



DIGITAL RADIO-COMMUNICATION SYSTEM AGREEMENT

This agreement made this 30th day of December 2019

BETWEEN:

RadioCo Ltd. (hereinafter called "KELCOM")

and

Town of LaSalle - LaSalle Fire Service (hereinafter called "LaSalle")

OVERVIEW

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

By executing this Agreement, KELCOM and LaSalle agree to an additional one (1) year of service delivery based on the following terms and conditions. This contract will take effect Jan 1st, 2020 thru Feb 28th 2021 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, priority network access for voice communications. Multiple talk-groups will be included and interoperability access to other system users will also be included.

In addition to voice services, LaSalle can also make use of data services such as GPS 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.

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 28th, 2021. Lasalle will keep a minimum of 46 active units on the network for the duration of this agreement.

SYSTEM COVERAGE AND CAPACITY

The coverage listed is based on KELCOM testing in the Town of LaSalle. The results are based on signal levels acquired in November 2016.

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 LaSalle 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. Some examples, but not limited to, that may cause signal variances are Industry Canada or FCC nearby frequency allocation and outside radio frequency interference.

In order to provide maximum signal levels, KELCOM will design and install a UHF system (Digital County Radio Communication System) in the Town of LaSalle, in accordance with Industry Canada standards, including the installation of an approved UHF antenna and system designed filtering at the LaSalle radio communications tower site.

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.

SYSTEM COVERAGE AND CAPACITY

Street Level 95% Area (Portable)

In Building The digital radio network has been purpose built for street level coverage. Based on the existing municipal public service and public safety user requirements, we have enhanced coverage in municipalities where expanded coverage is required. As a result, most buildings within these enhanced coverage areas have 'at grade' coverage, however building design, density and construction can limit that capability. Below grade coverage is more difficult to achieve and all existing public safety users have been encouraged to use simplex fireground channels when working onsite in an internal building scenario where network level coverage is deemed not acceptable.

Honorable Herb Gray Parkway Tunnel System

KELCOM has worked closely with the Province of Ontario (MOT) and their partner Bell Mobility Radio to ensure that adequate radio coverage was made available to all local First responders that could be required to respond to calls within this tunnel system. Our local channel plan for multiple sites was included in this design and has been included to the overall solution. While our initial testing and feedback from other public safety users in this system has been very positive and we fully anticipate this to remain now, and carrying forward, ultimate performance and control of this solution remains with the Province and their service provider. As we know the coverage today it is very robust and we know of no coverage gaps within the system.

Channel Capacity - priority access for LaSalle on multiple talk paths

- Reserved for only LaSalle and current agencies on the Digital UHF Network
- Designed to accommodate LaSalle Fire Services and other Essex County Fire Services (Amherstburg/Essex) if in close proximity to LaSalle, in the event of a multi agency response. The design will allow for additional users for LaSalle special events as approved by the Town.
- future expansion ready for additional Town of LaSalle agencies

UHF-VHF Patching (hardware and labour not included in the is contract)

KELCOM agrees to provide multi-cast/simulcast technology for the dispatch consoles to allow responders to hear UHF radio transmissions on VHF open-channel pagers, and dispatch page broadcasts on VHF to be heard on UHF radios.

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.

RADIO MONTHLY FEES Currently \$59 per radio

The monthly fee for each two-way radio active on the system will be \$39.00 for the duration of this agreement. Currently 46 units

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 LaSalle

Per: _____

Print Name: _____

I have the authority to bind the Corporation.

Town of LaSalle

Per: _____

Print Name: _____

I have the authority to bind the Corporation.