

**INTERLOCAL AGREEMENT
BETWEEN ALACHUA COUNTY AND THE CITY OF GAINESVILLE
FOR THE ACQUISITION OF THE TRUNKED RADIO SYSTEM**

This Interlocal Agreement (the "Agreement") is made and entered into this _____ day of June 2023 by and between ALACHUA COUNTY, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners (the "County"), and the CITY OF GAINESVILLE, a municipal corporation of the state of Florida, by and through its City Commission on behalf of itself and the GAINESVILLE REGIONAL UTILITIES (the "City"). Collectively hereinafter the County and City are referred to as the "Parties".

WHEREAS, the City owns and operates, through Gainesville Regional Utilities Department, a Trunked Radio System ("TRS" or "the System") which operates as the primary radio system in place for all public safety agencies in Alachua County; and

WHEREAS, the City desires to transfer and the County desires to acquire the TRS from the City for the consideration and on the terms and subject to the conditions that are set forth herein and which shall be established in greater detail in a forthcoming Purchase and Sale Agreement to be entered into between the Parties; and

WHEREAS, the Parties now desire to enter into an Interlocal Agreement pursuant to the power granted to the parties under § 163.01, Florida Statutes, for purposes of establishing the general understanding of the Parties, due diligence and conditions precedent to the transaction and binds both Parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

PART I. GENERAL UNDERSTANDING OF THE PARTIES

This Agreement sets forth the general, material terms of agreement between the Parties regarding the sale of the TRS by the City to the County. It is not a complete statement of all terms and conditions of the Transaction (as such term is defined below), which require further due diligence between the Parties, but it does contain the material terms of the Transaction to which the Parties intend and agree to be binding and enforceable.

The Parties agree that the City shall sell to the County, and the County shall purchase from the City (the "Transaction"), the TRS assets of the City (the "Assets") according to the terms and conditions of this Agreement. The Parties mutually agree that by entering into this Agreement, this Agreement is considered an existing contractual arrangement for the County to acquire the System from the City.

The Parties understand that additional due diligence with respect to the Transaction are required, and that the Transaction shall not close unless and until a mutually acceptable, definitive Purchase and Sale Agreement and related documents are approved and executed by the Parties (the "Purchase and Sale Agreement") and certain other conditions precedent as set forth in this Agreement and the Purchase and Sale Agreement are satisfied. To facilitate such due diligence, the Parties desire to set forth below the basic terms of the Transaction and their understanding with respect thereto:

A. Purchase Price. Based on the information available to date and subject to the conditions precedent set forth below and those which will be included within the Purchase and Sale Agreement, the County would acquire the Assets, free and clear of all debt, liens and encumbrances at the closing of the Transaction, for \$8,000,000.00 (the "Purchase Price"). The Purchase Price would be paid in cash or in immediately available funds at such closing, subject to appropriate holdbacks.

B. Deadline for Execution of Purchase and Sale Agreement. The Parties agree that they shall use their best efforts to execute a Purchase and Sale Agreement no later than August 31, 2023, unless a later date is agreed upon in writing by the Parties.

C. Closing Date. The Parties agree that the closing and consummation of the Transaction (the "Closing") shall take place no later than September 30, 2023, and that the effective date of the transfer shall be October 1, 2023.

D. Partial Assignment of Frequency Licenses. As a condition to the Closing, the City shall assign to the County its licenses for the frequencies as listed in Exhibit "A" attached hereto and incorporated herein (the "Frequency Licenses") and will assist the County in taking any actions necessary before governmental agencies, including, but not limited to, the United States Federal Communications Commission ("FCC"), to ensure transfer of the Frequency Licenses occurs. Such assignment shall be a partial assignment, as the City will retain its license(s) to use any frequencies not listed in Exhibit "A".

