



January 4, 2021

Alachua County Board of County Commissioners

Attn: Michelle Lieberman

12 SE 1st Street, 2nd Floor

Gainesville, FL 32601

352-264-6900

mlieberman@alachuacounty.us

Re: Trunked Radio System Agreement Terms

Dear Ms. Lieberman:

GRUCom, and the Alachua County Board of County Commissioners have operated under the terms of the Interlocal Agreement for the Trunked Radio System. That agreement expired September 30, 2020. GRUCom, as the service provider for the system, has developed subscriber fees which are explained in the attached terms and conditions. You will receive a bill from GRUCom in January, 2021 in the amount estimated to be \$1,638,415.23. The exact amount will be included in your January 2021 bill. Under the attached terms, payment must be made within 45 days of the invoice.

Sincerely,

Lewis Walton

cc: tcrosby@alachuacounty.us
hmt@AlachuaCounty.US
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lmoyer@alachuacounty.us;

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EXHIBIT "A"

Attachment A

Terms and Conditions for Use of The Gainesville Public Safety Radio System

GRUCom is the Service Provider for the Gainesville Public Safety Radio System (the "Radio System"). The Radio System Is a Motorola ASTRO25 Project 25 (P25) public safety radio system that is owned, managed, and controlled by GRUCom and which consists of six (6) transmit and receive antenna sites (aka "Transmitter Stations"), as well as the central management headend system (aka the "Prime Site") including the SmartZone Controller. GRUCom currently provides Radio System service to the following Subscribers:

- City of Gainesville, General Government
- Gainesville Regional Utilities
- Gainesville Regional Airport
- Alachua County Board of County Commissioners
- University of Florida
- City of Alachua
- City of High Springs
- City of Newberry Fire Department
- Santa Fe College
- Shands Teaching Hospital and Clinics, Inc.
- VA Medical Center

(the "Subscribers" collectively or individually "Subscriber")

Subscription Fee

Costs of the Radio System will be borne by all Subscribers based on percentage of use by each Subscriber in comparison to the overall use of the system. Subscribers shall pay annually, in advance, for the Costs of the Radio System. Each Subscriber's Subscription Fee will be based on its percentage of minutes used in the prior fiscal year as compared to the total System minutes used in the prior fiscal year and will include the prior year's actual cost True-up amount.

GRUCom will not re-allocate Subscription Fees either internally among a Subscribers users or externally between the Subscribers

True-up

GRUCom will annually determine the actual costs of the Radio System for the prior fiscal year. Any over or under recovery of the prior fiscal year's Cost of the Radio System will be included in the Costs of the Radio System for the subsequent fiscal year.

Cost of the Radio System

Cost of the Radio System will be calculated to recover the fully-loaded costs of financing, owning, operating, managing and maintaining Radio System which will be calculated by GRUCom as follows:

The Annual True-up under or over recovery

Plus

Debt Service – payments on the existing capital expenses

Plus...

Operating & Maintenance expenses – support contracts, leases, utility service, maintenance, etc.

Plus...

Labor - dedicated staff to operate, maintain and manage the system and system support

Plus...

Overhead – ancillary expenses for support like taxes, legal, accounting, IT, etc. calculated for TRS as a proportion of operations compared to other GRUCom lines of business

Equals...

Annual Cost of the Radio System

Subscribers are jointly and severally liable to GRUCom for the Cost of the Radio System. Under no circumstances will GRUCom be required, or expected, to operate the Radio System at a deficit

Cost of the Radio System does not include any non-standard upgrade, improvement or modification of design, coverage, features, or functionality of the Radio System. GRUCom will not upgrade, improve, or otherwise modify, the design, coverage, features, or functionality of the existing Radio System unless those expenses and costs are included in the Cost of the Radio System and recovered through the Annual Budget Process.

Annual Budget Process

The Fiscal Year on which Subscription Fees are calculated commences on October 1 and ends on September 30 of the following calendar year.

On or before June 30 of each year, GRUCom will provide each Subscriber with the Cost of the Radio System and Subscriber's Subscription Fee for the following fiscal year.

