

**INTERLOCAL AGREEMENT FOR PURCHASE AND SALE OF THE TRUNKED
RADIO SYSTEM**

By and Between

**ALACHUA COUNTY, FLORIDA
(County)**

and

**CITY OF GAINESVILLE, FLORIDA
(City)**

TABLE OF CONTENTS

Contents

INTERLOCAL AGREEMENT FOR PURCHASE AND SALE OF THE TRUNKED RADIO SYSTEM	1
1. RECITALS	2
2. COVENANT TO PURCHASE AND SELL; DESCRIPTION OF TRUNK RADIO SYSTEM ASSETS	2
3. PURCHASE PRICE	3
4. REPRESENTATIONS AND WARRANTIES OF CITY	3
5. REPRESENTATIONS AND WARRANTIES OF COUNTY	5
6. CONDITIONS PRECEDENT TO CLOSING	5
7. PRE-CLOSING CONDUCT; COVENANTS	6
8. TERMINATION OF AGREEMENT	8
9. CLOSING	9
10. POST-CLOSING COOPERATION	10
11. PURCHASED ASSETS CONDITION	11
12. LEGAL CHALLENGES TO THIS TRANSACTION	11
13. ADDITIONAL COVENANTS	12
14. ADDITIONAL TERMS & CONDITIONS	12
Exhibit "A"	A
Exhibit "B"	B
Exhibit "C"	BB
Exhibit "D"	CC
Exhibit "E"	DD
EXHIBIT "F"	FF
EXHIBIT "G"	ZZZ
EXHIBIT "H"	DDDDD

INTERLOCAL AGREEMENT FOR PURCHASE AND SALE OF THE TRUNKED RADIO SYSTEM

THIS INTERLOCAL AGREEMENT FOR PURCHASE AND SALE ("Purchase Agreement") is made and entered into this _____ day of _____, 2023 (the "Effective Date"), 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 GAINESVILLE REGIONAL UTILITIES AUTHORITY (the "GRUA"), a unit of the City with the authority to bind the City, created pursuant to Chapter 2023-348, Laws of Florida (the "City"). Collectively hereinafter the County and City are referred to as the "Parties" or individually as a "Party."

WHEREAS, the City owns and operates, through GRUCom, a 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

WHEREAS, in furtherance of the transfer the City and County entered into an Interlocal Agreement Between Alachua County and the City of Gainesville for the Acquisition of the Trunked Radio System recorded in the Official Records of Alachua County on June 30, 2023, Book 5102, Page 2146, which established the general understanding of the Parties (the "June 2023 Interlocal Agreement"); and

WHEREAS, in September 2023, the City and the County approved the first amendment to the June 2023 Interlocal Agreement to extend its term, as well as all dates and deadlines referenced therein, through December 31, 2023 (the "First Amendment"); and

WHEREAS, Chapter 2023-348, Laws of Florida, authorizes the GRUA to dispose of utility system assets as provided in Section 5.04 of Article V of the City Charter; and

WHEREAS, as set forth herein, the GRUA, on behalf of itself and the City, finds that the TRS is not a "city utility system, or any part thereof," the disposal of which would "materially reduce the capacity of" a city utility system "to produce, distribute or treat," as referenced in Part I, Section 5.04 of the City's Charter; therefore, a referendum is not required to sell the TRS to the County; and

WHEREAS, the Parties now desire to enter into the Purchase Agreement pursuant to the power granted to the Parties under Section 163.01, Florida Statutes, for the

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 foregoing recitals and benefits to be derived from the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and County hereby agree to sell and purchase the TRS assets upon the following terms and conditions:

1. RECITALS. The foregoing recitals are true and correct and are incorporated herein.
2. COVENANT TO PURCHASE AND SELL, DESCRIPTION OF TRUNKED RADIO SYSTEM ASSETS.
 - a. County shall buy from City, and City shall sell to County, the Purchased Assets (as hereinafter defined) of the TRS upon the terms, and subject to the conditions precedent, set forth in this Purchase Agreement.
 - b. "Purchased Assets" shall include all assets and rights, which may be both tangible and intangible, that City owns, and which comprise the TRS, including:
 - i. All Frequency Licenses which are identified in **Exhibit "A"** to this Purchase Agreement, as incorporated herein by reference.
 - ii. All equipment, rolling stock, and tools that comprise the TRS which are identified in **Exhibit "B"**, including spare parts.
 - iii. All software licenses necessary to the function of the TRS which are identified in **Exhibit "C"**.
 - iv. Copies of all sets of record drawings, including as-built drawings, showing all facilities upon which the TRS is located including all original tracings, sepias, or other reproducible materials in City's possession, and including rights of City to obtain copies of such items from engineers, contractors, consultants or other third Parties, in paper and electronic form.
 - c. The Parties do not assume any debts, liabilities, obligations, or other financial, legal, or service obligations of the other Party, except as may be expressly provided hereunder or as may be otherwise provided in writing. The Parties do not assume and shall not be liable for any expense, assessment, exposure, fine, penalty, liability, act or omission of any kind whatsoever imposed or required by any third party, whether known or unknown, contingent, liquidated or not liquidated, arising or accruing under

contract, tort, or pursuant to statute, rule, ordinance, law, regulation or otherwise, arising or accruing before or after the Closing Date when the operative act or omission was that of or attributable to the other Party for its actions.

3. PURCHASE PRICE. The total consideration to be paid for the Purchased Assets is the Purchase Price. By these presents, City and County covenant and agree that the Purchase Price to be paid to City at Closing is set forth as follows:

- a. Cash Payment: In consideration for receiving all Purchased Assets free and clear of all debt, liens, and encumbrances, at time of Closing, the County shall make a cash payment to the City in the amount of eight million dollars (\$8,000,000.00) (the "Purchase Price").

4. REPRESENTATIONS AND WARRANTIES OF CITY. As a material inducement to the County to execute this Purchase Agreement and perform its obligations hereunder, the City represents and warrants to the County as follows:

- a. The City is a municipal corporation of the State of Florida with all requisite power and authority, and has taken all requisite action necessary, to (i) enter into this Purchase Agreement, and (ii) perform all of the terms and conditions of this Purchase Agreement.

- b. Pursuant to Chapter 2023-348, Laws of Florida, the GRUA is authorized to enter into this Purchase Agreement on behalf of the City and to bind the City to all the terms and conditions of this Purchase Agreement.

- c. Pursuant to Chapter 2023-348, Laws of Florida, the GRUA is authorized, on behalf of the City, to dispose of utility system assets as provided in Section 5.04 of Article V of the City Charter.

- d. Section 7.10(1) of Chapter 2023-348, Laws of Florida, requires the City to transfer to the GRUA the "governance, operation, management and control of all utility systems, properties, and assets held in the possession of GRU as of January 1, 2023." The Purchased Assets are assets that were held in the possession of GRU as of January 1, 2023; therefore, in compliance with Section 7.10(1) of Chapter 2023-348, the City transferred the governance, operation, management and control of the Purchased Assets to GRUA. Pursuant to Section 7.03(1)(f) of Chapter 2023-348, Laws of Florida, the GRUA is authorized to dispose of assets pursuant to Part I, Section 5.04 of the City's Charter. The Purchased Assets are not a "city utility system" as that phrase is used in Part I, Section 5.04 of the City's Charter, nor are the Purchased Assets a "part" of a "city utility system" as those terms are used in Part I, Section 5.04 of the City's Charter because the Purchased Assets do not have any role, whatsoever, in the capacity of any of the "city utility systems" ability to "produce, distribute or treat". The City represents and warrants to the County that the disposal of the Purchased Assets to the County

would not “materially reduce the capacity of” any of the City’s utility systems, including but not limited to the City’s telecommunications system, “to produce, distribute or treat,” as referenced in Part I, Section 5.04 of the City’s Charter.

e. This Purchase Agreement is valid, binding, and enforceable against the City.

f. The City has obtained all necessary authorizations from the owner of the WYKS Tower Site for the City to enter into the Co-Location Agreement with the County for the WYKS Tower Site.

g. This 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.

h. The GRUA, on behalf of the City, approves this Purchase Agreement and has held all necessary public hearings required to authorize the City’s sale of the TRS, and the City has taken or will take prior to Closing all other appropriate governmental actions required to be taken by the City.

i. This Purchase Agreement constitutes, and all other agreements to be executed by the GRUA and/or the City Commission with respect to this Purchase Agreement will constitute, when executed and delivered, valid and binding obligations of the City, enforceable in accordance with their terms.

j. The City Commission has approved and executed the Waiver and Estoppel Agreement attached hereto as **Exhibit “I”**.

k. City has provided to the County copies of all TRS Certificates, Contracts, Leases, User Agreements, and any other agreement of any kind related to the TRS and Purchased Assets and shall secure any third-party consents which are a condition of transfer, assumption or assignment of such Certificates, Contracts, Leases, User Agreements and other agreements, to be assumed by County at Closing. Further, City has provided a copy of all notices that went out prior to August 18, 2023, to users of the System notifying them of this transaction.

l. To the best of City’s knowledge, there are no facts known to City which have or would have a material adverse effect upon the physical condition of the TRS or the Purchased Assets which have not been disclosed or provided to County in connection with this transaction.

m. To the best of City’s knowledge, no representation or warranty made by the City in this Purchase Agreement contains any untrue statement of material facts or omits to state any material fact required to make the statements herein contained not misleading.

n. The City shall apply the entirety of the Purchase Price from this sale to pay down GRUCom's debt obligations, as GRUCom's debt obligations come due. The parties acknowledge that this is a material term of this Purchase Agreement and that this provision shall survive the closing and termination of this Purchase Agreement.

5. REPRESENTATIONS AND WARRANTIES OF COUNTY. As a material inducement to City to execute this Purchase Agreement and to perform its obligations hereunder, County represents and warrants to City as follows:

- a. The County is a political subdivision of the State of Florida with all requisite power and authority and has taken all requisite power and authority to (i) enter into this Purchase Agreement, and (ii) carry out and perform the terms and conditions of this Purchase Agreement.
- b. The governing body of the County has approved the County entering into this Purchase Agreement and has held all necessary public hearings required to authorize the County's sale of the TRS, and the County has taken or will take prior to the Closing all other appropriate governmental actions to be taken by the County.
- c. This Purchase Agreement constitutes, and all other agreements to be executed by County with respect to this Purchase Agreement, will constitute, when executed and delivered, valid and binding obligations of County, enforceable in accordance with their terms.
- d. The execution, delivery and performance of this Purchase Agreement will not violate any provision of law applicable to the County, order of any court or agency of government applicable to County, nor any bond, indenture, agreement, or other instrument to which County is a party, or by which it is bound.

6. CONDITIONS PRECEDENT TO CLOSING. The obligations of each Party to close the transaction contemplated by this Purchase Agreement are subject to the conditions that on or before the Closing Date:

- a. There is not pending on the Closing Date any legal action or proceeding that prohibits the acquisition or sale of the Purchased Assets or prohibits County or City from closing the transaction, or prohibits the City transferring the Purchased Assets, or County from paying the Purchase Price, or that inhibits or restricts in any material manner County's use, title, or enjoyment of the TRS and Purchased Assets.
- b. Each of the Parties hereto has performed all the undertakings required to be performed by them under the terms of this Purchase Agreement.

- c. There is no material adverse change in applicable law or in the condition or value of the Purchased Assets or the TRS. For purposes of this Purchase Agreement, a "material adverse change" shall mean any event, condition, development, or effect that, either individually or in the aggregate, shall have been, or insofar as can reasonably be foreseen will be, materially adverse to the business operations, assets, value or conditions (financial or otherwise) of the TRS or the Purchased Assets.
 - d. All warranties and representations of the other Party are true in all material respects as of the Closing Date, except to the extent they specifically refer to another date.
 - e. The City shall have obtained all necessary consents or authorizations from third Parties for the assignment and assumption of Software Licenses and maintenance agreements as identified in **Exhibit "C"**.
 - f. The Parties shall enter into co-location agreements to allow the County to co-locate the System equipment on the following two City owned towers and equipment shelters and the one tower and equipment shelter that the City leases from Gillen Broadcasting, Inc.: the Gainesville Police Department Tower, the Millhopper Tower, and the tower leased from Gillen Broadcasting, Inc., the locations of which are described in **Exhibit "D."** The three co-location agreements that shall be executed by the Parties at Closing are attached hereto as **Composite Exhibit F**.
7. PRE-CLOSING CONDUCT; COVENANTS. The Parties covenant to each other, and shall conduct themselves, as follows:
- a. To the extent not previously provided to County, at the time of execution of this Purchase Agreement, City shall have furnished to County the following, to the extent they are in the possession of City, its employees, representatives, or agents (including engineers, and other contractors utilized by City):
 - i. Copies, including electronic and digital formats, of all plans and specifications showing the TRS as now constructed (as-built), including any ongoing maintenance information, including, but not limited to schedule of maintenance, maintenance logs, any reports setting forth the conditions of the towers upon which the Co-locations listed in **Exhibit "D"** are to occur;
 - ii. Copies of all warranties held by City with respect to the Purchased Assets;
 - iii. Copies of any and all effective insurance policies with respect to the Purchased Assets and TRS; and

- b. During the period between the Effective Date of this Purchase Agreement and the Closing Date, City shall:
 - i. Operate and maintain the TRS and Purchased Assets in a normal and ordinary manner to ensure that the condition of the TRS and the Purchased Assets remains in all material respects unchanged, normal wear and tear and usage excepted, and the chemical, tool and equipment inventory on hand shall not be materially diminished or depleted unless required to be used by the City, in its absolute and sole discretion;
 - ii. Not make any material changes to the TRS or the Purchased Assets without the prior written consent of County, said consent to not be unreasonably withheld;
 - iii. Provide County, or its designated agent(s), with unrestricted access to the business premises, TRS, Purchased Assets, City's employees, agents, or representatives, on reasonable advance notice and during normal weekday business hours;
 - iv. Notify County within five (5) days of any event, activity or occurrence that has, or may have, a material adverse effect upon the TRS or the Purchased Assets or this transaction;
 - v. Not enter any contract, lease, certificate or agreement that materially and directly effects the Purchased Assets without the prior written consent of County, said consent to not be unreasonably withheld;
 - vi. Develop with County a transition plan to ensure the orderly transfer of assets and operations;
 - vii. Not enter into any additional long or short term debt or other financial obligation financing new projects for the Purchased Assets; and
 - viii. Provide for termination of all construction contracts, payment of all contractors, subcontractors and suppliers and release of all liens and notices of commencement of construction so that there is no construction work in progress, payments due, or claims on the TRS at the time of closing or that may ripen post-closing.
- c. The risk of loss, injury, or destruction of the TRS and Purchased Assets shall be on the City until the Closing has been completed.
- d. From the Effective Date until the Closing Date, City shall not, without the prior written consent of County, accept any new user agreements or modify any existing user agreements, except for purposes of terminating such

agreements for Closing. Copies of any proposed new or modified user agreements shall be promptly delivered to County and shall not be signed by City without prior written consent (electronic correspondences permitted) from County, said consent to not be unreasonably withheld.

