

7/17/06

AGREEMENT

Whereas, the Roane County Emergency Communications District, hereinafter referred to as District, and the City of Harriman, hereinafter referred to as Harriman, desire to enter into an agreement.

Whereas, the District was created pursuant to pertinent Tennessee statute by the people of Roane County in a referendum on August 2, 1990.

Whereas, the District was established for the purpose of providing a system of emergency communications and whereby the telephone user could, by dialing 9-1-1, be electronically connected to Public Safety Answering Point (PSAP) so that emergency services might be dispatched.

Whereas, the duly elected Board of Directors of the Roane County Emergency Communications District has determined that it is in the best interest of Roane County that one PSAP be located centrally in the County rather than providing PSAP's to each jurisdiction.

Whereas, control of the E-911 services is within the exclusive prerogative of the District.

Whereas, the District desires to contract with Harriman to provide dispatching services for Harriman.

W I T N E S S E T H

The parties hereby covenant and agree, to-wit:

1. Harriman agrees to make annual payment to the District in the sum of Fifty Five Thousand Nine Hundred Three (\$55,903) Dollars for its share of the costs to dispatch E-911 calls. This sum shall be paid in equal monthly payments on the first day of each month until paid in full.
2. The District agrees to provide twenty-four (24) hour dispatching with dispatchers trained according to national standards.
3. Both parties agree that the said dispatching will emanate from an Emergency Operations Center but nothing shall prevent Harriman from maintaining a separate non-emergency communications system, at its own expense.

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between Roane County Emergency Communications District
and City of Harriman

4. All emergency 911 telephone calls originating from Harriman will be directed electronically to the Central Emergency

Communications System.

5. The parties agree that the system will be governed by the rules and regulations promulgated by the Board of Directors of the District, pursuant to State law.
6. The parties further agree that Harriman shall have representation on said Board.
7. The parties agree that an advisory committee shall be appointed with one representative from the District and one representative from each user to make suggestions to the Board regarding the rules and regulations governing the operation of the Emergency Operations Center.
8. The parties agree that the District shall hold Harriman harmless from any injuries to person or property as a result of the negligence of the District or its employees or agents, except for any injuries to person or property caused by the negligence of Harriman.
9. The parties agree that no discrimination will be made, all laws will be observed, specifically including those relating to employment, so that no person, otherwise qualified, is denied an opportunity to be considered for employment on the basis of race, national origin, creed, age, sex or handicap.
10. This Agreement shall stay in full force and effect for a period of one (1) year, July 1, 2006 to June 30, 2007. The next annual payment may be increased in an amount not to exceed the Consumer Price Index.
11. If any court of competent jurisdiction should declare any part of this Agreement void, illegal or otherwise ineffective, such provision shall be severed from the Agreement and the Agreement shall otherwise remain in effect according to its remaining terms and provisions, unless the severed portion is so material as to substantially alter the balance of interests expressed in the Agreement, in which event the Agreement shall fail and be of no effect, except the provisions hereof regarding liability and indemnification, supra, which shall not be effected unless specifically declared void by court order.
12. This contract may not be assigned. Any assignment of this contract without the written consent of the parties shall render the contract void.

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13. This Agreement shall not be altered, revised, modified or

amended unless in writing and approved by both parties.

The City of Harriman

Jim Walsh
Harriman City Mayor

Roane County Emergency
Communications District

Don R. [Signature]
Board Chairman

Tracy C. Bold
Attest:
Date: 7-12-06

Frances J. Long
Attest:
Date: 07/17/06

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