E. Transfer of Assets. At time of Closing, the Assets shall be transferred to the County pursuant to a Bill of Sale from the City and the transfer of any title documentation. The Assets include all equipment, software licenses, or other components that comprise the System, including spare parts. The Assets include, but are not necessarily limited to, those listed in Exhibit "B" attached hereto and incorporated herein. The list of Assets may be altered in the Purchase and Sale Agreement upon additional due diligence being conducted if the Parties discover that any item on the list is not a component of the System or if the Parties discover that a component of the System is not included on the list. In addition to the transfer of Assets, it is necessary to acquire software licenses currently held by the City for certain components of its Assets. The software licenses shall be transferred to the County pursuant to either an assignment of the City's agreements or a new agreement with the software licensing companies along with any other documentation required for the assignment by the software Licensing companies. The City shall use best efforts and take all steps necessary to assist the County in the

assignment with the software licensing companies and provide any information that may be helpful to the County should the County choose to enter into new agreements with the software licensing companies. To the extent such Assets need to be separated from other City assets, such separation shall be at the cost of the City.

F. User Agreements. As a condition to the Closing, no later than July 15, 2023, the City shall notify, in writing, the following entities, which are the users of the TRS of the pending transfer of ownership of the system:

- i. The City of Alachua, Florida;
- ii. The City of High Springs, Florida;
- iii. The City of Newberry, Florida;
- iv. Gainesville Regional Airport;
- v. Santa Fe College;
- vi. University of Florida Health/Shands Medical Center;
- vii. University of Florida University Police Department;
- viii. U.S. Veteran Affairs Medical Center;
- ix. Alachua County Health Department;
- x. The Alachua County Sheriff's Office; and
- xi. The Gainesville Regional Transit System.

If any users listed above have a valid and existing user agreement with the City, the City shall terminate the user agreement effective October 1, 2023. The City shall retain any amount of user fees due and owed to it through September 30, 2023, whether collected before, on or after October 1, 2023.

G. New User Agreement for GRU and the City. The Parties agree that any existing user agreement between the County and City shall be terminated at Closing. At or prior to Closing, upon mutual agreement of the Parties, the Parties shall enter into new user agreements for both Gainesville Regional Utilities (GRU) and the City, which agreements shall be effective October 1, 2023. Within the new user agreements, GRU shall pay the County \$164,000 per year for the initial five (5) years (a total of \$820,000), and concurrently the City shall pay the County \$937,000 per year for the initial two (2) years and \$750,000 per year for the following three (3) years for use of the System.

H. Co-location Agreements. At or prior to Closing the Parties shall enter into Co-location agreements to allow the County to co-locate System equipment on the following City-owned towers: the Gainesville Police Department Tower and the Millhopper Tower, as well as the tower owned by WYKS the locations of which are described in Exhibit "C" attached hereto. In addition, the Parties shall enter into a Co-location agreement at or prior to Closing for use of the City's existing ground lease and equipment shelter located at the WYKS Tower site.

I. Opinion of Counsel. As a condition to Closing, the City shall provide the County with a written opinion from its City Attorney's Office stating that: (i) The TRS is not

considered a “city utility system, or any part thereof,” that would “materially reduce the capacity of that system to produce, distribute or treat,” as referenced in Part I, section 5.04 of the City’s Charter; (ii) that the Purchase and Sale Agreement is valid, binding and enforceable against the City to effectuate the lawful transfer of the Assets to the County; and (iii) that the Transaction will not violate any City charter provision, City contract or lease, or covenant contained in any bond or debt instrument issued by the City.

J. Liabilities. The City shall retain, and indemnify the County from, all liabilities relating to the Assets arising from acts, omissions, events, conditions or circumstances occurring prior to closing of the Transaction.