8. TERMINATION OF AGREEMENT.

- a. This Purchase Agreement may be terminated (i) by mutual written consent of the Parties, (ii) by either Party if the transactions contemplated hereby have not closed on or before the time required for Closing as provided in Section 9 of this Purchase Agreement, or (iii) as provided in paragraphs b. and c. below.
- b. County may terminate this Purchase Agreement, in its sole discretion, upon the occurrence of any of the following:
 - i. The failure of City, in any material respect prior to Closing, to satisfy any conditions precedent to closing or to comply with pre-closing conduct and covenants contained in this Purchase Agreement;
 - ii. Any material breach of this Purchase Agreement by City, including, but not limited to, a material breach of any representation or warranty, if City has not cured such breach within three (3) days after receipt of written notice from County; provided, however, such breach must in any event be cured five (5) days prior to the Closing Date unless the date for cure has been extended by County, which extension by the County may not be unreasonably withheld or denied; or
 - iii. Any other basis for termination on behalf of County otherwise set forth in this Purchase Agreement.
- c. City may terminate this Purchase Agreement, in its sole discretion, upon the occurrence of any of the following:
 - i. The failure of the County, in any material respect prior to Closing, to satisfy any of the conditions precedent to Closing;
 - ii. Any material breach of this Purchase Agreement by County, including, but not limited to, a material breach of any representation or warranty, if County has not cured such breach within three (3) days after notice from City, provided, however, such breach must in any event be cured within five (5) days prior to the Closing Date unless the date for cure has been extended by City, which extension by City may not be unreasonably withheld or denied;

- iii. The failure by the County to pay the Purchase Price on the Closing Date;
or
 - iv. Any other basis for termination on behalf of City otherwise set forth in this Purchase Agreement.
- d. Upon the occurrence of any of the basis for termination of this Purchase Agreement, the Party seeking to terminate this Purchase Agreement shall provide written notice of its termination of this Purchase Agreement to the other by delivering the same notice as provided in Section 14.c.
- e. Upon the termination of this Purchase Agreement, the following shall occur:
- i. To the extent permitted by Florida law, each Party shall return all documents, including copies, in its possession, custody, or control, of its agents and consultants to the other, as the case may be. The Parties acknowledge that information shared between County and City, each of which are governmental entities, is subject to disclosure and retention requirements of the Florida public records laws; and
 - ii. Except as otherwise set forth in this Purchase Agreement, each Party shall be responsible for payment of its own attorney and other professional fees and other costs of any nature whatsoever incurred prior to the termination of this Purchase Agreement.
9. **CLOSING.** The Parties shall use their best efforts to close this transaction ("Closing") on or before December 31, 2023 (the "Closing Date"), at a location mutually acceptable to both Parties, unless a later date is agreed upon in writing by the Parties.

At Closing:

- a. County shall pay the Purchase Price as required under Section 3 of this Purchase Agreement, subject to any adjustments as provided for in this Purchase Agreement.
- b. City shall deliver such documents and take such actions as are required to extinguish any lien the Purchased Assets.
- c. City shall assign to County its right, title and interest in those Frequency Licenses identified in **Exhibit "A"**. Prior to Closing and at closing, and if necessary post-closing if agreed to by the County's representative, the City shall use its best efforts to 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 the transfer of Frequency Licenses occurs.

- d. City shall transfer to the County pursuant to a Bill of Sale, a draft of which is attached hereto as **Exhibit “E,”** the Purchased Assets as listed in **Exhibit “A”** and any other title documentation necessary for the transfer of the Purchased Assets.
- e. City shall assign to the County all necessary Software Licenses and maintenance agreements as listed in **Exhibit “C”** using sufficient instruments to properly assign such licenses and cooperating with any third party necessary to accomplish such assignment.
- f. The three co-location agreements that shall be executed by the Parties at Closing are attached hereto as **Composite Exhibit “F”**.
- g. The Parties shall terminate any existing user arrangement between the County and the City and shall enter into new user agreements for both GRU and the City, which shall be effective January 1, 2024. The new user agreements shall require GRU shall pay to the County \$164,000.00 per year for the initial five (5) years (a total of \$820,000), and concurrently the City shall pay the County \$937,000.00 per year for the initial two (2) years and \$750,000.00 per year for the following three (3) years for use of the System. The new User Agreements to be executed by the Parties at Closing are attached hereto as **Composite Exhibit “G”**.
- h. All transfers required or necessary to carry out the intent and purpose of this Purchase Agreement shall take place at Closing, unless otherwise provided herein or extended by mutual written consent signed by both Parties.
- i. Each of the Parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants in connection with the negotiation, preparation and execution of this Purchase Agreement, and any documents associated with the Closing.
- j. All bills for services, materials and supplies rendered in connection with the construction, operation, and maintenance of the TRS prior to the Closing Date, including but not limited to electricity, phone service, and payroll for a period up to and including the Closing Date, shall be paid by City. County shall be responsible for all such costs and expenses incurred subsequent to Closing.
- k. The City shall deliver the duly executed City Bond Resolution Certificate attached hereto as **Exhibit “H”**.

10. POST-CLOSING COOPERATION.

- a. City and County shall, after the Closing Date, at no cost to the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and

delivered, all such further documents, acts, deeds, assignments, transfers, powers of attorney and assurances as may be required in order to implement and perform any of the obligations in this Purchase Agreement.

- b. Should the assignment of the Frequency Licenses as listed in **Exhibit "A"** continue past the date of Closing, the City shall use its best effort to assist the County with all necessary government agency approvals and in the interim grants the County the right to utilize the Frequencies listed in **Exhibit "A"** for the operation of the Purchased Assets as a TRS until the Frequency Licenses are officially transferred into the County's possession.
 - c. The respective representations and warranties of the Parties contained in this Purchase Agreement or any document delivered pursuant to this Purchase Agreement, unless otherwise prescribed herein, shall survive the consummation of the transactions contemplated hereby and continue for the later of five (5) years from the Closing Date or until full and final resolution (including all appeals) of any litigation challenging the transfer of the Purchased Assets to the County, and thereafter shall terminate. Provided, any provision of this Purchase Agreement which by its express terms is intended to operate after the above-described date shall survive until such time as all obligations and requirements related to such provision have been fully performed.
11. **PURCHASED ASSETS CONDITION.** The GRUA represents and warrants to the County the Purchased Assets are in good operating condition and shall be on the date of Closing. The City further warrants that it has disclosed to the County any information related to maintenance of the Purchased Assets that is necessary to operate and maintain the Purchased Assets as a TRS.
12. **LEGAL CHALLENGES TO THIS TRANSACTION.** The Parties agree that should a legal action be brought now or in the future, and it is determined by a court, that the City was prohibited from completing this transaction and/or which requires the County to remit the Purchased Assets and/or TRS system back to the City, or to the City under the control of the new GRUA, the City shall refund to the County the full \$8,000,000 Purchase Price within sixty (60) days of a final order of the court. If such an event occurs, the Parties agree to work cooperatively to transfer or assign all frequencies listed in **Exhibit A**, and all software licenses and maintenance agreements listed in **Exhibit C**, back to the City. In addition, the Parties agree that the Co-Location Agreements set forth in **Composite Exhibit F** and the User Agreements set forth in **Composite Exhibit G** shall also terminate in accordance with the termination provisions therein. Additionally, the County has the right, but not the duty, to intervene, bring action or defend in anyway this transaction in a court of law. The passage of HB 1645 resulted in significant amendment to the City Charter, and fundamental changes to the governance of the City's Utilities System. Both the City and the County are aware of this amendment to the City Charter caused by HB 1645, and the Parties have agreed to apportion said risk between each other as set forth in this Section 12.

13. ADDITIONAL COVENANTS. The County covenants and agrees that, until October 1, 2047: (1) it will not enter into any contractual arrangement to license, lease, sell or similar agreement allowing for use of greater than 10% of the TRS to a “nongovernmental person” or “related party” within the meaning of Treasury Regulation Sections 1.141-1(b) and 1.150-1(a), respectively, (each 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 Purchase 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 the City that the same will not adversely affect the exclusion of the interest on any outstanding bonds heretofore of 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 Section 13 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 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.

14. ADDITIONAL TERMS & CONDITIONS.

- a. This Purchase Agreement, the Exhibits hereto, and the documents referred to herein, collectively embody the entire agreement and understandings between the Parties and there are no other agreements or understandings, oral or written, with reference to this Purchase Agreement that are not merged into and superseded by this Purchase Agreement. This Purchase Agreement may be executed in one or more counterparts, each of which shall be considered an original.
- b. This Purchase Agreement is entered into solely for the benefit of the Parties hereto and no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party (other than successors and assigns), who or which is not a formal party hereto.

- c. Any notice or other document required or permitted to be given pursuant to the provisions of this Purchase Agreement shall be in writing and shall be delivered personally, by recognized overnight courier, or sent by certified mail, postage prepaid, return receipt requested, or by electronic or facsimile transmission with written confirmation to the following:

- i. If to City, such notice shall be delivered at:

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

- ii. If to County, such notice shall be delivered at:

Chief, Alachua County Fire and Rescue
P.O. Box 5038
Gainesville, FL 32627

- d. The headings used are for convenience only, and they shall be disregarded in the construction of this Purchase Agreement.
- e. The drafting of this Purchase Agreement was a joint effort of the Parties, and in the interpretation hereof, it shall be assumed that no Party had any more input or influence than any other.
- f. This Purchase Agreement and the rights of the Parties shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without regard to the conflict of laws rules thereof. Sole and exclusive venue shall be in the state courts of Alachua County, Florida.

IN ANY LITIGATION ARISING FROM OR RELATED TO THIS PURCHASE 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 PURCHASE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS OR ACTIONS OF EITHER PARTY TO THIS PURCHASE AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS PURCHASE AGREEMENT.

- g. Except as provided herein, no amendment or modification of this Purchase Agreement shall be binding upon the Parties unless evidenced in a writing signed by duly authorized officers of each Party. Any waiver on the part of any Party of any provision or condition of this Purchase Agreement must be in a writing signed by the Party to be bound by such waiver.

- h. The Exhibits referred to in this Purchase Agreement are incorporated herein by reference.
- i. Except as provided for herein, this Purchase Agreement may not be assigned without the prior written consent, which consent may not be unreasonably withheld or denied, of the non-assigning Party. If properly assigned, this Purchase Agreement shall be binding upon and inure to the benefit of the Parties' successors and assigns.
- j. The Parties acknowledge that all documents related to this Purchase Agreement or the TRS are subject to the provisions of Chapter 119, Florida Statutes. Such documents shall be available for inspection and copying upon request and/or payment of any reasonable expenses associated therewith.
- k. The Parties agree and acknowledge that they have complied with the requirements of Florida Statutes, Section 163.01 in exercising their home rule or statutory powers in executing this Purchase Agreement. The Parties agree that they shall not challenge in any administrative or judicial forum the validity or enforceability of this Purchase Agreement.
- l. This Purchase 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 Purchase Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Purchase 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 Purchase Agreement and shall provide the City with instructions on how to use said method. Delivery of this Purchase 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.
- m. 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.

