

AGREEMENT

DATE: June 17, 2008

PARTIES: Goshen County, Wyoming ("Goshen County")
City of Torrington, Wyoming ("City")
Goshen County Unified School District #1 ("School District")
Eastern Wyoming College Board of Trustees ("College")

SUBJECT: CodeRED Emergency Notification System

WHEREAS Goshen County has entered into an agreement with Emergency Communications Network, Inc., who provides CodeRED® Emergency Notification System and such system will allow the parties to transmit matters of public interest and concern using pre-recorded phone messages;

WHEREAS under the terms of the agreement, Goshen County may allow other public entities within Goshen County to share in the use and costs of such system; and

WHEREAS the parties agree that the interests of the public are met by offering and providing such system and related service to the residents of Goshen County.

NOW THEREFORE the parties agree as follows:

1. Goshen County shall be the contracting entity with Emergency Communication Network, Inc.
2. The City, School District and College shall abide by and be subject to the terms and conditions of the use of the service as set forth in the agreement entered into on June 17, 2008, by and between Goshen County and Emergency Communication Network, Inc., a copy of which is attached hereto and by this reference made a part of this agreement.
3. Under the terms of such agreement, the parties are entitled to a collective total of 18,750 minutes of service for pre-recorded phone calls. The parties agree to appropriate the costs of such service as follows:

Goshen County	\$2750.00
City of Torrington	\$2750.00
Goshen County Unified School District #1	\$1500.00
Eastern Wyoming College	\$ 500.00

In the event that any of the parties exceed the total minutes of service, the cost of any excess minutes shall be borne solely by the entity or entities who cause the excess usage of the system.

4. This agreement shall be effective June 15, 2008 and continue for a one year period. The City, College, and School District shall, on or before April 15th of each year, provide written notice to the County, of its/their intention to continue the terms of the agreement for an additional year. Similarly, the County shall provide written notice to the other parties should it decide to discontinue or terminate its agreement for the use of CodeRed.
5. Goshen County does not make any representations or warranties regarding the service provided by Emergency Communications Network, Inc. Each party enters this agreement using its own diligence and investigation.
6. Each party shall be responsible for compliance with all applicable laws regarding outbound telemarketing, which may include, but are not limited to the Federal Telephone Consumer Protection Act of 1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999 and the rules and regulations promulgated thereunder, as well as State and Local telemarketing laws and requirements. Each party shall, to the extent permitted by law, defend, indemnify and hold the other parties harmless from all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including attorneys' fees (whether by salary, retainer or otherwise), arising out of or resulting from, in whole or in part, a violation of such laws. Any party who violates the law shall be solely responsible and liable for any such violations. This provision shall survive termination of this Agreement.
7. The parties retain all immunity and defenses available under state law.

GOSHEN COUNTY

Robert Ward
Robert Ward, Chairman

6-17-08
Date

ATTEST:

Connie Addy
Connie Addy, Goshen County Clerk

CITY OF TORRINGTON

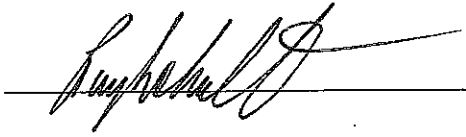
Leroy Schafer
Leroy Schafer

6/24/08
Date

ATTEST:

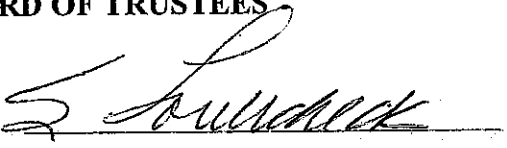
Sandy Pittman
Sandy Pittman, Clerk

**GOSHEN COUNTY
UNIFIED SCHOOL DISTRICT #1**

BY: 

8-7-08
Date

**EASTERN WYOMING COLLEGE
BOARD OF TRUSTEES**

BY: 

8/8/08
Date