K. Additional Covenants. The County covenants and agrees that, until October 1, 2047: (1) it will not enter into any contractual arrangement to license, lease or sell or similar agreement allowing for use of the system of greater than 10% of the TRS to a “nongovernmental person” or “related party” to such person within the meaning of Treasury Regulation Sections 1.141-1(b) and 1.150-1(a), respectively, (a “Private Party”), including any organization recognized as being described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”), or otherwise permit a Private Party to use greater than 10% of the TRS, for which the aggregate amounts received by the County from Private Parties exceed 10% of the total purchase price of the TRS under this Agreement, and (2) it will not allow usage of the TRS by Private Parties in excess of 10% of the available usage of the TRS in any case where the revenues derived from such usage by Private Parties equals 10% or more of the gross revenues derived from total usage of the TRS (including and assuming the County contributed revenues at the same rate as the other users of the TRS), in either the case of (1) or (2) without obtaining an opinion of bond counsel to Gainesville Regional Utilities that the same will not adversely affect the exclusion of the interest on any bonds heretofore issued by the City to finance or refinance the TRS from the gross income of the holders thereof for federal income tax purposes pursuant to Section 103 of the Code. For purposes of the foregoing limitations, 5% is substituted for 10% each place it appears if the subject use by a Private Party is not related and disproportionate to use of the TRS by the City, the County or other “governmental person” within the meaning of Section 141 of the Code and the Treasury Regulations thereunder. The County further covenants to provide to the City within 90 days from the end of each Fiscal Year of the County, the total amount of use by Private Parties of the TRS. This clause (k) shall only apply to the assets acquired by the County from the City through this Transaction and shall not apply to the existing equipment the County’s owns that may become part of the TRS nor any future assets acquired through expansion or replacement TRS assets purchased by the County after this Transaction.

PART II. DUE DILIGENCE

The County shall have the right to evaluate the Transaction through investigations and due diligence, including, but not limited to review of the following information (regardless of format) as may exist relating to the System and the Assets, which the City shall make available immediately upon request:

- i. Material litigation and claims, including matters threatened but not yet brought related to the System;
- ii. Debts, defaults, or other issues limiting the City's rights with respect to the Assets or the System;
- iii. Regulatory and governmental matters, including operational filings, FCC proceedings and reports to government agencies related to the System;
- iv. Any bond and/or tax matters related to the System;
- v. Real property matters pertaining to the System and the Assets;
- vi. Documents/information relating to the operation and maintenance of all components of the System (including but not limited to all TRS Towers), including but not limited to maintenance records and plans related to the Assets, and documentation concerning software agreements and updates related to the System;
- vii. Studies, forecasts, models, or similar reports concerning the System and the operation and management thereof;
- viii. Security and safety plans;
- ix. Contracts related to the System;
- x. Financial records;
- xi. Agreements related to the use of the System by third parties, including but not limited to those users described in Part I, paragraph F above;
- xii. Instruments of indebtedness, including notes, loans, synthetic leases, guarantees, letter of credit, etc. related to the System; and
- xiii. Accounts receivable related to the System and users thereof.

In conducting its due diligence, the County's review will also include, but not be limited to, a review of the physical assets and risk management/insurance records related to the Assets and any audits of the TRS.

The County will use reasonable efforts to complete its due diligence of the System no later than August 1, 2023. The City will make available to the County all of the City's employees, vendors, contractors, consultants, and advisors so that the County's representatives will have reasonable access to information developed or retained by such employees, vendors, contractors, consultants, and advisors in relation to the Assets and reasonable opportunity to discuss such information with such persons.

PART III. CONDITIONS PRECEDENT

The Parties shall not be required to execute any Purchase and Sale Agreement unless there is a mutual agreement between the Parties. The Parties shall not be required to execute any Purchase and Sale Agreement unless the Parties determine that all of the following conditions have been satisfied:

- I. All conditions, obligations, and requirements contained in Part I of this Agreement have been satisfied;

- II. The County is satisfied with the results of its investigations and due diligence conducted pursuant to Part II of this Agreement;
- III. The County determines that it can reasonably receive all applicable regulatory approvals necessary to operate the System, including but not limited to approvals by the FCC and any other third-parties, in each case on terms and conditions acceptable to the County;
- IV. The County determines that it can reasonably enter into an assignment or new agreement with all necessary software providers of the system;
- V. Gainesville Regional Utilities receives approval from the City Commission to enter into the Purchase and Sale Agreement; and
- VI. The County receives approval from the Board of County Commissioners to enter into the Purchase and Sale Agreement.

