICES OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, DURABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR LOSS OF DATA.

12. SOFTWARE OWNERSHIP. The parties acknowledge and agree that the County does not have ownership of the Software and therefore does not control changes, updates, upgrades, interruptions, or any other Software issues.
13. GOVERNING LAW; VENUE. The Agreement will be governed in all respects by the laws of the State of Washington, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted and maintained only in a court of competent jurisdiction in Kitsap County, Washington or as provided by RCW 36.01.050.
14. NOTICE. All notices will be delivered in writing to the KCDEM Director or Agency Emergency Manager. Notice mailed by regular post (including first class) will be deemed to have been given on the second business day following the date of mailing, if properly mailed and addressed. Notices sent by certified or registered mail will be deemed to have been given on the day next following the date of mailing, if properly mailed and addressed. For all types of mail, the postmark affixed by the United States Postal Service will be conclusive evidence of the date of mailing.
15. PROPERTY. The parties do not anticipate the acquisition of property for the performance of this Agreement and any property acquired by a party during this Agreement will be held by and remain the property of the acquiring party.
16. INSURANCE. Both parties will maintain during the term of this Agreement adequate general liability insurance to protect against losses and risks arising out of or related to the access and use of the Alert System under this Agreement in such amounts as are prudent and customary for the jurisdiction.
17. INDEMNIFICATION. To the extent of its comparative liability, each party agrees to indemnify, defend, and hold harmless the other party, and the other party's elected and appointed officials, employees, agents, and volunteers (and their marital communities) from and against any and all claims, damages, losses, and expenses, including but not limited to court costs, attorneys fees, and alternative dispute resolution costs, for violation of any law applicable to a party, any personal injury, or any bodily injury, sick disease, or death, and for any damage to or destruction of any property (including the loss of uses therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of the party, its elected and appointed officials, employees, agents, or volunteers (and their marital communities).

A party reserves the right, but will have no obligation, to participate in the defense of any claim, damages, losses or expenses and such participation will not constitute a waiver of the party's indemnity obligations under this Agreement.

18. NONDISCRIMINATION. No party will discriminate against any person on the basis of race, color, creed, religion, national origin, age, sex, marital status, sexual orientation, veteran status, disability, or other circumstance prohibited by federal, state, or local law, and will comply with Title VI of the Civil Rights Act of 1964, P.L. 88-354 and Americans with Disabilities Act of 1990 in the performance of this Agreement.
19. COMPLIANCE WITH LAWS. The parties shall comply with all applicable federal, state, and local laws, rules and regulations when accessing and using the Alert System.

20. **INDEPENDENT CAPACITY.** The employees and agents of each party who are engaged in the performance of this Agreement shall continue to be the employees or agents of that party and shall not be considered, for any purpose, to be employees or agents of the other party to this Agreement. Neither party shall have the authority to bind the other nor control the employees, agents or contractors of the other party to this Agreement. All rights, duties and obligations of a party shall remain with that party. Each party shall be solely and exclusively responsible for the compensation, benefits, training expenses, equipment, costs, and all other costs, benefits, and expenses for its employees. Each party will be responsible for ensuring compliance with all applicable laws, collective bargaining agreements, and civil service rules and regulations regarding its own employees.
21. **PUBLIC RECORDS ACT.** Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, chapter 42.56 RCW (as may be amended), each party agrees to maintain all records constituting public records and to produce or assist the other party in producing such records, within the time frames and parameters set forth in state law.
22. **SEVERABILITY.** The provisions of this Agreement are severable. Any term or condition of this Agreement or application thereof deemed to be illegal, invalid or unenforceable, in whole or in part, will not affect any other terms or conditions of the Agreement and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision.
23. **IMPLIED CONTRACT TERMS.** Each provision of law and any terms required by law to be in the Agreement are made a part of the Agreement as if fully stated in it.
24. **HEADINGS.** Headings of this Agreement are for convenience only and will not affect the interpretation of this Agreement.
25. **AMENDMENTS.** This Agreement may be changed, modified, or amended, only by written agreement executed by the parties hereto.
26. **NO THIRD-PARTY RIGHTS.** This Agreement is intended to be solely between the parties. No part of this Agreement will be construed to add, supplement, or amend existing rights, benefits, or privileges of any third party, including without limitation, prisoner(s), or employees of either party.
27. **ASSIGNMENT.** The rights or obligations under this Agreement, and any claims arising thereunder, are not assignable or delegable by the Agency.
28. **NO WAIVER.** A failure by any party to exercise its rights under this Agreement will not preclude that party from subsequent exercise of such rights and will not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party.
29. **SURVIVAL.** Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement will so survive. Those provisions include, without limitation, the respective responsibilities of each party, compensation, and indemnification.
30. **ENTIRE AGREEMENT.** The parties acknowledge the Agreement is the product of negotiation between the parties and represents the entire agreement of the parties with respect to its subject matter. All previous agreements and representations, whether oral or written, entered into prior to

this Agreement are hereby revoked and superseded by the Agreement.

- 31. COUNTERPARTS, ELECTRONIC SIGNATURE. The Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. A facsimile, email, or other electronically delivered signatures of the parties will be deemed to constitute original signatures and deemed to constitute duplicate originals.
- 32. AUTHORIZATION. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

Dated this 10th day of December, 2024

Dated this 12 day of December, 2024

NORTH KITSAP FIRE AND RESCUE

KITSAP COUNTY



RICK LAGRANDEUR, Fire Chief



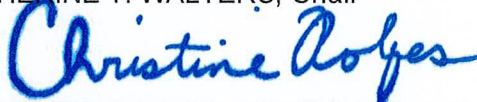
JAN GLARUM, Director
Department of Emergency Management

DATED or ADOPTED this 2 day of December, 2024.

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



KATHERINE T. WALTERS, Chair



CHRISTINE ROLFES, Commissioner



CHARLOTTE GARRIDO, Commissioner

ATTEST:





Dana Daniels, Clerk of the Board

DATED or ADOPTED this 9th day of December, 2024.

NORTH KITSAP FIRE AND RESCUE
BOARD OF COMMISSIONERS


GILLIAN GREGORY, Commissioner

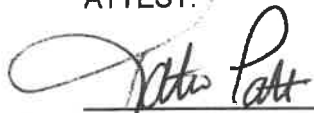

JOHN HUNTINGTON, Commissioner


PATRICK PEARSON, Commissioner

WILSON STEWART, Commissioner


CHELSEA TATE, Commissioner

ATTEST:



Clerk of the Board