- n. Neither Party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Purchase 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.
- o. This Purchase Agreement shall become effective upon full execution 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 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

Mary C. Alford, Chair

ATTEST:

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

APPROVED AS TO FORM:

County Attorney's Office

CITY OF GAINESVILLE, FLORIDA

By and through the GRUA

Craig Carter, Chair
Gainesville Regional Utilities Authority

Tony Cunningham
Gainesville Regional Utilities GM/CEO

ATTEST:

Kristen J. Bryant, Interim City Clerk

APPROVED AS TO FORM AND LEGALITY:

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”
Listing of Equipment to be Sold to the County by the City

UPD

TYPE	LOCATION	QTY	SERIAL	PART NUMBER	DESCRIPTION
Hardware	UPD	1	MXL114M3Z	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	UPD	1	443CNF0654	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	UPD	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	UPD	2	No Serial	B1912A	SPEAKER - MCC7500
Software	UPD	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	UPD	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	UPD	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	UPD	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	UPD	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	UPD	1	MXL11338K6	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	UPD	1	443CPF0078	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	UPD	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	UPD	2	No Serial	B1912A	SPEAKER - MCC7500
Software	UPD	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	UPD	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	UPD	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	UPD	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	UPD	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Software	UPD	1	No Serial	B1905A	MCC 7500 ASTRO 25 SOFTWARE
Software	UPD	2	No Serial	CA00900AA	MCC 7500 ARCHIVING INTERFACE Software
Software	UPD	1	No Serial	B1905	MCC 7500 ASTRO 25 Software
Software	UPD	1	No Serial	B1905	MCC 7500 ASTRO 25 Software
Software	UPD	3	No Serial	CA00900AA	MCC 7500 Archiving Interface Server Software
Hardware	UPD	1	TW07HKT211	CLN1868A	HPE Aruba 2930F-24
Hardware	UPD	1	TW07HK7T22Y	CLN1868A	HPE Aruba 2930F-24

Hardware	UPD	1	147CND0568	T757A	GGM8000
Hardware	UPD	1	147CND0567	T757A	GGM8000
Hardware	UPD	1	469SNC0038	F453A	SDM3000
Hardware	UPD	1	112CND0474	T7038A	GCP8000

CDC

TYPE	LOCATION	QTY	SERIAL	PART NUMBER	DESCRIPTION
Hardware	CDC	1	MXL11339HQ	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CDC	1	443CPP1564	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CDC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CDC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CDC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CDC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CDC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CDC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CDC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	CDC	1	MXL1142M2R	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CDC	1	433CYR0291	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CDC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CDC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CDC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CDC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CDC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CDC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CDC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	CDC	1	MXL11339DX	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CDC	1	443CSX1292	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CDC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CDC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CDC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CDC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE

Software	CDC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CDC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CDC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	CDC	1	MXL1124J65	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CDC	1	443CRR0128	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CDC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CDC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CDC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CDC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CDC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CDC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CDC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	CDC	1	MXL1142M2B	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CDC	1	443CNT1134	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CDC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CDC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CDC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CDC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CDC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CDC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CDC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	CDC	1	MXL1142M3R	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CDC	1	443CRR0129	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CDC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CDC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CDC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CDC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CDC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CDC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CDC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT

Hardware	CDC	1	MXL1142M3J	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CDC	1	443CND0471	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CDC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CDC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CDC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CDC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CDC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CDC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CDC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	CDC	1	MXL1142LZT	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CDC	1	443CPT2435	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CDC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CDC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CDC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CDC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CDC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CDC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CDC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	CDC	1	MXL1142LZ5	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CDC	1	443CQM1263	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CDC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CDC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CDC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CDC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CDC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CDC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CDC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	CDC	1	MXL1142M3K	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CDC	1	443CNT1133	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CDC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CDC	2	No Serial	B1912A	SPEAKER - MCC7500

Software	CDC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CDC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CDC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CDC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CDC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	CDC	1	Cant Access	CLN1868A	HPE Aruba 2930F-24
Hardware	CDC	1	Cant Access	CLN1868A	HPE Aruba 2930F-24
Hardware	CDC	1	147CND0503	SQM01SUM0205	GGM 8000 GATEWAY (GGSN)
Hardware	CDC	1	Cant Access	SQM01SUM0205	GGM 8000 GATEWAY (GGSN)
Hardware	CDC	1	Cant Access	SQM01SUM0205	GGM 8000 GATEWAY (GGSN)
Hardware	CDC	1	112CND0473	T7038A	GCP 8000

CCC

TYPE	LOCATION	QTY	SERIAL	PART NUMBER	DESCRIPTION
Hardware	CCC	1	MXL1142M08	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CCC	1	443CRH1882	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CCC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CCC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	CCC	1	MXL1142M3F	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CCC	1	443CRZ1900	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CCC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh

Software	CCC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	CCC	1	MXL1142LZB	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CCC	1	443CPP0227	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CCC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CCC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	CCC	1	MXL1142M29	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CCC	1	443CND0349	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CCC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CCC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	CCC	1	MXL1142M19	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CCC	1	443CND0347	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CCC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CCC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	CCC	1	MXL1142M2P	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CCC	1	443CTF0692	B1834A	VPM VOICE PROCESSOR MODULE

Hardware	CCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CCC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CCC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	CCC	1	MXL1142LZ1	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CCC	1	443CPR0046	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CCC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CCC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	CCC	1	MXL1142M2Y	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CCC	1	443CND0345	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CCC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CCC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	CCC	1	MXL1142M3S	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CCC	1	443CNF0655	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CCC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE

Software	CCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CCC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	CCC	1	MXL11338K7	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CCC	1	443CQP0513	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CCC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CCC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	CCC	1	MXL1142M3Q	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CCC	1	443CTF0692	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CCC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CCC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	CCC	1	MXL1142M10	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CCC	1	443CND0353	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CCC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CCC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT

Hardware	CCC	1	MXL1142LYH	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CCC	1	454CVH0254	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CCC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CCC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	CCC	1	MXL1142M2N	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CCC	1	443CQM0409	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CCC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CCC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	CCC	1	MXL1142M3P	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CCC	1	443CRH0010	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	CCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CCC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CCC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	CCC	1	MXL1142M4M	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	CCC	1	443CND0351	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	CCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	CCC	2	No Serial	B1912A	SPEAKER - MCC7500

Software	CCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	CCC	1	No Serial	DDN2091A	IRR -47 SOFTWARE UPGRADE
Software	CCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Software	CCC	1	No Serial	DDN2724	IRR SOFTWARE UPGRADE TO V51 for use with Windows 10
Hardware	CCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Software	CCC	1	No Serial	B1905A	MCC 7500 ASTRO 25 SOFTWARE
Software	CCC	2	No Serial	CA00900AA	MCC 7500 ARCHIVING INTERFACE Software
Software	CCC	1	No Serial	B1905	MCC 7500 ASTRO 25 Software
Software	CCC	1	No Serial	B1905	MCC 7500 ASTRO 25 Software
Software	CCC	3	No Serial	CA00900AA	MCC 7500 Archiving Interface Server Software
Hardware	CCC	1	TW07HKT1TM	CLN1868A	HPE Aruba 2930F-24
Hardware	CCC	1	TW07HKT1MY	CLN1868A	HPE Aruba 2930F-24
Hardware	CDC	1	TW07HKT1H3	CLN1868A	HPE Aruba 2930F-24
Hardware	CCC	1	MXL11338KB	HP	NICE AIS
Hardware	CCC	1	MXL1142M3M	HP	NICE AIS
Hardware	CCC	1	2M210503LM	HP	NICE AIS
Hardware	CCC	1	MXQ308099Z	HP	NICE AIS
Hardware	CCC	1	MXQ3030FK8	HP	NICE AIS
Hardware	CCC	1	MXQ25117V7	HP	NICE AIS
Hardware	CCC	1	MXQ308099W	HP	NICE AIS
Hardware	CCC	1	443CRR0115	Motorola	VPM VOICE PROCESSOR MODULE RECORDER
Hardware	CCC	1	443CPD1746	Motorola	VPM VOICE PROCESSOR MODULE RECORDER
Software	CCC	36	No Serial	T7885A	MCAFFEE SW WINDOWS LICENSE/EXTRA SOF
Hardware	CCC	1	147CND0542	SQM01SUM0205	GGM 8000 GATEWAY (GGSN)
Hardware	CCC	1	147CND0543	SQM01SUM0205	GGM 8000 GATEWAY (GGSN)
Hardware	CCC	1	147CND0544	SQM01SUM0205	GGM 8000 GATEWAY (GGSN)
Hardware	CCC	1	147CND0550	SQM01SUM0205	GGM 8000 GATEWAY (GGSN)
Hardware	CCC	1	147CND0548	SQM01SUM0205	GGM 8000 GATEWAY (GGSN)
Hardware	CCC	1	147CND0549	SQM01SUM0205	GGM 8000 GATEWAY (GGSN)
Hardware	CCC	1	147CND0546	SQM01SUM0205	GGM 8000 GATEWAY (GGSN)
Hardware	CCC	1	147CND0547	SQM01SUM0205	GGM 8000 GATEWAY (GGSN)
Hardware	CCC	1	112CND0469	T7038A	GCP 8000
Hardware	CCC	2	CANT ACCESS	F101D	FORTIGATE FIREWALL
Hardware	CCC	1	CZ1722AN0251	SRX345	Juniper Firewall

Hardware	CCC	1	CZ5022AN0159	SRX345	Juniper Firewall
----------	-----	---	--------------	--------	------------------

SCC

TYPE	LOCATION	QTY	SERIAL	PART NUMBER	DESCRIPTION
Hardware	SCC	1	MXL1142M3T	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	SCC	1	443CTF0758	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	SCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	SCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	SCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	SCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Hardware	SCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	SCC	1	MXL11424M6	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	SCC	1	443CRV0116	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	SCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	SCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	SCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	SCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Hardware	SCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	SCC	1	MXL1142M09	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	SCC	1	443CSV0793	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	SCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	SCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	SCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	SCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Hardware	SCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	SCC	1	MXL1142M39	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	SCC	1	443CPK1930	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	SCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	SCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	SCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	SCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh

Hardware	SCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	SCC	1	MXL1142M4T	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	SCC	1	443CND0351	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	SCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	SCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	SCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	SCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Hardware	SCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	SCC	1	MXL11338D2	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	SCC	1	454CVK0186	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	SCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	SCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	SCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	SCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Hardware	SCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	SCC	1	MXL1142M2S	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	SCC	1	443CPD1542	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	SCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	SCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	SCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	SCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Hardware	SCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	SCC	1	MXL1142M0C	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	SCC	1	454CUF0093	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	SCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	SCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	SCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	SCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Hardware	SCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	SCC	1	MXL1142M61	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	SCC	1	454CVK0187	B1834A	VPM VOICE PROCESSOR MODULE

Hardware	SCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	SCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	SCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	SCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Hardware	SCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	SCC	1	MXL1142M2S	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	SCC	1	443CTR1050	B1834A	VPM VOICE PROCESSOR MODULE
Hardware	SCC	1	No Serial	B1914A	DESKTOP MICROPHONE
Hardware	SCC	2	No Serial	B1912A	SPEAKER - MCC7500
Software	SCC	1	No Serial	CA00899AA	MCC 7500 DISPATCH CONSOLE SOFTWARE
Software	SCC	1	No Serial	CA00899AA	MCC 7500 Dispatch Console Software Refresh
Hardware	SCC	1	No Serial	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
Hardware	SCC	1	MXL1142M68	TT3903A	Z2 MINI G5 WORKSTATION NICE PLAYBACK
Hardware	SCC	1	TW07HKT149	CLN1868A	HPE Aruba 2930F-24
Hardware	SCC	1	TW07HKT1NQ	CLN1868A	HPE Aruba 2930F-24
Hardware	SCC	1	147CND0553	SQM01SUM0205	GGM 8000 GATEWAY (GGSN)
Hardware	SCC	1	147CND0551	SQM01SUM0205	GGM 8000 GATEWAY (GGSN)
Hardware	SCC	1	147CND0552	SQM01SUM0205	GGM 8000 GATEWAY (GGSN)
Hardware	SCC	1	112CND0472	T7038A	GCP 8000
Hardware	SCC	1	469SNC003N		SDM3000

Master

TYPE	QTY	SERIAL	PART NUMBER	DESCRIPTION
Software	1	N/A	SQM01SUM0239A	MASTER SITE CONFIGURATION
Software	1	N/A	T7472C	SWITCH ROUTER TERMINAL SERVER SW
Software	2	N/A	T7413B	JUNIPER FIREWALL RECOVERY MEDIA
Software	1	N/A	T7586A	KVL4000 FLASHPORT UPGRADE
Software	1	N/A	B1905A	MCC 7500 ASTRO 25 SOFTWARE
Software	1	N/A	T7955A	SDM3000 ALL CONFIGURATION SOFTWARE
Software	5	N/A	CA02411AA	AUX_I-O_SERVER FIRMWARE UPGRADE
Software	2	N/A	CVN1230A	SMARTX SOFTWARE
Software	1	N/A	T6931A	ASTRO 25 TRUNKING SOFTWARE