The Parties acknowledge and agree that the consummation of the Transaction contemplated by this Agreement shall be subject to the satisfaction of the conditions set forth herein and other conditions to closing as shall be set forth in the Purchase and Sale Agreement.

PART IV. ADDITIONAL TERMS & CONDITIONS OF THIS AGREEMENT

A. Good Faith Dealings. The Parties shall deal with each other in good faith through September 1, 2023, unless this Agreement is earlier terminated pursuant to subsection C below (the "Due Diligence Period") to finalize and execute the Purchase and Sale Agreement subject to the conditions set forth herein.

B. Exclusivity. In order to induce the County to commit the resources necessary for the due diligence and evaluation of the Transaction, the City agrees that, during the Due Diligence Period it will not, directly or indirectly, or through an official, employee, representative or by or through the use of any other conduit, offer to transfer (whether by asset sale or otherwise) the Assets or any portion thereof to any person or entity, or request, solicit or otherwise encourage inquires, proposals or offers from any person or entity but the County with respect to the Assets or any portion thereof or any transaction contemplated by the Transaction.

C. Termination. This Agreement shall terminate on the earlier of: (i) execution of the Purchase and Sale Agreement, (ii) the expiration of the Due Diligence Period, or (iii) written notice by the County or the City to the other party that the party providing notice believes that one or more of the conditions precedent listed in Part III of this Agreement have not been satisfied.

D. Legal Challenges to the Transaction. The parties agree that they shall work together to include a clause in the Purchase and Sale Agreement for this Transaction which will address how to equitably make the County whole should a legal action be brought forward to challenge the Transaction which is successful on the merits and requires the County to remit the assets of the TRS to the Gainesville Regional Utilities Authority after a final order of the court.

E. Notices. Except as otherwise expressly permitted herein, all notices required or permitted to be given hereunder shall be in writing and shall be deemed effective upon receipt by the Party to whom sent. Unless changed by written notice given by either Party to the other pursuant hereto, such notices shall be given to the Parties at the following addresses:

If to the County: Chief, Alachua County Fire and Rescue
P.O. Box 5038
Gainesville, FL 32627

If to the City: Telecommunications Officer, Gainesville Regional Utilities
City of Gainesville
P.O. Box 490, Station 19
Gainesville, FL 32627

F. Cost and Expenses. Each party shall bear its own costs and expenses (including fees of counsel and outside advisors) in connections with the preparation, negotiation, execution and delivery of this Agreement and any Purchase and Sale Agreement (whether or not the Transaction is consummated).

G. Limitations on Liability. In no event shall either party be liable to the other party or its representatives for any special, indirect, non-compensatory, consequential, incidental, punitive or exemplary damages of any type arising out of this Agreement.

H. No Third-Party Beneficiaries. This Agreement is intended for the benefit of the Parties hereto and is not intended to and does not confer any benefit on any third party.

I. Choice of Law. This Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of laws principles. Venue shall be in the state courts of Alachua County, Florida.

IN ANY LITIGATION ARISING FROM OR RELATED TO THIS AGREEMENT, THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OF EITHER PARTY TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

J. Public Records. The Parties acknowledge that both are subject to the Florida Public Records Act, chapter 119, Florida Statutes. The Parties agree to comply with the requirements of that law.

K. Assignment. This Agreement may not be assigned or transferred by either Party without the prior written consent of the other Party. The terms and conditions set forth herein shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Parties.

L. Modifications. This Agreement may be modified and amended by mutual agreement of the Parties; however, any modification shall only become effective upon incorporation of a written amendment to this Agreement, duly executed by both Parties.

M. Counterparts and Electronic Signatures. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the City with instructions on how to use said method. Delivery of this Agreement bearing a manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of the document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

N. Severability. If any provisions of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected by shall remain in full force and effect.

O. Non-Waiver. The failure of a Party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

P. Construction of the Agreement. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.

Q. Non-Discrimination. The Parties agree not to discriminate against any person on grounds of race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, political opinions or affiliations, veteran status, or other legally protected classes under the laws of the State of Florida or the Federal government.

