

# Emergency Radio System Agreement

- 1. PARTIES and BILLING:** This agreement is entered into between Dalton Communications INC. a Dalton, GA based corporation and Gordon County, Georgia, a political body of the State of Georgia governed by the Gordon County Board of Commissioners, (hereinafter sometimes referred to as "Client") for the provision of an Emergency Public Radio System as a vital service to Gordon County.  
The Client will be invoiced by Dalton Communications INC. and total monthly access charges will be due net 30 days from invoice date. Annual billing period commences from the date of this agreement.
- 2. DURATION OF AGREEMENT:** This contract between Dalton Communications INC. and Client is an agreement of service (hereinafter "the Agreement") for **year to year** commencing on the date of this agreement. Because this agreement concerns the provision of an emergency radio system for Public Safety dispatch and communication by services including, but not necessarily limited to, Police, Fire, Sheriff's Office, EMS, and Public Works, Dalton Communications INC shall give the client at least 12 months notice of its intent not to renew. This agreement and rates will be for a term of 3 years from the Effective Date.

**Effective Date 07/01/2021**

**3. Annual Maintenance Rate:**

System maintenance \$ 49,000.00 annually to be paid in 12 monthly installments of \$4,083.34.

Conventional backup

Full Maintenance 24/7 service/monitoring

Adequate capacity based on Manufacturer recommendations and will be monitored for increased need

Dalton Communications will provide E911 maintenance at a cost of \$13,500 annually to cover consoles and back up radios.

Dalton Communications will provide a digital trunking system as a service to Gordon County for Emergency Services and Government Service use. The system shall be installed and maintained on current Gordon County owned towers, Fire Department siren poles and/or any asset necessary to provide service to Gordon County. The Request for Proposal, the responses to the Request for Proposal given by Dalton Communications, INC and representations made by Dalton Communications, INC in emails and in its presentations are incorporated herein by reference as if specifically stated herein for a full and complete description of the expected services, duties, system and performance to be provided by Dalton Communications, INC.

Dalton Communications will provide adequate channels as needed for capacity and will update and upgrade the system as required by the system Manufacturer.

**4. DEFAULT:** In the event the Client should default on the Agreement before the end of the contractual period, the Client is liable to Dalton Communications INC. for the balance of the monthly payments due on the Agreement within 30 days of the date of default. The date of default shall be either the date Client cancels the Agreement before the end of the 12 month period, or the date after the 10<sup>th</sup> day after the date the monthly payment is due to Dalton Communications INC. Dalton Communications INC. reserves the right to negotiate a payment plan at its discretion with the Client. In the event of default for non-payment, Dalton Communications INC reserves the right to charge a 1.5% late fee, to be compounded monthly, on the balance due from the Client to Dalton Communications INC. In the event of client default for non-payment, Dalton Communications INC shall notify Client's Administrator and Finance Director by certified or overnight mail with proof of delivery. The Client will have 30 days from the date of delivery of notice of default to cure its default by making payment in full. In the event the Client does not cure its default for non payment within 30 days, Dalton Communications INC will attempt to confirm with Client that Client does not intend to pay and may then disconnect service.

**5. TERMINATION OF SERVICE:** Dalton Communications INC. reserves the right to terminate service under this Agreement in the event of default by Client as described in Paragraph 4 of this Agreement. In the event that either party becomes aware that any person is using the service for an improper, unethical, or illegal use, the

parties shall consult with one another and reasonable steps will be taken to prevent that improper use which may include preventing the offending person from having access to the service and referring the matter to the appropriate authority. Client agrees that Dalton Communications INC is in no way liable for loss, injury or any damages whatsoever to Client due to termination of services for non-payment.

**6. INTERRUPTION OF SERVICE:** Client acknowledges that while Dalton Communications INC. will maintain transmission sites 24 hours per day, Dalton Communications INC. assumes no liability for interruption of service due to unforeseen circumstances, regardless of cause, including but not limited to equipment failure, lightning strikes, riots, acts of terrorism, windstorms, floods, fire, tornadoes, earthquakes, other casualty, interference or acts of God. Dalton Communications INC. shall not be liable for any inconvenience, expense or consequential, direct, or indirect damages to Client caused by such events. Client further acknowledges 100% coverage of any area at all times is not guaranteed. Satisfactory communication performance for the purpose of this agreement is intelligible reception over rolling terrain approximately 95% of the time. Any charts and graphs provided are to indicate general parameters of expected coverage and are not binding on Dalton Communications INC. as an exact representation of coverage.