Software	1	N/A	T7140A	GCP8000/GTR8000 SOFTWARE UPGRADE
Software	1	N/A	DLN6455R	CSS
Software	1	N/A	CLN8971A	ASTRO 25 INTEGRATED VOICE AND DATA SYSTEM RELEASE
Software	2	N/A	DQUPGSFTMULTISITES	NICE UPGRADE SOFTWARE FOR MULTIPLE
Software	1	N/A	DDN2164	UPGRADE BUNDLE TO REPLACE HARDWARE
Software	1	N/A	SQM01SUM0288A	MASTER SITE UPGRADE MODEL
Software	1	N/A	CA02901AF	UPGRADE TO 2021.1
Software	1	N/A	CA02897AF	ENH: ZONE UPG SOFTWARE FOR 7.18 - 2021.1
Software	1	N/A	CA01747AN	UCS UPG SW 2021.1
Software	1	N/A	CA02910AA	NORTHBOUND INTERFACE UPGRADE
Software	3	N/A	T8751	ASTRO CLIENT APPL SW UPGRADE 2021.1
Software	1	N/A	T8500	KVL 5000 UPGRADE
Hardware	1	2M202108P1	DLN8008A	DL380 G10 VHC 256GH DAS 2x1200
Hardware	1	2M21020CC6	DLN8008A	DL380 G10 VHC 256GH DAS 2x1200
Hardware	1	DHS1FGD1919	DLN8018A	DAS 4525
Hardware	1	008A396D188	CLN9053A	SLC 8000 16-PORT TERMINAL SERVER
Hardware	1	NOT PRESENT	CLN9048A	SLC 8000 16-PORT EXPANSION MODULE
Hardware	1	NOT PRESENT	DDN2267	STORAGE SERVER FOR REDUNDANT MCC 7
Hardware	1	U5E407RPIM	DLN6878	DAS - 600 GB SAS HARD DRIVE
Hardware	1	MXL1124JBR	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	1	MXL1124JCX	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	1	B1BUCP1065222	DSF2B56AA	Z2 USB EXTERNAL DVD DRIVE
Hardware	1	B1BUCP1065221	DSF2B56AA	Z2 USB EXTERNAL DVD DRIVE
Hardware	1	MXL1184J7R	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	1	FG101ETK200	T8586A	Fortinet FG101-E VPN/Firewall (ISSI,etc)
Hardware	1	FG101ETK201	T8586A	Fortinet FG101-E VPN/Firewall (RNI/DMZ)
Hardware	1	147CND0594	SQM01SUM0205	GGM 8000 GATEWAY (GGSN)
Hardware	1	147CND0595	SQM01SUM0205	GGM 8000 GATEWAY (GGSN)
Hardware	1	147CND0593	SQM01SUM0205	GGM 8000 GATEWAY (GGSN)
Hardware	1	TW08HKV0JM	CLN1869A	HPE Aruba 2930F-48 (Replaces HP3800 48 Port) Network Switch CORE LAN

Hardware	1	TW07HKV198	CLN1869A	HPE Aruba 2930F-48 (Replaces HP3800 48 Port) Network Switch CORE LAN
Hardware	1	TW07HKT12J	CLN1868A	HPE Aruba 2930F 24G 4SFP+ SWITCH (Replaces 2620 24Pt) Network Switch Site
Hardware	1	TW07HKT18N	CLN1868A	HPE Aruba 2930F 24G 4SFP+ SWITCH (Replaces 2620 24Pt) Network Switch Site
Hardware	1	TW07HKT16G	CLN1868A	HPE Aruba 2930F 24G 4SFP+ SWITCH (Replaces 2610 24Pt) Network Switch Core Backhaul
Hardware	1	TW07HKTITC	CLN1868A	HPE Aruba 2930F 24G 4SFP+ SWITCH (Replaces 2610 24Pt) Network Switch Core Backhaul
Hardware	1	TW07HKT214	CLN1868A	HPE Aruba 2930F 24G 4SFP+ SWITCH (Replaces 2610 24Pt) Network Switch DMZ
Hardware	1	TW0HKT1FT	CLN1868A	HPE Aruba 2930F 24G 4SFP+ SWITCH (Replaces 2610 24Pt) Network Switch CEN
Hardware	1	112CND0292	T7321	GCM 8000 COMPARATOR
Hardware	1	112CND0294	T7321	GCM 8000 COMPARATOR
Hardware	1	112CTZ1456	T7321	GCM 8000 COMPARATOR
Hardware	1	112CTZ1465	T7321	GCM 8000 COMPARATOR
Hardware	1	112CTZ1464	T7321	GCM 8000 COMPARATOR
Hardware	1	112CTZ1463	T7321	GCM 8000 COMPARATOR
Hardware	1	112CTZ1469	T7321	GCM 8000 COMPARATOR
Hardware	1	112CND0291	T7038A	GCP8000 SITE CONTROLLER
Hardware	1	112CND0293	T7038A	GCP8000 SITE CONTROLLER
Hardware	1	No Serial	SVC03SVC0138	SUBSCRBR DIAG 800 BAND 9600
Hardware	1	NOT VISIBLE	F2979	MLC 8000
Hardware	1	NOT VISIBLE	F2979	MLC 8000
Hardware	1	3297	DSTRAK91009E	MASTER SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM AC
Hardware	1	3287	DSTRAK91009E	MASTER SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM AC
Hardware	1	NOT VISIBLE	SSG5	Juniper Switch
Hardware	1	3208N83	GENESIS	Dell Genesis Server
Hardware	1	H7TLZC3	GENESIS	Dell Genesis Workstation
Software	1	No Serial	GENESIS	Genesis License - GenWatch 3
Software	1	No Serial	GENESIS	TRIO Software License
Hardware	2	N/A		Enclosed EuroCabinets

Hardware	1	DB3822AK0359	JUNIPER	SRX1500
Hardware	1	DB3822AK0371	JUNIPER	SRX1500
Hardware	1	147CND0648	GGM8000	GGM 8000 GATEWAY (GGSN) PDU Server
Hardware	1	147CND0647	GGM8000	GGM 8000 GATEWAY (GGSN) PDU Server
Hardware	1	ACG903445	DX2002A	DIAGNOSTIX RADIO ANALYZER
Hardware	1	7CRHM83	GENESIS SERVER READER	
Hardware	1	No Serial	HP Laserjet 4050	

Millhopper

TYPE	QTY	SERIAL	PART NUMBER	DESCRIPTION
Hardware	1	TW07HKT1GQ	CLN1868A	HPE Aruba 2930F-24
Hardware	1	TW07HKT18K	CLN1868A	HPE Aruba 2930F-24
Hardware	4	N/A	TRN7343	SEVEN AND A HALF FOOT RACK
Hardware	1	1202	DSTRAK91009E	REMOTE SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM AC
Hardware	6	N/A	DSTRAK91061	FOUR PORT DDM
Hardware	1	112CND0286	T7039	GTR 8000 Base Radio
Hardware	1	112CND0283	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1458	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1468	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1459	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1454	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1453	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1455	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1468	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1460	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1466	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1467	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1462	T7039	GTR 8000 Base Radio
Hardware	1	112CND0287	T7039	GTR 8000 Base Radio
Hardware	1	448CZP0147	QUANTAR	800MHZ QUANTAR ANALOG MUTUAL AID
Hardware	1	448CZP0148	QUANTAR	800MHZ QUANTAR ANALOG MUTUAL AID
Hardware	2	NOT VISIBLE	F2979	MLC 8000
Antenna Sys	1	221563-B	DS428E83I01T	TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS

Antenna Sys	1	221563-C	DS428E83I01M110	MULTICOUPLER UNIT, NON-DIVERSITY, 796-824 MHZ, SNMP, 110 VAC
Antenna Sys	1	NOT INSTALLED	DS7583K01	EXPANSION KIT 16-32 PORT 792-902 MHZ TTA01
Antenna Sys	2	N/A	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 12 VDC PASS NM ANTENNA, NF EQUIPMENT
Antenna Sys	1	N/A	DSTSXD FMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
Antenna Sys	3	N/A	DQBM R12HB1	ANT 15.4DB DUAL 806-869 MHZ .75 STD
Antenna Sys	2040	N/A	L3323	COAXIAL CABLE
Antenna Sys	1	N/A	DQBM R10HB1	ANT 13.4 DB GAIN PEANUT, 806-869 MH
Antenna Sys	1	FI1180500003	DSPCD013V8	8 CHANNEL COMBINER KIT, STANDARD IS
Antenna Sys	1	FI1180500062	DSPCD013V8	8 CHANNEL COMBINER KIT, STANDARD IS
Antenna Sys	1	FI1180500058	DSPCD013V8	8 CHANNEL COMBINER KIT, STANDARD IS

WYKS

TYPE	QTY	SERIAL	PART NUMBER	DESCRIPTION
Hardware	1	TW07HKT095	CLN1868A	HPE Aruba 2930F-24
Hardware	1	TW07HKT213	CLN1868A	HPE Aruba 2930F-24
Hardware	4	NO SERIALS	TRN7343	SEVEN AND A HALF FOOT RACK
Hardware	1	N/A	CA01616AA	ADD: AC POWER
Hardware	1	3300	DSTRAK91009E	REMOTE SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM AC
Hardware	6	NO SERIALS	DSTRAK91061	FOUR PORT DDM
Hardware	1	112CND0301	T7039	GTR 8000 Base Radio
Hardware	1	112CND0300	T7039	GTR 8000 Base Radio
Hardware	1	112CND0289	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1599	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1601	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1605	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1611	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1602	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1610	T7039	GTR 8000 Base Radio

Hardware	1	112CTZ1614	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1604	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1619	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1603	T7039	GTR 8000 Base Radio
Hardware	1	448CZP0151	QUANTAR	800MHZ QUANTAR ANALOG MUTUAL AID
Hardware	1	448CZP0152	QUANTAR	800MHZ QUANTAR ANALOG MUTUAL AID
Hardware	1	590CZP0127	QUANTAR	800MHZ QUANTAR ANALOG MUTUAL AID
Hardware	1	590CAD0190	QUANTAR	800MHZ QUANTAR ANALOG MUTUAL AID
Hardware	1	590CAD0188	QUANTAR	800MHZ QUANTAR ANALOG MUTUAL AID
Hardware	1	590CZP0121	QUANTAR	800MHZ QUANTAR ANALOG MUTUAL AID
Hardware	2	NOT VISIBLE	F2979	MLC 8000
Antenna Sys	1	229682-A2	DS428E83I01T	TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS
Antenna Sys	1	221569-C	DS428E83I01M110	MULTICOUPLER UNIT, NON- DIVERSITY, 796-824 MHZ, SNMP, 110 VAC
Antenna Sys	1	NOT INSTALLED	DS7583K01	EXPANSION KIT 16-32 PORT 792-902 MHZ TTA01
Antenna Sys	2	N/A	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 12 VDC PASS NM ANTENNA, NF EQUIPMENT
Antenna Sys	1	N/A	DSTSXD FMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
Antenna Sys	3	N/A	DQBMR12HB1	ANT 15.4DB DUAL 806-869 MHZ .75 STD
Antenna Sys	1720	N/A	L3323	COAXIAL CABLE
Antenna Sys	1	N/A	DQBMR10HB1	ANT 13.4 DB GAIN PEANUT, 806-869 MH
Antenna Sys	3	FL118050057	DSPCD013V8	8 CHANNEL COMBINER KIT, STANDARD IS
		FL118050059	DSPCD013V8	8 CHANNEL COMBINER KIT, STANDARD IS
		FL118050013	DSPCD013V8	8 CHANNEL COMBINER KIT, STANDARD IS

GPD

TYPE	QTY	SERIAL	PART NUMBER	DESCRIPTION
Hardware	1	TW07HKT1GR	CLN1868A	HPE Aruba 2930F-24
Hardware	1	TW07HKTBZ	CLN1868A	HPE Aruba 2930F-24
Hardware	4	N/A	TRN7343	SEVEN AND A HALF FOOT RACK
Hardware	1	N/A	CA01616AA	ADD: AC POWER
Hardware	1	3301	DSTRAK91009E	REMOTE SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM AC
Hardware	6	N/A	DSTRAK91061	FOUR PORT DDM
Hardware	1	112CND0284	T7039	GTR 8000 Base Radio
Hardware	1	112CND0288	T7039	GTR 8000 Base Radio
Hardware	1	112CND0285	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1612	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1607	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1608	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1620	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1600	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1613	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1617	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1609	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1596	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1618	T7039	GTR 8000 Base Radio
Hardware	1	448CZP0149	QUANTAR	800MHZ QUANTAR ANALOG MUTUAL AID
Hardware	1	448CZP0150	QUANTAR	800MHZ QUANTAR ANALOG MUTUAL AID
Hardware	2	NOT VISIBLE	F2979	MLC 8000
Antenna Sys	1	22150-B	DS428E83I01T	TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS
Antenna Sys	1	22150-C	DS428E83I01M110	MULTICOUPLER UNIT, NON-DIVERSITY, 796-824 MHZ, SNMP, 110 VAC
Antenna Sys	1	NOT INSTALLED	DS7583K01	EXPANSION KIT 16-32 PORT 792-902 MHZ TTA01
Antenna Sys	2	N/A	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 12 VDC PASS NM ANTENNA, NF EQUIPMENT
Antenna Sys	1	N/A	DSTSXD FMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
Antenna Sys	3	N/A	DQBM R12HB1	ANT 15.4DB DUAL 806-869 MHZ .75 STD
Antenna Sys	2040	N/A	L3323	COAXIAL CABLE

Antenna Sys	1	N/A	DQBMR10HB1	ANT 13.4 DB GAIN PEANUT, 806-869 MH
Antenna Sys	1	FL118050010	DSPCD013V8	8 CHANNEL COMBINER KIT, STANDARD IS
Antenna Sys	1	FL118050006	DSPCD013V8	8 CHANNEL COMBINER KIT, STANDARD IS
Antenna Sys	1	FL118050068	DSPCD013V8	8 CHANNEL COMBINER KIT, STANDARD IS