R. Force Majeure. Neither Party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Agreement due directly or indirectly from natural disasters, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, terrorism, pandemics or health crises, strikes, or labor disputes.

S. Entire Agreement; Effective Date. This Interlocal Agreement represents the entire agreement and understanding of the Parties regarding the subject matter hereof and supersedes all previous understandings, written or oral. It is the expectation of the Parties that this Agreement will be superseded in its entirety by the forthcoming Purchase and Sale Agreement to be executed by the Parties. This Agreement shall become effective upon full execution of the Agreement by both Parties and its filing with the Alachua County Clerk of Circuit Court in accordance with Section 163.01(11), Florida Statutes.

(Remainder of page is intentionally blank).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

ALACHUA COUNTY, FLORIDA

Anna Prizzia, Chair

ATTEST:

J.K. "Jess" Irby, Clerk of Court

APPROVED AS TO FORM

County Attorney's Office

CITY OF GAINESVILLE, FL

Harvey Ward, Mayor

ATTEST:

Omichele D. Nattiel-Williams, City Clerk

APPROVED FOR LEGAL SUFFICIENCY

Daniel M. Nee, City Attorney

Exhibit "A"
Listing of Frequencies To Be Assigned To the County By the City

FCC Callsign WPTA884

Frequencies

852.275/807.275
852.1875/807.1875
853.675/808.675
853.525/808.525
853.3125/808.3125
852.8125/807.8125
852.775/807.775
852.5625/807.5625
851.1875/806.1875
851.775/806.775
853.775/808.775

FCC Callsign WPTA972

Frequencies

851.5125/806.5125
851.0125/806.0125
852.0125/807.0125
852.5125/807.5125
852.5125/807.5125
853.0125/808.0125

**Exhibit “B”
Equipment Assets List**

Type	QTY	SERIAL NUMBER	Part Number
Hardware	1	WFJ4EA5Q	DLN8017A
Hardware	1	WF4JDC8A	DLN8017A
Hardware	1	PMF0992886G4R6R	DLN8014A
Hardware	1	DHS1FGD-21045252C1	DLN8015A
Hardware	1	DHSISH1721M2GZAF	DLN8006
Hardware	6	No Serial	DLN8007
Hardware	1	B1BUCP1065221	HP
Hardware	1	B1BUCP1065222	HP
Hardware	1	2917	DSTRAK91009E
Hardware	1	853	DSTRAK9100EXP
Hardware	1	853	DSTRAK9100EXP
Hardware	2	No Serial	DSTRAK91061
Hardware	1	No Serial	TRAK
Hardware	1	No Serial	TRAK
Hardware	2	No Serial	TRAK
Hardware	1	No Serial	TRAK
Hardware	1	TW07HKV14X	CLN1869A
Hardware	1	TW07HKV0Y4	CLN1868A
Hardware	1	TW07HKV1MJ	CLN1868A
Hardware	1	TW07HKV0XL	CLN1868A
Hardware	1	112IUC0570	F2979
Hardware	1	MXL1142M4P	TT3903A
Hardware	1	MXL1142M4L	TT3903A
Hardware	1	MXL1142M4N	TT3903A
Hardware	2	No Serial	GP70N
Hardware	1	FG101ETK20003283	T8586A
Hardware	1	FG101ETK20003362	T8586A
Hardware	1	112CND0471	MOTOROLA
Hardware	1	469SNC003L	MOTOROLA
Hardware	1	469SNG069R	MOTOROLA
Hardware	1	CZ3220AN0550	JUNIPER
Hardware	1	185122011000316	JUNIPER
Hardware	1	AT MOTOROLA	MCC7500