Invoice and Payment

GRUCom will invoice each Subscriber annually in January. Payment shall be made no later than 45 days from date of invoice ("Due Date").

Failure to Pay:

If a Subscriber fails to make any payment in full by the Due Date, GRUCom shall after providing ten (10) day notice, terminate the Subscribers access to the Radio System. Subscriber's defaulted Subscription Fee will be included in the following year's Costs of the Radio System.

Services Included in the Subscription Fee:

Scope of Support Services Provided by GRUCom:

GRUCom will provide 24 hour, 7 day per week system monitoring and response and at all times maintain an inventory of spares and retain those services as needed to assure reliable operation of the radio system.

GRUCom will manage the Motorola Support Contract

GRUCom will produce and provide a system data report quarterly to the Subscribers.

Ownership/Management of the "Prime Site" (i.e. the radio system headend and central control station):

GRUCom is the owner, operator, and manager of the "Prime Site" central radio control system and equipment which responsibilities includes:

- Facility and property management
- The Motorola ASTRO25 Project 25 (P25) public safety radio system core/hub and all associated sub-systems.

Ownership/Management of the Tower Sites:

GRUCom shall be responsible for the GPD Tower Site, the WYKS Tower Site, and the Millhopper Tower Site.

Alachua County shall be responsible for the Phifer Tower Site, the Waldo Austin Cary Tower Site, and the High Springs Tower Site.

Responsibilities include, but are not limited to, all property management matters such as land development, site acquisition, site improvement, site maintenance, leasing/landlord matters, rent, and maintenance/expenses associated with the equipment shelter, grounding systems, utilities, stand-by power generator, fuel, etc. required at each site to support the Radio System Transmitter Station.

GRUCom's Radio System shall be charged market-rate rent at the GPD Tower Site and the Millhopper Tower Site. Such rent will be indexed to be equal to the rent which GRUCom TRS is charged for use of the WYKS Tower Site.

Ownership/Management of the Transmitter Stations:

GRUCom is the owner, operator, and manager of each transmitter station.

For clarity, the components of a Transmitter Station are separate and distinguishable from each Tower Site which contains a Transmitter Station.

Transmitter stations include, but are not limited to the amplifiers, repeaters, antennas, frequency combiners, cabling, computers, and controllers installed at each Tower Site. The Transmitter Station is distinguished as being separate from the Tower Sites

Fiber Optic Communications Services to/from/between the Prime Site and the Transmitter Stations at each Tower Site:

GRUCom shall be provide the fiber optic telecommunications system.

GRUCom Radio System shall be charged market-rate for use of GRUCom fiber optic telecommunications services.

Fiber Optic Communications Services to/from/between the Prime Site and Dispatch Centers:

GRUCom shall be provide the fiber optic telecommunications system.

GRUCom Radio System shall be charged market-rate for use of GRUCom fiber optic telecommunications services.

Services excluded from the Subscription Fee:

Ownership/Management of Dispatch Consoles:

Each Subscriber will be responsible for the acquisition, operation, and maintenance of its own dispatch consoles.

The previous practice of per unit console billing shall be discontinued. Instead, consoles will be assigned to their associated Subscriber and the talk time for those consoles will be registered and calculated to determine that Subscriber's Subscription Fee.

Ownership/Management of Mobile and Portable Two-Way Radio Units:

Each Subscriber will be responsible for the acquisition, operation, and maintenance of its own Mobile and Portable Two-Way Radio Units.

The previous practice of per unit radio billing and cache radio program shall be discontinued. Instead, radios will be assigned to their associated Subscriber and the talk time for those radios will be registered and calculated to determine that Subscriber's Subscription Fee.

Programming of Mobile and Portable Two-Way Radio Units:

GRUCom shall be responsible for registering of all mobile and portable two-way radio units.

Each participating agency will be responsible for the acquisition, operation, and maintenance of its own mobile and portable two-way radio units.

Each participating agency will have a one-month grace period every October to on-board new radios at no charge, but any radios on-boarded Nov thru Sept would be subject to a flat fee charged per radio. The intent of this policy would be to discourage high churn on the system.