High Springs

TYPE	QTY	SERIAL	PART NUMBER	DESCRIPTION
Hardware	1	147CND0606	SQM01SUM0205	GGM 8000 GATEWAY
Hardware	1	TW07HKTOQL	CLN1868A	HPE Aruba 2930F-24
Hardware	1	TW07HKTOQZ	CLN1868A	HPE Aruba 2930F-24
Hardware	4	No Serial	TRN7343	SEVEN AND A HALF FOOT RACK
Hardware	1	No Serial	CA01616AA	ADD: AC POWER
Hardware	1	3298	DSTRAK91009E	REMOTE SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM AC
Hardware	1	112CND0296	T7039	GTR 8000 Base Radio
Hardware	1	112CND0295	T7039	GTR 8000 Base Radio
Hardware	1	112CND0297	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ2241	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ2251	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ2249	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ2250	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ2248	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ2244	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ2246	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ2247	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ2245	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ2243	T7039	GTR 8000 Base Radio
Hardware	1	448CBF0107	QUANTAR	800MHZ QUANTAR ANALOG MUTUAL AID
Hardware	1	448CBF0106	QUANTAR	800MHZ QUANTAR ANALOG MUTUAL AID
Hardware	1	590CAD0156	QUANTAR	800MHZ QUANTAR ANALOG MUTUAL AID
Hardware	1	590CAD0154	QUANTAR	800MHZ QUANTAR ANALOG MUTUAL AID
Hardware	1	590CAD0150	QUANTAR	800MHZ QUANTAR ANALOG MUTUAL AID
Hardware	1	590CAD0144	QUANTAR	800MHZ QUANTAR ANALOG MUTUAL AID

Hardware	2	NOT VISIBLE	F2979	MLC 8000
SITE	1	GRU474015819		Shelter 20x40
SITE	1	FE18K03799	FE18KV	Uninteruptable Power Supply
SITE	2	No Serial	FE CAB	UPS Battery Cabinets
SITE	1	21176000ILAU043	VERTIV 12KV	Uninteruptable Power Supply
SITE	1	2124300965AW113	VERTIV 12KV	UPS Battery Cabinets
SITE	1	2125900113AW113	VERTIV 12KV	UPS Battery Cabinets
SITE	1	403H193666907-02	Bard	3.5 Ton Air Conditioning Unit
SITE	1	403H193666906-02	Bard	3.5 Ton Air Conditioning Unit
SITE	1	No Serial	Kidde	FM200 Fire Alarm System
SITE	1	DPKHVACI120100002	DPS	AC Controller
SITE	1	3KJ01045	CAT	Caterpillar 100 KW Generator
SITE	1	R419628	CONVAULT	Convault 1000g Fuel Storage Tank
SITE	1	2186852-001	ACOS	Power Transfer Panel Single Phase 200A
Antenna Sys	1	22157-B	DS428E83I01T	TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS
Antenna Sys	1	22157-C	DS428E83I01M110	MULTICOUPLER UNIT, NON-DIVERSITY, 796-824 MHZ, SNMP, 110 VAC
Antenna Sys	1	No Serial	DS7583K01	EXPANSION KIT 16-32 PORT 792-902 MHZ TTA01
Antenna Sys	2	No Serial	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 12 VDC PASS NM ANTENNA, NF EQUIPMENT
Antenna Sys	1	No Serial	DSTSXD FMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
Antenna Sys	3	No Serial	DQBMR12HB1	ANT 15.4DB DUAL 806-869 MHZ .75 STD
Antenna Sys	1720	No Serial	L3323	COAXIAL CABLE
Antenna Sys	1	No Serial	DQBMR10HB1	ANT 13.4 DB GAIN PEANUT, 806-869 MH
Antenna Sys	1	FL1180500060	DSPCD013V8	8 CHANNEL COMBINER KIT, STANDARD IS
Antenna Sys	1	FL1180500009	DSPCD013V8	8 CHANNEL COMBINER KIT, STANDARD IS
Antenna Sys	1	FL1180500005	DSPCD013V8	8 CHANNEL COMBINER KIT, STANDARD IS
SITE	1	No Serial	HAZMAT	DIESEL SPILL HAZMAT KIT
SITE	1	DPKNGDIN1210200001	DPS	ALARM CONTROLLER
SITE	1	No Serial	TVSS	Transtector APEX IMAX

Phifer

TYPE	QTY	SERIAL	PART NUMBER	DESCRIPTION
Hardware	1	TW07HKT134	CLN1868A	HPE Aruba 2930F-24
Hardware	1	TW07HKT1Z6	CLN1868A	HPE Aruba 2930F-24
Hardware	4	N/A	TRN7343	SEVEN AND A HALF FOOT RACK
Hardware	1	N/A	CA01616AA	ADD: AC POWER
Hardware	1	3299	DSTRAK91009E	REMOTE SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM AC
Hardware	6	N/A	DSTRAK91061	FOUR PORT DDM
Hardware	1	112CND0299	T7039	GTR 8000 Base Radio
Hardware	1	112CND0290	T7039	GTR 8000 Base Radio
Hardware	1	112CND0298	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1622	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1625	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1623	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1615	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1598	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1597	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1606	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1616	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1621	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ1624	T7039	GTR 8000 Base Radio
Hardware	1	448CBF0108	QUANTAR	800MHZ QUANTAR ANALOG MUTUAL AID
Hardware	1	448CBF0113	QUANTAR	800MHZ QUANTAR ANALOG MUTUAL AID
Hardware	1	590CAD0166	QUANTAR	800MHZ QUANTAR ANALOG MUTUAL AID
Hardware	1	590CAD0172	QUANTAR	800MHZ QUANTAR ANALOG MUTUAL AID
Hardware	1	590CAD0176	QUANTAR	800MHZ QUANTAR ANALOG MUTUAL AID
Hardware	1	590CAD0178	QUANTAR	800MHZ QUANTAR ANALOG MUTUAL AID
Hardware	2	NOT VISIBLE	F2979	MLC 8000
SITE	1	GRU474015814		Shelter 20x40
SITE	1	FE18K03794	FE18KV	Uninterruptable Power Supply
SITE	1	FE18K03796	FE18KV	Uninterruptable Power Supply
SITE	4	NO SERIAL	FE CAB	UPS Battery Cabinets
SITE	2	403J193670940-02	Bard	3.5 Ton Air Conditioning Unit
SITE		403F153234874-02	Bard	3.5 Ton Air Conditioning Unit
SITE	1	NO SERIAL	Kidde	FM200 Fire Alarm System

SITE	1	OTH1042521	DPS	AC Controller
SITE	1	3KJ01044	CAT	Caterpillar 100 KW Generator
SITE	1	R419672	CONVAULT	Convault 1000g Fuel Storage Tank
SITE	1	1180377RE	ACOS	Power Transfer Panel Single Phase 200A
Antenna Sys	1	221567-B	DS428E83I01T	Tower Top Amplifier System
Antenna Sys	1	221567-C	DS428E83I01M110	RX Multicoupler Panel
Antenna Sys	2	N/A	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 12 VDC PASS NM ANTENNA, NF EQUIPMENT
Antenna Sys	1	N/A	DSTSXD FMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
Antenna Sys	3	N/A	DQBMR12HB1	ANT 15.4DB DUAL 806-869 MHZ .75 STD
Antenna Sys	1500	N/A	L3323	COAXIAL CABLE
Antenna Sys	1	N/A	DQBMR10HB1	ANT 13.4 DB GAIN PEANUT, 806-869 MH
Antenna Sys	1	FL118050007	DSPCD013V8	8 CHANNEL COMBINER KIT, STANDARD IS
Antenna Sys	1	FL118050009	DSPCD013V8	8 CHANNEL COMBINER KIT, STANDARD IS
Antenna Sys	1	FL118050008	DSPCD013V8	8 CHANNEL COMBINER KIT, STANDARD IS
SITE	1	NO SERIAL	HAZMAT	DIESEL SPILL HAZMAT KIT
SITE	1	NGD1049084	DPS	ALARM CONTROLLER
SITE	1	NO SERIAL	TVSS	NORTHERN TELECOM

Austin Carey

TYPE	QTY	SERIAL	PART NUMBER	DESCRIPTION
Hardware	1	TW07HKT0NM	CLN1868A	HPE Aruba 2930F-24
Hardware	1	TW07HKT16D	CLN1868A	HPE Aruba 2930F-24
Hardware	3	NO SERIAL	TRN7343	SEVEN AND A HALF FOOT RACK
Hardware	1	NO SERIAL	CA01616AA	ADD: AC POWER
Hardware	1	4660	DSTRAK91009E	REMOTE SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM AC
Hardware	6	NO SERIAL	DSTRAK91061	FOUR PORT DDM
Hardware	1	112CTZ2048	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ2053	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ2054	T7039	GTR 8000 Base Radio

Hardware	1	112CTZ2044	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ2045	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ2052	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ2032	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ2059	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ2043	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ2046	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ2051	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ2041	T7039	GTR 8000 Base Radio
Hardware	1	112CTZ2047	T7039	GTR 8000 Base Radio
Antenna Sys	1	FL1180500014	DSPCD013V8	8 CHANNEL COMBINER KIT, STANDARD IS
Antenna Sys	1	FL1180500061	DSPCD013V8	8 CHANNEL COMBINER KIT, STANDARD IS
Antenna Sys	2	No Serial	DS1090501WA	RF SPD, 700-1000MHZ BROADBAND 12 VDC PASS NM ANTENNA, NF EQUIPMENT
Antenna Sys	1	No Serial	DSTSXD FMBF	RF SPD, 698-2700MHZ DC BLOCK HIGH PWR, DIN FEM/MALE BI-DIR W/ BRACKET
Antenna Sys	1	221568-B	DS428E83I01T	TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS
Antenna Sys	1	221568-C	DS428E83I01M110	MULTICOUPLER UNIT, NON-DIVERSITY, 796-824 MHZ, SNMP, 110 VAC
SITE	1	NO SERIAL	UNKNOWN	1000 Gallon Propane Tank
SITE	1	NGD57961	DPS	ALARM CONTROLLER

FRU List

Type	QTY	SERIAL NUMBER	Part Number	DESCRIPTION
Hardware	1	WFJ4EA5Q	DLN8017A	FRU: 600 GB HARD DRIVE, DAS 4525/4125
Hardware	1	WF4JDC8A	DLN8017A	FRU: 600 GB HARD DRIVE, DAS 4525/4125
Hardware	1	PMF0992886G4R6R	DLN8014A	FRU: DAS 4525 POWER SUPPLY
Hardware	1	DHS1FGD-21045252C1	DLN8015A	FRU: DAS 4525 CONTROLLER MODULE
Hardware	1	DHSISH1721M2GZAF	DLN8006	FRU: DL380 G10 POWER SUPPLY
Hardware	6	No Serial	DLN8007	FRU: DLN380 G10 FAN
Hardware	1	B1BUCP1065221	HP	EXTERNAL DVD DRIVE
Hardware	1	B1BUCP1065222	HP	EXTERNAL DVD DRIVE
Hardware	1	2917	DSTRAK91009E	REMOTE SITE REDUNDANT MODULAR FREQUENCY TIMING SYSTEM AC

Hardware	1	853	DSTRAK9100EXP	TRAK EXPANSION SHELF
Hardware	1	853	DSTRAK9100EXP	TRAK EXPANSION SHELF
Hardware	2	No Serial	DSTRAK91061	FOUR PORT DDM
Hardware	1	No Serial	TRAK	TRAK REFERENCE CARD
Hardware	1	No Serial	TRAK	TRAK TELCO CARD
Hardware	2	No Serial	TRAK	TRAK POWER SUPPLY
Hardware	1	No Serial	TRAK	FDM CARD
Hardware	1	TW07HKV14X	CLN1869A	HPE Aruba 2930F-48
Hardware	1	TW07HKV0Y4	CLN1868A	HPE Aruba 2930F-24
Hardware	1	TW07HKV1MJ	CLN1868A	HPE Aruba 2930F-24
Hardware	1	TW07HKV0XL	CLN1868A	HPE Aruba 2930F-24
Hardware	1	112IUC0570	F2979	MLC 8000
Hardware	1	MXL1142M4P	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	1	MXL1142M4L	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	1	MXL1142M4N	TT3903A	Z2 MINI G5 WORKSTATION
Hardware	2	No Serial	GP70N	HP KEYBOARD
Hardware	1	FG101ETK20003283	T8586A	Fortinet FG101-E VPN/Firewall (ISSI,etc)
Hardware	1	FG101ETK20003362	T8586A	Fortinet FG101-E VPN/Firewall (ISSI,etc)
Hardware	1	112CND0471	MOTOROLA	MOTOROLA GCP8000
Hardware	1	469SNC003L	MOTOROLA	MOTO SDM 3000
Hardware	1	CZ3220AN0550	JUNIPER	SRX 345
Hardware	1	AT MOTOROLA	MCC7500	MOTOROLA VOICE PROCESSOR MODULES
Hardware	1	229096-D1	BIRD	428E Tower Top Amplifier
Hardware	1	229096-C1	TX/RX	TTA CONTROL UNIT
Hardware	3	No Serial	B1912A	SPEAKER MODULE
Hardware	3	No Serial	B1914a	MICROPHONE ASSEMBLY
Hardware	2	No Serial	PCTEL	GPS ANTENNA
Hardware	5	No Serial	STARTECH	USB EXTERNAL SOUND CARD
Hardware	4	No Serial	MOTOROLA	VPM EXTERNAL POWER SUPPLY
Hardware	2	No Serial	MOTOROLA	MCC 7500 HEADSET JACK ASSEMBLY
Hardware	1	112CUB1391	DLN6566A	MOTOROLA GTR8000 PA ASSEMBLY
Hardware	1	112CND0348	DLN6567A	MOTOROLA GTR8000 PA ASSEMBLY
Hardware	1	No Serial	CLF1857A	MOTOROLA GTR8000 PA ASSEMBLY
Hardware	1	454CTZ1029	PCN6568B	MOTOROLA POWER SUPPLY
Hardware	1	112CND0349	PCN6568B	MOTOROLA POWER SUPPLY
Hardware	1	112CTK0637	PCN6568B	MOTOROLA POWER SUPPLY
Hardware	1	112CND0345	DLN6566A	GTR8000 TRANSCIEVER
Hardware	1	BB8A0455	DLN6566A	GTR8000 TRANSCIEVER
Hardware	1	BB9C0WS8	DLN6566A	GTR8000 TRANSCIEVER
Hardware	1	454CTZ1776	DLN6966A	GCP SITE CONTROLLER ASSEMBLY
Hardware	1	BB8A0399	PMCN4043	GCP SITE CONTROLLER ASSEMBLY