Hardware	1	229096-D1	BIRD
Hardware	1	229096-C1	TX/RX
Hardware	3	No Serial	B1912A
Hardware	3	No Serial	B1914a
Hardware	2	No Serial	PCTEL
Hardware	5	No Serial	STARTECH
Hardware	4	No Serial	MOTOROLA
Hardware	2	No Serial	MOTOROLA
Hardware	1	227CQF0000	MOTOROLA
Hardware	1	227CMX0057	MOTOROLA
Hardware	1	277CPK0072	MOTOROLA
Hardware	1	277CPZ0031	MOTOROLA
Hardware	1	277CPV0009	MOTOROLA
Hardware	1	112CUB1391	DLN6566A
Hardware	1	112CND0348	DLN6567A
Hardware	1	No Serial	CLF1857A
Hardware	1	454CTZ1029	PCN6568B
Hardware	1	112CND0349	PCN6568B
Hardware	1	112CTK0637	PCN6568B
Hardware	1	112CND0345	DLN6566A
Hardware	1	BB8A0455	DLN6566A
Hardware	1	BB9C0WS8	DLN6566A
Hardware	1	454CTZ1776	DLN6966A
Hardware	1	BB8A0399	PMCN4043
Hardware	1	147CXX0215	SQM01SUM0205
Hardware	1	147CND0649	SQM01SUM0205
Hardware	1	147CND0653	SQM01SUM0205
Hardware	1	147CND0538	SQM01SUM0205
Hardware	1	147CND0539	SQM01SUM0205
Hardware	1	147CND0558	SQM01SUM0205
Hardware	1	147CND1258	SQM01SUM0205
Hardware	1	147CND1257	SQM01SUM0205
Hardware	1	147CND0545	SQM01SUM0205
Hardware		BB3904EQ	CPN1047A

Hardware	2	CAE020HK92	CLF1849A
Hardware		BB3904EB	CLF1849A
Hardware	2	CAE0003YWD	CLF1510A
Hardware		CAE0001GPH	CLF1510A
Hardware	2	43Y99	CLF1530A
Hardware		474NK	CLF1530A
Hardware	5	No Serial	MOTOROLA
Hardware	1	No Serial	CCN7374A
Hardware	1	No Serial	TTN4010B
Hardware	1	No Serial	MOTOROLA
Antenna Sys	1	N022541-1-11	BMR-12-H-B1

DESCRIPTION

FRU: 600 GB HARD DRIVE, DAS 4525/4125
FRU: 600 GB HARD DRIVE, DAS 4525/4125
FRU: DAS 4525 POWER SUPPLY
FRU: DAS 4525 CONTROLLER MODULE
FRU: DL380 G10 POWER SUPPLY
FRU: DLN380 G10 FAN
EXTERNAL DVD DRIVE
EXTERNAL DVD DRIVE
REMOTE SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM AC
TRAK EXPANSION SHELF
TRAK EXPANSION SHELF
FOUR PORT DDM
TRAK REFERENCE CARD
TRAK TELCO CARD
TRAK POWER SUPPLY
FDM CARD
HPE Aruba 2930F-48
HPE Aruba 2930F-24
HPE Aruba 2930F-24
HPE Aruba 2930F-24
MLC 8000
Z2 MINI G5 WORKSTATION
Z2 MINI G5 WORKSTATION
Z2 MINI G5 WORKSTATION
HP KEYBOARD
Fortinet FG101-E VPN/Firewall (ISSI,etc)
Fortinet FG101-E VPN/Firewall (ISSI,etc)
MOTOROLA GCP8000
MOTO SDM 3000
MOTO SDM 3000
SRX 345
SSG140
MOTOROLA VOICE PROCESSOR MODULES

[illegible]

QUANTAR PA ASSEMBLY
QUANTAR PA ASSEMBLY
QUANTAR EXCITER
QUANTAR EXCITER
QUANTAR RECIEVER
QUANTAR RECIEVER
QUANTAR COMMAND BOARD
QUANTAR FOUR WIRE BOARD
QUANTAR V24 BOARD
QUANTAR SCM EPIC BOARD
Radio Frequency Systems Antenna

Exhibit "C"
City's Tower Site Location Descriptions

Name of Tower

Location of Tower

Millhopper Tower:	4200 NW 53 AVE, GAINESVILLE, FL
Gainesville Police Department Tower:	721 NW 6 STREET, GAINESVILLE, FL
WYKS Tower location:	7120 SW 24TH AVE, GAINESVILLE, FL