

## *Hyper-Reach Services Agreement*

**This agreement will be effective, the 1st day of October, 2018**

Between: **Hyper-Reach**  
3300 Monroe Avenue, Suite # 317  
Rochester, NY 14618  
Phone: 585.586.0020  
Fax: 585.586.4511

(Hereinafter "Asher")

and

**Gordon County, GA**  
4543 Fairmount Highway SE  
Calhoun, GA 30701

<sup>2</sup>Contact person: Mr. Courtney Taylor

office: 770-881-3276  
e-mail: ctaylor@gordoncounty.org

(Hereinafter "Client")

**Whereas** Asher provides technical services

**And** Client wishes to retain the services of Asher

**Therefore** Client retains Asher to:

### **1) Service**

Provide access to Hyper-Reach notification system, which enables the Client to instantly send voice and text messages to any number of recipients. Hyper-Reach service will commence two (2) weeks after the signing of this agreement and will be available to the Client 24 hours a day, seven (7) days a week from and after that date.

### **2) Deliverables**

- Access to Hyper-Reach website for account creation and management, contact list management, and reviewing reports.
- Access to the Hyper-Reach IVR system to initiate campaigns, record messages and review reports.

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- Access to the Accu-Reach Targeting Tool with Google maps
- Access to IPAWS (SMS from cell towers)
- Automated Weather Alerts

### 3) Performance

The system will make up to seven (7) attempts (if necessary) to contact each recipient. The system is currently scaled to deliver approximately 25,000 30-second messages per hour, and over 50,000 SMS (text) per hour. Capacity is based on a population of 100,000 and may be increased if necessary.

### 4) Cost of Services

Services provided to Client shall be billed according to the following:

Service Description	Cost	Notes
Standard Notification System with Accu-Reach Targeting tool.	Included with Package Pricing	Management fee includes web access, maintenance, security, upgrades, and web training.
Automated Weather Alert	Included with Package Pricing	Automated service to alert the public of severe weather warnings. (based on community signup)
Mapping	Included with Package Pricing	Fee to integrate Google maps with 911 phone data.
IPAWS functionality	Included with Package Pricing	Functionality will be activated once Client is certified by FEMA.
On-Site Training (1/2 day)	\$600 (plus travel) - <b>Optional</b>	Up to 4 hours of in-person training for 2-10 people.
Purchase of Public Data (411)	\$800 - <b>Optional</b>	Option if 911 data is not provider by client.

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	Package Pricing	
<b>3 year package</b> (with option to renew for another 2 yrs.)	<b>\$36,000</b> <b>\$12,000 annually</b>	Package Includes: <input type="checkbox"/> Hyper-Reach <input type="checkbox"/> Community Signup <input type="checkbox"/> IPAWS alerts <input type="checkbox"/> Automated Weather Alerts (based on community signup) <input type="checkbox"/> Accu-Reach Targeting Tool <input type="checkbox"/> Web Training <input type="checkbox"/> <b>Unlimited</b> minutes/SMS

NOTE: This Pricing will be in effect for 60 days.

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### **5) Payments**

Charges shall be paid to Asher within 30-day terms, net from date of invoice. Any overdue invoice shall be subject to a one and one-half percent (1.5%) late charge for each full or part month during which payment is outstanding. Client is responsible for all taxes and processing fees associated with payment.

### **6) Term**

This agreement shall be valid for 3 years. Unless canceled by written notice by Asher, at least 30 days prior to termination, it will renew thereafter with the same terms. The following provisions also apply.

- (1) This contract shall terminate absolutely and without further obligation on the part of the Board of Commissioners ("User Agency") at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which it may be renewed as provided in this section;
- (2) The contract may be renewed only by an affirmative vote of the Gordon County Board of commissioners no later than three months before the termination of the current contract term;
- (3) The contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the user agency under the contract. The determination of the occurrence of such unavailability of funds shall be made by the user agency in its sole discretion and shall be conclusive;
- (4) The contract states the total obligation of the user agency for the fiscal year of execution and further states the total obligation which will be incurred in each fiscal year renewal term, if renewed; and,
- (5) To the extent applicable, title to any supplies, materials, or equipment shall remain in the Provider until fully paid for by the user agency. Sec, O.C.G.A. § 50-5-64.

### **7) Default**

Upon default of payment, Asher reserves the right to discontinue further service to Client. Asher reserves further the right to discontinue Client access to previously developed information until payment in full of all arrears (including late charges, collection costs, attorney fees etc.) shall have been made. Asher is not responsible for any damages to Client resulting from such suspension, discontinuation or termination of service.

### **8) Confidentiality**

Asher and Client each acknowledge that in the course of carrying out the terms of this agreement, each may have necessary or incidental access to the business affairs, trade secrets, client lists, proprietary information and operating systems of the other ("Confidential Information"). Each party agrees that it shall maintain as confidential, all such Confidential Information and shall treat such Confidential Information with at least the same degree of care as it would its own most highly confidential information. Neither party shall obtain any ownership or other rights to the trademarks, proprietary information or Confidential Information of the other. Neither party shall in any way use or disseminate any such Confidential Information (save

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as may during the term of this agreement enter the public domain) and shall exact a similar confidentially covenant from each of its own employees who may have access to the Confidential Information of the other. Each party acknowledges that an action of damages may not suffice to compensate the aggrieved party of breach of confidentiality and each party does hereby consent to the making of a mandatory restraining or injunctive order against it in such event upon the application of the other, in addition to any other relief available at law or in equity.

### **9) Disclaimer**

Asher shall take all commercially reasonable actions and precautions to ensure that Client gets commercially valuable services. Save as aforesaid, Asher makes no warranty to Client with respect to the services and disclaims all other warranties express or implied including but without limitation any implied warranty fitness for any particular purpose. Save as specifically set out herein, Asher will not be responsible for any incidental, special or consequential damage sustained or suffered by Client in any way arising out of or referable to the services referred to in this agreement.

### **10) Jurisdiction**

Asher and Client agree that the laws of the State of **Georgia** shall govern the terms of this agreement for all purposes, with venue in **Gordon County**, Georgia. In the event of any dispute, the successful party shall receive its court costs and attorney's fee and/or collection costs in full from the unsuccessful party.

### **11) Notice**

Any notice to be given by either Asher or Client to the other shall be effective only when made in writing addressed to the other party at the address or facsimile number noted above and shall be effective on the day next following the receipt of such notice by the other. Fax messages shall be deemed received on the day they are sent and mailed correspondence, shall be deemed received on the second day following the date of mailing. Confirmed fax transmissions shall be binding upon the parties for all purposes of this agreement.

### **12) Entire agreement**

This agreement constitutes the entire agreement between parties. No alteration or amendment shall be effective unless in writing and executed by both parties. In particular, no oral statement or representation made by either party or any representation shall be effective unless reduced to writing and incorporated into this agreement.

IN WITNESS WHEREOF this agreement has been executed by the parties as of the day and date on page one (1) of this document.

Sam Asher Computing Services Inc.

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		Client company
name		
per: <u>Russell P. Bell</u>	per: <u>Becky Hood</u>	
I have authority to bind the corporation	I have authority to bind the corporation	
<u>Russell P. Bell</u>	<u>Becky Hood</u>	
Print Name	Print Name	
<u>Vice President</u>	<u>Chairman, Board of Comm.</u>	
Title	Title	
<u>6/20/18</u>	<u>6-19-18</u>	
Date	Date	

Note: this agreement not binding until signed by an officer of Asher Group.