Hardware	1	BB3904EQ	CPN1047A	QUANTAR POWER SUPPLY
Hardware	1	CAE020HK92	CLF1849A	QUANTAR PA ASSEMBLY
Hardware	1	BB3904EB	CLF1849A	QUANTAR PA ASSEMBLY
Hardware	1	CAE0003YWD	CLF1510A	QUANTAR EXCITER
Hardware	1	CAE0001GPH	CLF1510A	QUANTAR EXCITER
Hardware	1	43Y99	CLF1530A	QUANTAR RECIEVER
Hardware	1	474NK	CLF1530A	QUANTAR RECIEVER
Hardware	5	No Serial	MOTOROLA	QUANTAR COMMAND BOARD
Hardware	1	No Serial	CCN7374A	QUANTAR FOUR WIRE BOARD
Hardware	1	No Serial	TTN4010B	QUANTAR V24 BOARD
Hardware	1	No Serial	MOTOROLA	QUANTAR SCM EPIC BOARD
Antenna Sys	1	N022541-1-11	BMR-12-H-B1	Radio Frequency Systems Antenna

Exhibit “C”

**Listing of Maintenance Agreements and Software Licenses to be Assigned to the
County by the City**

- Maintenance (Advanced Plus Service Package)/SUA II Agreement;
- Genesis Essential Service Agreement (ESA)

Exhibit "D"
Listing of Co-location Tower Agreements

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

Exhibit "E"
Bill of Sale

KNOW ALL MEN BY THESE PRESENT that the **CITY OF GAINESVILLE, FLORIDA**, a municipal corporation of the state of Florida, by and through GAINESVILLE REGIONAL UTILITIES AUTHORITY (the "GRUA"), a unit of the City with the authority to bind the City, created pursuant to Chapter 2023-348, Laws of Florida (the "City") (hereinafter referred to as "Seller"), for the sum of EIGHT MILLION UNITED STATES DOLLARS AND ZERO CENTS (\$8,000,000.00) and other good and valuable consideration, paid by **ALACHUA COUNTY**, a Charter County and Political Subdivision of the State ("Buyer"), the receipt of which is hereby acknowledged, pursuant to the Purchase and Sale Agreement by and between the Seller and Buyer, dated _____, 2023 ("Purchase Agreement") hereby grants, sells, assigns, and conveys to Buyer, effective as of 12 A.M. Eastern Standard Time on _____, 2023, the Trunked Radio System and all Seller's rights, title and interest in and to all of its respective personal property, both tangible and intangible, as set forth in the Purchase Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained in this Bill of Sale, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. **SALE OF PERSONAL PROPERTY.** Seller hereby irrevocably and absolutely conveys, sells, transfers, and delivers to Buyer, for itself and for its successors and assigns, the equipment, rolling stock, parts and materials, as more particularly described in **Exhibit "A"** (collectively, "Personal Property"). Seller hereby warrants to Buyer, and its successors and assigns, that (a) Seller is the sole and lawful owner of the Personal Property, (b) the Personal Property is free from all encumbrances, liens, and security interests and (c) Seller has good right to sell the Personal Property.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGES TO
FOLLOW.]

BUYER:
ALACHUA COUNTY, FLORIDA

Mary C. Alford, Chair

ATTEST:

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

APPROVED AS TO FORM:

County Attorney's Office

SELLER:
CITY OF GAINESVILLE, FLORIDA
By and through the GRUA

Craig Carter, Chair
Gainesville Regional Utilities Authority

ATTEST:

Kristen J. Bryant, Interim City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel M. Nee, City Attorney

COMPOSITE EXHIBIT “F” Co-location Agreements

GRUCom CO-LOCATION AGREEMENT

GPD

THIS CO-LOCATION AGREEMENT (“Co-Location Agreement”) is made and entered into by and between **CITY OF GAINESVILLE d/b/a GRUCom**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is P.O. Box 147117, Gainesville, Florida, 32614-7117, hereinafter referred to as “GRUCom”, and **ALACHUA COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 12 SE 1st Street, Gainesville, Florida 32601, hereinafter referred to as “County.” Throughout this Co-Location Agreement, both GRUCom and County may be referred to individually as “Party” or collectively as “Parties.”

WHEREAS, the City of Gainesville and the County executed that certain INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND THE CITY OF GAINESVILLE FOR THE ACQUISITION OF THE TRUNKED RADIO SYSTEM dated JUNE 28, 2023 (the “TRS Acquisition Agreement”) which set forth the general terms regarding County’s acquisition of certain assets of a 800 megahertz Trunked Radio System (the “TRS System”), the component details of which are more specifically delineated in the INTERLOCAL AGREEMENT FOR PURCHASE AND SALE OF THE TRUNKED RADIO SYSTEM (the “TRS Purchase Agreement”); and

WHEREAS, upon the effective date of the TRS Purchase Agreement, certain portions of the TRS System were co-located upon a communications tower (“Tower”) and within a building (“Building”) which are owned by GRUCom (“GRUCom's Property”) which are located at 721 NW 6 STREET, GAINESVILLE, FL (collectively “Premises”); and,

WHEREAS, subject to the execution and closing of the TRS Purchase Agreement, County desires to continue to co-locate and operate the TRS System upon, between, and within, the Tower and Building for the purpose of providing public safety communications services; and

WHEREAS, the Parties desire to make provision for County’s continued use of Premises to support County’s ownership and operation of the TRS System subject to the execution of the TRS Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements set forth herein, the parties agree as follows:

- 1. Exclusive License to Co-Locate.** GRUCom hereby grants County an exclusive a license (“License”), subject to the terms and conditions of this Co-Location Agreement, for the collective use of conditioned space within the Building (“Building Space”) as further specified, described and illustrated in **Exhibit “A”**, and attachment space upon the Tower as further specified, described and illustrated in **Exhibit “B”** (“Tower Space”), for the purpose of operating and maintaining the TRS System. County acknowledges that it has only been granted a License to access and occupy the Co-Location Space (as hereinafter defined) and that it has not been granted any real property interests in the Co-Location Space or Premises. The License is limited to the Co-Location Space and to the specific uses identified herein. GRUCom personnel shall have the right to access and be present in all

areas of Premises at all times without limitation. Nothing in this section shall be deemed to limit or restrict GRUCom's right to grant exclusive or non-exclusive licenses to third parties for use of any part of the Tower or Building that does not include use of the Co-Location Space.

2. **TRS System Equipment Load and Layout.** The Parties agree that the inventory, location, and layout details specified, described, and illustrated in the attached Exhibits represent the existing allowable design load of the TRS System at this site. Any TRS System changes proposed by County after the Effective Date of this Co-Location Agreement that would increase the dead load or wind load of the TRS equipment on the Tower or increase the rack space or power requirements identified in **Exhibit "A"**, shall constitute a Modification of the TRS, which shall be governed accordingly pursuant to other sections within this Co-Location Agreement.
3. **Rack Space.** The License includes the exclusive use of a designated area as Proposed C101 – Alachua County ("Rack Space") within the Building Space, as further specified, described, and illustrated in **Exhibit "A"**, to house industry standard racks and equipment enclosures, computing equipment, telecommunications equipment, and radio transmission equipment, and includes the exclusive use of certain cable entrance ports through the wall of the Building for the purpose of interconnecting such equipment to County's antennas on the Tower.
4. **Tower Space.** The License includes the exclusive use of attachment locations on the Tower, as further specified, described, and illustrated in **Exhibit "B"**, for the placement and affixing of antennas, and includes the exclusive use of designated vertical space upon the Tower for the placement and affixing of a cable riser system, and cables, up to the antennas, and includes the right to operate and maintain a horizontal line bridge system between the Building and the base of the Tower.
5. **Co-Location Space.** County's combined Rack Space and Tower Space may be collectively described elsewhere herein as the "Co-Location Space".
6. **Occupancy Rights.** Subject to the relocation provisions of section 12.3 and the Termination by Special Condition provisions of section 49, the County shall have the right, at County's sole expense, to use and occupy the Co-Location Space only for the purpose of installing, operating, and maintaining, and repairing the TRS System, and to replace inoperable or malfunctioning components with the same like-for-like components.
7. **Operating Rights.** County shall have the right, as it relates to all existing components, to install, operate, and maintain, and repair all lines, connections, devices, and equipment necessary to operate the TRS System, and to replace inoperable or malfunctioning connections, devices, and equipment with the same like-for-like items. Any Modifications to the TRS System which County may propose from time to time shall require GRUCom's prior written consent, which consent shall not be unreasonably withheld or delayed, and may also, at GRUCom's option, require an amendment to this Co-Location Agreement and an adjustment to the rent.
8. **Access Rights.** GRUCom shall provide County with access to the Co-Location Space twenty-four hours per day, seven days per week, including ingress/egress between the Co-Location Space and the public right-of-way. As provided in Section 9, the County may authorize its employees, representatives, consultants and contractors to access the Co-Location Space. County shall not modify or impede the ingress/egress area, and County, in the exercise of the rights herein, shall not unreasonably interfere with the right of GRUCom, or any person having a right to use Premises, from their continued and future use of the ingress/egress area. Any agreement with a third party whereby third party is also granted access by or through the ingress/egress area will require the third party not

to unreasonably interfere with the right of County to utilize the ingress/egress area. GRUCom will maintain the ingress/egress area such that County has access to the Co-Location Space; however, any damage to the ingress/egress area caused by County is to be repaired by County.

9. **Access Rules.** County shall strictly adhere to all GRUCom promulgated rules pertaining to access and occupancy of the Co-Location Space, including, but not limited to the following:

9.1. County shall notify GRUCom by telephone upon every entry and exit of the Co-Location Space pursuant to directions provided on relevant signage located at designated entry/exit points.

9.2. County will be provided with the combination or key to unlock the gate to the fenced area of the GRUCom Premises. County shall enter facility at all times through the locked gate. Upon entry, County must lock gate behind them. Upon exit, County shall ensure the gate is locked.

9.3. County shall enter the Building Space through an exterior door, as designated by GRUCom, which is controlled by a magnetic key card lock mechanism.

9.4. County shall provide GRUCom with the name, title, driver license number and phone number of a person designated as the authorized access control manager ("Access Manager"). GRUCom shall issue one (1) access key card to the Access Manager, subject to receipt of the first month's rent being paid in full.

9.5. The Access Manager will subsequently maintain control over the roster of other County employees, representatives, consultants and contractors for which County desires to grant access the Co-Location Space ("County's Access Roster"). Any changes to County's Access Roster are to be promptly reported to GRUCom.

9.6. Prior to being assigned any additional access key cards the Access Manager shall provide GRUCom with name, title, driver license number, and phone number of each person which the Access Manager desires to be added to County's Access Roster. Requests for additional access key cards may be limited by GRUCom not to exceed ten (10) total keys.

9.7. County agrees to be responsible for all access key cards in its possession and shall return any access key cards in the possession of any person, company, or vendor on County's Access Roster whose relationship with County is terminated.

9.8. County shall notify GRUCom immediately if any assigned access key card is lost or stolen. County may be subject to a fee of up to \$50.00 for each new replacement key card. The assessment of any such fee shall be at the sole discretion of GRUCom.

9.9. In no event shall County permit any third party who is not included on County's Access Roster to access the Co-Location Space unless that third party is escorted by a member of County's Access Roster, and County shall maintain such escorted access at all times while the third party is present at the Co-Location Space.

10. **Permitting and Compatible Use.** County will be responsible for obtaining all required permits to operate the TRS System. County agrees to make reasonable efforts to maintain the TRS System on the Premises in a manner which will aesthetically fit in with the surrounding area. To the extent that GRUCom reasonably determines that any work by County is not completed in a manner which meets with requirements of the neighborhood setting, then County will correct or redo such work.

11. Operating Conditions and Limitations of the Building Space.

- 11.1. Environmental conditions within the Building Space will be provided, controlled, and operated by GRUCom to provide adequate ventilation, heating, and cooling, consistent with usual and customary industry practices, to meet the manufactures specifications for operation of the TRS System.
- 11.2. GRUCom will provide a clean agent fire suppression system in compliance with relevant industry and safety standards.
- 11.3. GRUCom will provide commercial electric utility service to the Building Space, including the power requirements of TRS System as set forth in **Exhibit "A"**.
- 11.4. GRUCom will provide an uninterruptible power supply system which shall be integrated into the Building Space power supply system(s) and sized accordingly to provide capacity sufficient to meet the operational requirements of the Building, including the power requirements of the TRS System as set forth in **Exhibit "A"**, in compliance with relevant industry standards.
- 11.5. GRUCom will provide an emergency backup power generator which shall be integrated into the Building Space power supply system(s) and sized accordingly to provide capacity sufficient to meet the operational requirements of the Building, including the power requirements of the TRS System as set forth in **Exhibit "A"**, in compliance with relevant industry standards.
- 11.6. GRUCom will engineer and install all Building Space power systems and cables.
- 11.7. GRUCom will use reasonable efforts to ensure that County's use of the Building Space will be free of interruption.
- 11.8. No restrooms or sanitary facilities are provided in the Building Space for County use.

