



## DIGITAL RADIO-COMMUNICATION SYSTEM CONTRACT EXTENSION

This agreement made this 1st day of February 2021

BETWEEN:

RadioCo Ltd. o/a KELCOM (hereinafter called "KELCOM")

and

Town of Essex Fire Department (hereinafter called "Essex")

### OVERVIEW

This Agreement between KELCOM and Essex is designed to enable access to the Digital Essex County Wide Radio-Communication System utilized by multiple agencies.

By executing this Agreement, KELCOM and Essex agree to an additional three (3) years of current service delivery based on the following terms and conditions. This contract will take effect March 1 2021 thru Feb 28<sup>th</sup> 2024 with an option to review and extend for an additional term(s) in the final year of this extension.

### AIRTIME SERVICES PROVIDED – VOICE AND OPTIONAL DATA

Monthly service fees, as outlined below, will include flat-rate, unlimited use. Multiple talk-groups will be included and interoperability access to other system users will also be included.

In addition to voice services, Users can also make use of data services such as GPS / AVL and Text Messaging, if desired, at no additional cost.

### SERVICE AND SUPPORT

The monthly fee also includes full user equipment maintenance for as long as the equipment remains active on the network (Lifetime Warranty). This warranty program also includes coverage for physical damage, as well as regular use, and portable battery replacement as required. Parts and labour are included in these repairs. Any onsite service for mobile/base station repairs will also be covered in this agreement. The above rates also include all Industry Canada licence fees, network maintenance fees, site rental fees and site linking fees, generator maintenance/repairs.

## MONTHLY FEES

See attached Solution Proposal for service schedule (1).

## TERM OF AGREEMENT

This agreement will take effect once executed and remain in force through February 28<sup>th</sup>, 2024. Essex will keep a minimum of 45 active units on the network for the duration of this agreement.

## SYSTEM COVERAGE AND CAPACITY

KELCOM agrees to maintain the system including regular maintenance, repairs and enhancements required to continue to ensure the stated coverage levels throughout the municipal boundaries of Essex and make reasonable efforts to overcome coverage deviation from the stated required levels due to changes in the built environment or identifiable sources of harmful interference, where such solutions are within their control. It is understood by the parties however, that signal coverage may fluctuate due to circumstances beyond the parties' control. The system was designed to provide street level coverage throughout Essex County. In building coverage is not guaranteed two (2) "talk around" conventional channels have been dedicated for this purpose. Some examples, but not limited to, that may cause signal variances are Industry Canada or FCC nearby frequency allocation and outside radio frequency interference.

## UPTIME

Kelcom will make all reasonable efforts to ensure the radio system is functional and available for reliable use at all times. Planned maintenance will be scheduled in advance with minimal down-time and/or alternate system coverage plans agreeable between the parties. Emergency service and repairs will be available at all times to immediately address operational failures within the system without delay.

### Channel Capacity

1. The digital radio system provides priority access for Essex Fire Department on multiple channels (talk paths). The radio system is designed to provide connection with Lakeshore, Tecumseh, Amherstburg and LaSalle Fire Services for any multi-agency event and includes a direct link to Windsor Fire Dispatch.

### Paging Network Support

The existing County wide paging system will also be supported and maintained during the contract extension period.

### ENTIRE AGREEMENT

This agreement and all attached schedules constitute the entire agreement between the parties to this agreement pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations, or other agreements between the parties in connection with the subject matter of this agreement except as specifically set forth herein.

### GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

Proposal for service schedule (1).

### RADIO MONTHLY FEES

The monthly fee for each two-way radio active unit on the system will be \$39.00 for the duration of this agreement.

### PAGING MONTHLY FEES

The monthly fee for paging support will be a flat rate of \$704 for the duration of this agreement.

**IN WITNESS WHEREOF** the parties have executed this agreement the day, month and year first written above.

**RadioCo Ltd. o/a KELCOM**

Per: \_\_\_\_\_

Tim Schweyer

I have the authority to bind the Corporation.

**Town of Essex**

Per: \_\_\_\_\_

Print Name: \_\_\_\_\_

I have the authority to bind the Corporation.