Client acknowledges that the telecommunications industry is a rapidly changing and strictly regulated industry. Dalton Communications INC shall make all necessary upgrades to maintain the service. If circumstances arise that will result in a discontinuation of service for Client, Dalton Communications shall give at least 12 months notice and provide continuous service prior to discontinuation of service. Dalton Communications INC shall within 10 business days return to Client that prorated portion of its monthly payment representing the unused portion of the month previously paid for. Client agrees that Dalton Communications INC is in no way liable for loss, injury or damage to Client due to discontinuation of service as described in this paragraph.

**6. ENTIRE AGREEMENT:** This Agreement, the Request for Proposal, the responses to the Request for Proposal given by Dalton Communications, INC and representations made by Dalton Communications, INC in emails and in its presentations constitute the entire agreement between the parties. Copies of the Request for Proposal and the response of Dalton Communications are incorporated as essential terms of this contract as if specifically stated herein. No modification of this Agreement shall be binding unless attached here to and signed by all parties to this Agreement. No representations, promises, warranties, guarantees, or inducements, whether oral, written or implied through actions, failure to act, industry practices or course of dealing between the parties, shall bind the parties unless expressly made in writing and contained in or added as an addendum to this Agreement. Any such writing purporting to be an addendum to this Agreement must contain language to that effect and be signed by an authorized representative of Dalton Communications INC and the Client.

Initials \_\_\_\_\_

**7. DISPUTE BETWEEN PARTIES:** If prior to completion of this Agreement a dispute arises between Client and Dalton Communications INC. regarding quality of service, interruption of service, geographical service or any other matter, except for non-payment and matters covered by paragraph 3 and 4, relating to the transaction described in this Agreement, and the dispute cannot be resolved within 30 days after the dispute has arisen by both parties acting reasonably and in good faith, Dalton Communications INC. shall have the right to terminate this Agreement upon 12 months of written notice (by certified mail, return receipt requested or personal delivery) to Client. Upon termination, Dalton Communications INC. shall within 10 business days return to the client that prorated portion of its monthly payment representing the unused portion of the month previously paid for.

Client agrees that Dalton Communications INC. is in no way liable for loss, injury or damage to Client due to termination of service for non-payment, or failure to resolve dispute under this Paragraph.

**8. SEVERABILITY:** Each paragraph of this Agreement is severable from every other paragraph of this Agreement. If any paragraph is determined by a court of law or equity in the appropriate jurisdiction to be enforceable, the parties shall be bound by the remaining paragraphs of this Agreement. No paragraphs of this

Agreement shall be more strictly construed against a party by virtue of the fact that such a party or its agent prepared such paragraph.

- 9. EXECUTION OF AGREEMENT:** This agreement shall not be binding on the parties hereto unless and until such time as both Client and authorized representative of Dalton Communications INC. sign the same copy of the Agreement. A signature transmitted by email shall be treated as an original signature for the purpose of activation of this Agreement but not for purposes of modification of this Agreement.
- 10. GOVERNING LAWS:** This Agreement shall be governed by the applicable laws of the State of Georgia
- 11. REMEDIES:** In no case shall Client be entitled to seek punitive damages from Dalton Communications INC. under this Agreement. In no case shall Client be entitled to seek indirect or consequential damages from Dalton Communications INC except for those damages arising strictly from a breach of contract. The parties agree that in no case may either party bring civil lawsuit against the other party after one year from date of breach under this Agreement. The date of breach is determined by the actual breach and not the date of discovery.
- 12. ARMS LENGTH CONTRACT:** The parties acknowledge and agree that this Agreement is the result of arms-length bargaining between parties of equal power after acceptance of the Proposal submitted by Dalton Communications, INC. Each party also acknowledges and agrees that it has entered into this Agreement knowingly, voluntarily, and without threat, duress, coercion, trickery or fraud. Each party also agrees that it is of majority age and legally competent to contract in the State of Georgia. Any false representation made by Client to Dalton Communications INC. regarding age or competency to contract render this Agreement voidable at the discretion of Dalton Communications INC.

Initials \_\_\_\_\_

Any billing or contractual questions can be directed to our Customer Care Department.  
Dalton Communications INC.  
217 N Spencer St  
Dalton, GA 30721  
706-259-5542

*Gordon County Board of Commissioners By:*

*Dalton Communications*

\_\_\_\_\_  
*Printed Name and Title*

\_\_\_\_\_  
*Frank Watts - President*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*