12. Operating Conditions and Limitations of the Rack Space.

- 12.1. All decisions concerning location, installation, connectivity, operation, maintenance, and repair of the TRS System equipment within the Rack Space, including replacement of inoperable or malfunctioning components with the same, will be at the discretion of County, subject to the confines and capacity of the Rack Space.
- 12.2. GRUCom will provide County with electrical power in the Rack Space as set forth within **Exhibit "A"**. If County desires to locate additional TRS System equipment within the Rack Space which has power requirements exceeding those identified in **Exhibit "A"**, then County must obtain prior approval of GRUCom, and an amendment must be executed by the Parties. Any power requirements other than those specified within **Exhibit "A"** may be subject to additional charges to be determined by GRUCom.
- 12.3. Upon 180 days prior written notice or in the event of an emergency a reasonable amount of time under the emergency circumstance, GRUCom may require County to relocate from the Rack Space to different Rack Space located within the same Building Space; provided, however, the site of relocation shall afford comparable space, power, environmental conditions, and comparable accessibility. GRUCom shall be responsible for the cost of preparing any such

designated replacement Rack Space for County's use; however, notwithstanding the foregoing, County shall be responsible for such preparation costs if said relocation is required due to (i) damage caused by County, or (ii) power requirements exceeding County's original allocation as set forth in **Exhibit "A"**, or (iii) expansion of County's service requirements. In any relocation event, County shall be responsible for the cost and act of relocating the TRS System and property to the replacement Rack Space.

- 12.4. County shall surrender the Rack Space upon the expiration or termination of this Agreement in similar condition as received, subject to normal wear and tear.

13. Inspection and Proper Use of Co-Location Space.

- 13.1. GRUCom shall, at all times, reserve the right to inspect the Co-Location Space in order to maintain and ensure the safe, lawful operation of the GRUCom Premises, and to monitor and enforce County's compliance with the provisions of this Co-Location Agreement.

- 13.2. County shall be solely responsible for the proper maintenance, repair, and operation of the TRS System, including without limitation any maintenance or repair that GRUCom determines is necessary to eliminate any unlawful, unsafe, or noncompliant conditions. If County fails to maintain, repair or operate the TRS System in a lawful, safe or compliant manner, then GRUCom may, after following the notice and opportunity to cure provisions of Section 40, may undertake or arrange for the required maintenance and/or repair. County shall reimburse GRUCom for all direct costs and expenses relating to such maintenance and/or repair.

- 13.3. Any signage County wishes to place in the Co-Location Space shall be subject to GRUCom's prior written approval.

14. **Tower Improvements.** If the County proposes any changes to the TRS System, as it may propose to do from time to time, the County shall provide written certification to GRUCom as to whether the proposed changes constitute a Modification of the TRS. In the event that the changes constitute a Modification of the TRS, the County shall be responsible for performing a structural analysis to determine if the Tower requires improvement to accommodate said Modifications and shall provide said analysis to GRUCom. Prior to any construction activities taking place on the Tower, County shall submit a proposed scope of work to GRUCom for pre-approval. Upon the completion of such review and pre-approval by GRUCom, County shall order, and provide to GRUCom, a set of construction drawings and a certified structural engineering analysis, both which must be produced by a licensed professional. GRUCom shall review the structural engineering and construction plans for final approval. Such proposed work may necessitate an amendment to this Co-Location Agreement if the County's proposed Modifications require additional Tower space. Upon satisfactory receipt of all required submittals, GRUCom shall provide County with authorization to proceed. County shall cause any such resulting work to be performed free of liens, in a good and workmanlike manner, and in compliance with all applicable standard, laws, and ordinances. County shall be responsible for correcting any work not constructed in accordance with any approved plans. All such reviews, approvals, or amendments, as required by GRUCom herein, shall not be unreasonably withheld or delayed by GRUCom.

15. **Tower Replacement.** GRUCom may decide to have a new tower constructed on the site at any time and to remove the existing Tower. In such an event, GRUCom has the right, on one hundred eighty (180) days' written notice to require County to vacate the existing Tower and relocate its operations to the new tower, such that the existing Tower may be disassembled and removed. County shall relocate its equipment to the new tower at the same height as it is located on the existing tower and

GRUCom shall reimburse the County's reasonable cost of said relocation. In the event that GRUCom determines, for whatever reason, that attachment locations of the same height are not available on the new tower, then GRUCom and County will cooperate to identify another height as close to the original height as reasonably possible, which will allow County to have equivalent signal coverage area. County will also be assigned a new horizontal line bridge system, if necessary, between the Building and the base of the new tower. County will be responsible for obtaining all approvals and permits required completing the transfer of the TRS System to the new tower and GRUCom agrees to fully cooperate with the County's efforts to obtain said approvals and permits. GRUCom will work closely with County to minimize the length of any outage but County agrees not to hold GRUCom, or any third party having a right to utilize the new tower, responsible for any delays or costs incurred by County in transferring its equipment to the new tower unless the outage period is longer than seven (7) calendar days. If the outage period is longer than seven (7) calendar days, County shall be entitled to a rent abatement for the full period of the outage. During any such relocation period, County shall be permitted, at no additional rent to County, to place a temporary transmitter on the Premises which will allow County to have substantially the same signal coverage area. The terms and conditions in this Co-Location Agreement shall remain in full force and effect with regard to County's use of the new tower and County will continue to be responsible for any required modifications or improvements to the new tower, and all references herein to "Tower" or "Tower Space" shall thenceforth apply to the new tower.

16. **Building Improvements.** Unless otherwise agreed upon separately in writing between the Parties, County shall have no rights to make any improvements to the Building.
17. **Premises Improvements.** Unless otherwise agreed upon separately in writing between the Parties, County shall have no rights to make any improvements to the GRUCom Premises.
18. **Ownership of Improvements.** Any structural modifications or improvements which are made to the Building, Tower, or Premises to accommodate County's operation and maintenance of the TRS System, shall automatically become the property of GRUCom upon termination of this Co-Location Agreement, without the necessity for any separately documented bill of sale; however, all personal property placed upon the Co-Location Space by County, such as, but not limited to County's equipment, equipment racks, cables, wires, lines, line bridges, attachments, hardware, supports, brackets and all related non-structural appurtenances, shall remain the sole and exclusive property of County, and must be removed upon the termination of this Co-Location Agreement.
19. **Maintenance of Facilities.** GRUCom shall, at GRUCom's sole cost and expense, keep the Tower and Building in good condition and repair, and include the Tower and Building in a regular regime of inspection and maintenance through the term of the Co-Location Agreement. Any breach of any GRUCom's duties under this Section 19 shall constitute a Default under the Co-Location Agreement and shall entitle the County to exercise any and all remedies provided in the Co-Location Agreement, or otherwise permitted by law. If GRUCom fails to maintain the Tower and/or Building in good condition and repair, the County may, after following the notice and opportunity to cure provisions of Section 40, enter the property and perform such repairs necessary to return the Towers and Buildings to good condition and repair. Any expenditure by the County to maintain the Tower and Building in good condition and repair shall be deducted from the rents owed by the County. County shall be solely responsible for all necessary repairs and maintenance of its personal property located in the Co-Location Space.
20. **Use of Contractors and Subcontractors.** County's use of contractors and subcontractors is permissible with the prior written consent of the GRUCom, which consent shall not be unreasonably withheld or delayed. County's use of any contractor or subcontractor shall be deemed approved if

GRUCom does not object in writing within 72 hours of receipt of County's written submission of such contractor or subcontractor to GRUCom. Any contractors or subcontractors employed by County shall be required to meet the indemnification and insurance requirements of GRUCom prior to the commencement of any work at the site. At the completion of the work, County shall ensure that all contractors and subcontractors remove materials, debris and rubbish from the work site and restore to original condition all property not designated for alteration by the construction or maintenance work. County shall pay all contractors, subcontractors, and material men in timely fashion.

21. **Tower Space Construction and Normal Maintenance Work Hours.** County shall have access to its personal property upon the Tower Space at all times and shall have quiet and peaceful enjoyment of the Tower Space as long as County is not in default hereunder. However, County agrees to make every effort to minimize disruption to the surrounding area. Construction and maintenance work upon the Tower Space will be restricted to the hours of 7:00 A.M. to 5:30 P.M., Monday through Friday, excluding legal holidays. County will notify GRUCom's representative at least forty-eight (48) hours in advance of any planned work requiring County to ascend the Tower.
22. **Rack Space Construction and Normal Maintenance Work Hours.** County shall have access to its personal property in the Rack Space at all times and shall have quiet and peaceful enjoyment of the Rack Space as long as County is not in default hereunder. However, County agrees to make every effort to minimize disruption to the Building Space. Construction and normal operations and maintenance work within the Rack Space may be performed by County twenty-four hours per day, seven days per week, subject to any other limitations set forth herein.
23. **Emergency Maintenance.** County shall have access to the Co-Location Space at all hours to conduct emergency maintenance. County may use non-preapproved contractors or subcontractors to conduct such emergency maintenance. However, in the event that GRUCom has not furnished approval of County's contractor or subcontractor, County shall assume full responsibility for all actions of such unapproved person or firm. County shall notify GRUCom, in the manner requested by the GRUCom and as soon as reasonably practicable, regarding emergency maintenance activities at the site.
24. **Term.** The Initial Term of this Co-Location Agreement shall commence upon the closing of the TRS Purchase Agreement (the "Effective Date") and remain in effect for a period of **five (5) years** ("Initial Term"). The Co-Location Agreement will automatically renew for **two (2) additional term periods of five (5) years each** (each an "Extension Period") upon the same terms and conditions unless County notifies GRUCom in writing of County's intention not to renew this Co-Location Agreement at least **sixty (60) days** prior to the expiration of the Initial Term or then existing Extension Period. Upon the expiration of the final Extension Period, unless otherwise terminated in advance by either Party, the Co-Location Agreement shall continue in effect on a **Year-to-Year Basis (Automatic Annual Renewal)** upon the same terms and conditions set forth herein unless terminated by either County or GRUCom with **sixty (60) days** prior written notice. All references in this Co-Location Agreement to the "term" of this Co-Location Agreement shall be deemed to include the Initial Term hereof and any and all Extension Periods thereof pursuant to this Section,
25. **Termination.** All of County's rights to access and occupy the Co-Location Space shall cease upon termination of this Agreement and County's deadline to vacate the Co-Location Space shall coincide with any such termination date of the Co-Location Agreement. County shall remove its personal property from the Co-Location Space and return the Co-Location Space to substantially the same condition as it was at the commencement of County's occupancy, excepting permanent structural modifications or improvements, and normal wear and tear.

26. **Make-Ready Charge.** County shall pay to GRUCom a non-recurring charge in the amount of \$12,675 for the cost of preparing the Co-Location Space, as set forth within **Exhibit “C”**, for use by County. GRUCom will issue an invoice to County upon completion of the work and shall be paid by County in accordance with the provisions of §218, Part VII, Florida Statutes. (Local Government Prompt Pay Act).
27. **Initial Rent.** The covenants contained herein are made for, and in consideration of, a monthly rental amount that County shall pay to GRUCom. Such rent shall be due and payable monthly in advance in the amount of **\$4,879.03** per month, plus any applicable taxes. This Initial Term Rent rate shall be used as the basis for the computation of the annual Adjusted Rent. The first monthly Initial Term Rent payment shall be due and payable on the first day of the first full month following the effective date of the TRS Acquisition Agreement. All subsequent Initial Term Rent payments shall be due and payable monthly thereafter, in advance, on the 1st day of every month for the duration of this Co-Location Agreement term. Rent is due and payable without a requirement that it be billed by GRUCom. The provisions of this subsection shall survive the termination or expiration of this Co-Location Agreement.
28. **Automatic Annual Rent Adjustments (“Adjusted Rent”).** The Initial Term Rent shall not be increased during the Initial Term of this Co-Location Agreement. Thereafter, during any Extension Terms rent may be increased by three percent (3%) on the first day of every October, beginning and continuing every October 1 thereafter for the duration of the Co-Location Agreement. The annual rent adjustments shall occur automatically without any requirement to provide any further notice.
29. **Additional Equipment and Additional Rent.** The Initial Rent amount is based upon the space, location, and physical configuration of the TRS System at the time of, and pursuant to, the TRS Acquisition Agreement. County shall have the option to modify the TRS System from time to time, subject to the capacity limitations of the Co-Location Space. The Modification of any equipment located in the Co-Location Space shall require the advance written approval of the GRUCom, which will not be unreasonably withheld; however, no Modifications shall take place until County provides professional design plans and associated certified structural engineering analyses of the proposed Modifications. All costs related to any such design, analysis, or Modifications initiated by County are to be born solely by County. Any Modification initiated by County which necessitates the use of additional access, space, area, or power may subject County to additional rent charges. Any such additional rent charges shall be memorialized in an amendment to this Co-Location Agreement, if applicable.
30. **Additional Services and Additional Charges.** Interconnection and telecommunications services at the Co-Location Space are available only from GRUCom, and such additional services shall be contracted for between the Parties under separate agreement(s). Except for the provisioning of standard interconnection and telecommunications services, GRUCom shall have no interest or obligation hereunder with regard to providing any intellectual, labor, or operational support to the TRS System beyond the obligations specifically contained herein (or as may be provided for in the TRS Acquisition Agreement). Any request by County for GRUCom to assist with any inspection, demonstration, testing, analysis, construction, installation, or maintenance of the TRS System (and County’s associated equipment) may subject County to additional charges. Additionally, if County notifies GRUCom regarding trouble associated with any GRUCom services provided to County, and the trouble is ultimately determined to be caused by County, then County may be subject to additional charges.
31. **Fitness for Use.** GRUCom represents and warrants to the County that the Co-Location Space is fit for purpose to support and operate the TRS System. GRUCom warrants to the County that the TRS

System was installed, housed, maintained, and operated in accordance with all applicable manufacturers' specifications and applicable industry standards, and that the TRS System is in good working condition as of the effective date of this agreement. GRUCom further warrants to County that the City owned towers upon which the TRS is attached is structurally sound and fit for the particular purpose of supporting and operating the TRS and complying with all applicable manufacturers' specifications. The City shall be responsible for any modifications to the towers or buildings that are required, if any, to satisfy the City's warranties under this subsection. The warranties provided in this section are material terms of this Co-Location Agreement. The warranties set forth in this section shall continue until the County Modifies the TRS; however, such termination shall not effect, reduce or otherwise relieve the City's maintenance and repair obligations as set forth in Section 19. County shall have the right, at its sole expense, to have the Co-Location Space inspected, analyzed, and surveyed, and to have soil borings and analysis tests run, and to have an environmental audit of the Co-Location Space performed by an environmental consulting firm for its use in making such determination. In addition, future communications equipment to be mounted on the Tower must be evaluated by an independent engineering consultant, at County's expense, for purposes of determining that the loading capacity of the Tower will not be exceeded.

