

**FIRST AMENDMENT TO
INTERLOCAL AGREEMENT BETWEEN THE CITY OF GAINESVILLE AND
THE UNIVERSITY OF FLORIDA FOR AND ON BEHALF OF
THE BOARD OF TRUSTEES
FOR PUBLIC SAFETY TRUNKING RADIO SERVICES**

THIS FIRST AMENDMENT is made this ____ day of _____, 2011, by and between the City of Gainesville, d/b/a Gainesville Regional Utilities, a municipal corporation organized and existing under the laws of the State of Florida, herein referred to as "GRU," and the University of Florida Police Department, by and through its Board of Trustees, hereinafter referred to as the "UPD." GRU and the UPD may also be referred to individually as "PARTY" or collectively as "PARTIES."

WITNESSETH:

WHEREAS, the Parties hereto have entered into an INTERLOCAL AGREEMENT FOR TRUNKING RADIO SERVICES, dated May 22nd, 2000, which shall be referred to throughout this FIRST AMENDMENT as "INITIAL CONTRACT"; and

WHEREAS, the Parties hereto desire to further amend the INITIAL CONTRACT in order to make the revisions more fully described herein below; and

WHEREAS, upon completion of the TRS SYSTEM replacements described herein the Parties intend to create a modified version of the INITIAL CONTRACT to incorporate this FIRST AMENDMENT into a single document for simplicity of use through 2020.

NOW, THEREFORE, in consideration of the foregoing and of the mutual benefits to be obtained from the covenants stated, the Parties agree as follows:

**ARTICLE 2
TERM OF AGREEMENT**

Part 1. Article 2, Section 2.1 of the INITIAL CONTRACT is hereby amended to extend the INITIAL CONTRACT term and to read as follows:

Section 2.1. The term of the INITIAL CONTRACT shall be through September 30, 2020.

Part 2. Article 3, Sections 3.5 and 3.6 of the INITIAL CONTRACT are hereby amended to read as follows:

**ARTICLE 3
SYSTEM ACCESS AND CHARGES**

Section 3.5. SUBSCRIBER UNIT charges shall be as follows:

| <u>Item</u> | <u>Charge</u> |
|------------------|--|
| Access Charge | \$50.50/Month/voice SUBSCRIBER UNIT \$385.00/Month/wireline console SUBSCRIBER UNIT |
| Activation Fee | \$50.00/SUBSCRIBER UNIT |
| Detailed Billing | \$2.00/Month per SUBSCRIBER UNIT up to \$30.00/Month per PARTICIPATING AGENCY |

GRU shall replace all of the TRS SYSTEM's twenty eight (28) existing wireline console units with new units and shall retain ownership and maintenance of said units. Each PARTICIPATING AGENCY shall continue to be billed for wireline console SUBSCRIBER UNITS based on the number of units that GRU replaces for each PARTICIPATING AGENCY. Maintenance shall include all licenses, software upgrades, component repair and replacement, miscellaneous programming, and labor associated with the wireline console equipment installed and owned by GRU. GRU will not be liable for wireline console failures due to deliberate misuse or negligence.

The activation fee shall not apply to SUBSCRIBER UNITS purchased through GRU before December 19, 1999. For the purposes of charging for detailed billing, agencies are defined as entities represented on the RADIO MANAGEMENT BOARD (Section 6.1).

SUBSCRIBER UNIT Access Charges will be effective upon execution of this FIRST AMENDMENT. If this FIRST AMENDMENT is executed prior to March 31, 2012, any monies due to the UPD for SUBSCRIBER UNIT Access Charges assessed by GRU after October 1, 2011 and in excess of the Access Charges listed in this section will be credited to the UPD's account with GRU for SUBSCRIBER UNIT Access Charges.

Section 3.6. SUBSCRIBER UNIT Access Charges, Activation Fees, and special billing fees shall remain fixed through September 30, 2012. These charges shall be adjusted each FISCAL YEAR thereafter to reflect 50% of any change in the CPI-U, beginning with the December 31, 2010 index value.

Subscriber Unit Access Charges, Activation Fees, and special billing fees identified in the INITIAL CONTRACT are based on GRU's use of Motorola platform. Any change of the platform that results in a reduction to the purchase amount shall be reflected in a corresponding reduction to the Subscriber Unit Access Charges, activation fees, and special billing fees identified in Article 3 of the INITIAL CONTRACT.

Part 3: Article 4 of the INITIAL CONTRACT, TRS SYSTEM DESIGN AND PERFORMANCE CRITERIA, is hereby amended to add Section 4.6 and to read as follows:

**ARTICLE 4
TRS SYSTEM DESIGN AND PERFORMANCE CRITERIA**

Section 4.6. All of the upgraded, replacement, and/or new components of the TRS SYSTEM shall be P25 compliant. The TRS SYSTEM shall be P25 capable and operational no later than September 30, 2012.

Part 4. Article 8 of the INITIAL CONTRACT, GAINSHARING, is hereby deleted in its entirety.

Part 5. Article 9, Section 9.1 of the INITIAL CONTRACT is hereby amended to remove references to GAINSHARING and to read as follows:

**ARTICLE 9
BUDGETING AND ACCOUNTING**

Section 9.1. By March 15 of each year, GRU shall prepare and deliver an annual estimate of the cost to each PARTICIPATING AGENCY for SUBSCRIBER UNIT and console access charges for the upcoming FISCAL YEAR. Such annual estimates for the UPD shall be prepared in accordance with Exhibit D and reflect the amendments to Exhibit D as of December 31 of the prior year.

Part 6. EXHIBIT A of the INITIAL CONTRACT, SUBSCRIBER UNIT MAINTENANCE CHARGES, is hereby deleted in its entirety.

Part 7. EXHIBIT C of the INITIAL CONTRACT, METHODOLOGY AND EXAMPLE FOR CALCULATING GAINSHARING CREDITS, is hereby deleted in its entirety.

IN WITNESS WHEREOF, the Parties have caused this FIRST AMENDMENT to the INITIAL CONTRACT to be executed for the uses and purposes set forth therein.

UNIVERSITY OF FLORIDA

BY: _____
Robert Miller, Interim Vice President for
Business Affairs

ATTEST:

APPROVED AS TO FORM:

CITY OF GAINESVILLE

BY: Craig Lowe
Craig Lowe, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

for Sharon D. Williams
Kurt Lannon, Clerk
(SEAL)

Shayla L. McNeill Dec 29, 11
Shayla L. McNeill
Utilities Attorney