32. Representations, Warranties and Covenants Concerning the Use of Hazardous Substances/Periodic Notice.

32.1. GRUCom's Representation and Warranty. GRUCom represents and warrants that the Co-Location Space is free of hazardous substances as of the date of this Co-Location Agreement, and, to the best of GRUCom's knowledge, the Co-Location Space has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. GRUCom shall comply with Applicable Law (as defined below) with respect to any activity conducted by GRUCom in or on the Co-Location Space.

32.2. Hazardous Substances. No spill, deposit, emission, leakage or other release of Hazardous Substances (as defined below) on the Premises or the soil, surface water or groundwater thereof by County is allowed for the period of the County's occupancy. County shall be responsible to promptly notice GRUCom and completely clean up any such release caused by County, its officers and employees, agents, contractors and invitees as shall occur on the Premises during the County's occupancy and shall surrender the Premises free of any contamination or other damage caused by County during the County's occupancy. In the event County becomes aware of any Hazardous Substances at the Co-Location Space, that, in County's and GRUCom's collective evaluation and determination, renders the condition of the Co-Location Space unsuitable for County's use, County shall promptly notify GRUCom of the Hazardous Substances and County will have the right, in addition to any other rights it may have at law or in equity, to terminate this Co-Location Agreement upon written notice to GRUCom.

32.3. Maintenance of Premises. County shall, at its sole cost and expense, keep, use and operate the Co-Location Space at all times in compliance with applicable federal, state and local laws, rules, regulations and ordinances ("Applicable Law") as defined below, including laws addressing environmental compliance, worker health and safety and statutory insurance requirements, and including but not limited to obtaining any required environmental permits, licenses, registrations or approvals necessary for County to conduct operations at the Co-Location Space. The County warrants that it has secured all environmental permits, licenses, registrations or approvals that are required to operate and maintain the TRS System and shall maintain the Co-Location Space in a clean and sanitary condition. The County shall promptly respond to and clean up any release or threatened release of any Hazardous Substances caused by County into the drainage systems, soil, surface water, groundwater, or atmosphere, in a safe

manner, in strict accordance with Applicable Law, and as authorized or approved by all federal, state and/or local agencies having authority to regulate the permitting, handling, treatment, storage, disposal, remedial, removal actions and cleanup of Hazardous Substances.

32.4. Entry by GRUCom.

32.4.1. County shall permit GRUCom and its agents to enter into and upon the Co-Location Space without prior notice, at all reasonable times for the purposes of inspecting the Co-Location Space and all activities thereon, including activities involving Hazardous Substances or for the purposes of maintaining any facilities or equipment in the Co-Location Space. Such right of entry and inspection shall not constitute managerial or operational control by GRUCom over activities or operations conducted at the Co-Location Space by County. GRUCom and County agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Co-Location Space. County shall not be responsible for any costs, claims or liabilities to the extent attributable to the inaccuracy of any information in this Section or any GRUCom acts or omissions.

32.4.2. In the event that County receives any notice of or causes any material event involving the spill, release, leak, seepage, discharge or clean-up of any Hazardous Substance in the Co-Location Space, County shall notify GRUCom orally within twenty-four (24) hours and in writing within three (3) business days of County becoming aware of such material event. GRUCom shall have the right but not the obligation to enter onto the Co-Location Space or take such other action as it shall deem necessary or advisable to clean up, respond to, remove, resolve or minimize the impact of, or otherwise deal with any such Hazardous Substance or environmental complaint following receipt of any notice from County or from any person or entity having jurisdiction asserting the existence of any Hazardous Substance or an environmental complaint pertaining to the Co-Location Space or any part thereof, which if true, could result in an order, suit or other reasonable action against GRUCom. If County is unable to resolve such action in a manner which results in no liability on the part of the GRUCom, all reasonable costs and expenses incurred by the GRUCom in exercise of any such rights shall be secured by this Co-Location Agreement and shall be payable by County upon demand.

32.5. County's Indemnity and Release.

32.5.1. With respect to releases or threatened releases, or use of any Hazardous Substance(s) caused by County during the County's occupancy, within the limits prescribed by law and without waiving sovereign immunity, County shall indemnify, defend and hold harmless GRUCom from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, costs or expenses, including interest and reasonable attorneys' fees (including cost of defense, direct and on appeal, settlement and reasonable attorneys' fees for attorneys of GRUCom's choice) incurred by, claimed or assessed against GRUCom under any Applicable Law, without limitation, and any and all statutes, laws, ordinances, codes, rules, regulations, orders or decrees regulating with respect to or imposing liability, including strict liability or other standards of contact concerning any Hazardous Substance, by any person or entity or governmental department or agency for, with respect to or as a direct or indirect result of,

the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Co-Location Space of any Hazardous Substance, which is in any way connected with injury to any person or damage to any property or loss to the GRUCom occasioned in any way by the use or presence of Hazardous Substances caused by (1) County's breach of any term or provision of this Section or (2) the negligent or intentional activities of the County during or after the County's occupancy of the Co-Location Space. County shall not be responsible for any costs, claims, liabilities or losses to the extent attributable to any GRUCom acts or omissions.

32.5.2. This indemnity specifically includes the direct obligation of County to perform, at its sole cost and expense, any remedial, assessment, removal or other activities required, ordered, recommended, or requested by any agency or governmental official or third party or otherwise necessary to avoid or minimize injury or liability to any person or to prevent the spread of pollution, caused by County (hereinafter, the "Remedial Work"). County shall perform all such work in its own name in accordance with Applicable Laws. County shall not be obligated to perform any Remedial Work if such Remedial Work is rendered necessary due to the negligent or intentional activities of GRUCom.

32.5.3. Without waiving its rights hereunder, GRUCom may, at its option, upon reasonable notice to County, perform such Remedial Work as described above, and thereafter seek reimbursement for those costs thereof from County. County shall permit GRUCom access to the Co-Location Space to perform such Remedial Work.

32.5.4. Whenever GRUCom has incurred costs that is a fault or caused by County, County shall within thirty (30) days of receipt of written notice thereof, reimburse GRUCom for all expenses together with interest from the date of expenditure at the "applicable federal rate" established by the Internal Revenue Service.

32.6. **Agency or Third-Party Action.** Without limiting its obligations under any other paragraph of this Section, County shall be solely and completely responsible for responding to and complying with any administrative notice, order, request or demand or any third-party claim or demand relating to potential or actual contamination on the Premises caused by County. The responsibility conferred under this paragraph includes, but is not limited to, upon written demand and approval of GRUCom responding to such orders on behalf of GRUCom and defending against any assertion of GRUCom's financial responsibility or individual duty to perform such orders. County shall assume any liabilities, duties, or responsibilities which are assessed against GRUCom in any action described in this Section.

32.7. **Breach.** Any breach of any warranty, representation or condition contained in this Section shall constitute a Default under the Co-Location Agreement and shall entitle the non-defaulting Party to exercise any and all remedies provided in the Co-Location Agreement, or otherwise permitted by law.

32.8. **Survivability of Terms.** The terms and conditions of Section 32 shall survive the termination of this Co-Location Agreement.

32.9. **Definitions.**

32.9.1. Hazardous Substance(s). Hazardous substance shall be construed broadly to include any toxic or hazardous substance, material or waste, and any other contaminant, pollutant or constituent thereof, whether liquid, solid, semi-solid, sludge and/or gaseous, including

without limitation chemicals, compounds, asbestos, asbestos-containing materials or other similar substances or materials which are regulated by or pursuant to any federal, state or local laws, rules or regulations, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), 42 USC §9601, et. seq., hereinafter collectively, "CERCLA"; the Solid Waste Disposal Act, as amended by the Resource Conservation Recovery Act of 1976 ("RCRA") and subsequent hazardous and solid waste amendments of 1984, also known as the 1984 RCRA Amendments, 42 USC §6901, et. seq.; the Hazardous Material Transportation Act, 49 USC §1801, et. seq.; the Clean Water Act, as amended, 33 USC §1301, et. seq.; the Clean Air Act, as amended, 42 USC §§7401 to 7642; the Toxic Substance Control Act, as amended, 15 USC §2601, et. seq.; the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), as amended, 7 USC §§136 - 136Y; the Emergency Planning and Community Right-to-Know Act of 1986 ("EPCRA"), as amended, 42 USC §11001, et. seq., (Title III of SARA); the Occupational Safety and Health Act of 1970 ("OSHA"), as amended, 29 USC §651, et. seq.; and any similar state statute, including without limitation, Chapters 252, 255, 376, 403, 442, 455 and 553, Florida Statutes, or any rules or regulations implementing such Statutes or which have been or shall be determined at any time by any agency or the court to be a hazardous or toxic substance regulated under any other Applicable Law; or any substance or material that is or becomes regulated by any federal, state or local government authority.

32.9.2. Applicable Law(s). Applicable Law(s) shall include but not be limited to the following: CERCLA, RCRA, the Clean Water Act, the Hazardous Materials Transportation Act, the Clean Air Act, the Toxic Substance Control Act, FIFRA, EPCRA, Title III of SARA, OSHA, and any similar state statute, including without limitation, Chapters 252, 255, 376, 403, 442, 455 and 453, Florida Statutes, as amended, and the regulations promulgated there under, any state or local "Superfund" or "Superlien" laws, and any other federal, state and/or local laws, rules or regulations, whether currently in existence or hereinafter enacted or promulgated that govern or relate to the following: (i) the existence, clean up and/or assessment or remediation of contamination on property; (ii) the protection of the environment from spilled, released, deposited or otherwise disposed of contamination; (iii) the control of hazardous or toxic substances or waste; or (iv) the use, generation, storage, discharge, transportation, treatment, recovery, removal or disposal of hazardous or toxic substances or waste including building materials such as asbestos and including dishwashing materials and food disposal procedures.

- 33. Aviation Hazard Marking.** GRUCom shall, at GRUCom's sole cost and expense, be responsible for complying at all times with the Tower marking, lighting, recording and notification requirements of the Federal Communications Commission (FCC) and the Federal Aviation Administration (FAA).
- 34. Taxes and Fees.** County shall be solely responsible for, and pay promptly when due, any tangible personal property taxes levied against County's property and any other taxes or fees applicable to County's property whether levied by federal, state, or local authority. In the event that GRUCom is required to pay taxes, real or personal, on the property, due in whole or in part to County's operations, then County shall reimburse GRUCom within thirty (30) calendar days for its pro-rata share of said taxes based on receipt of sufficient documentation from GRUCom indicating the amount of taxes paid and the calculation of County's pro-rata share.
- 35. Compliance with Laws.** County and GRUCom shall comply with all federal, state, or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agencies having jurisdiction over the Premises and County's operations thereupon.

36. Complaint Resolution. The Parties acknowledge that complaints may from time to time be lodged with regulatory bodies related to the co-location of County's property at the Co-Location Space. County shall promptly assist in diligently pursuing a satisfactory resolution of complaints lodged and appear as necessary before the appropriate regulatory body in order to present and defend the positions of the Parties as related to such complaint.

37. Liability. Each Party fully retains all sovereign immunity protections afforded to it as a municipal corporation of the State of Florida and as a charter county and a political subdivision of the State of Florida, respectively. Without in any way waiving, limiting or restricting any defenses of sovereign immunity, each party shall be solely responsible for its own negligent acts or omissions, as well as those of its own employees. This Agreement is not intended, and shall not be interpreted to constitute, a waiver of sovereign immunity, an authorization of claims by third parties, a waiver of the limits of liability as established by §768.28, Florida Statutes, or to waive any other provision of §768.28, Florida Statutes.

38. Insurance.

38.1. For the duration of this Co-Location Agreement, County shall continuously maintain in full force and effect comprehensive commercial liability insurance with general aggregate limits of not less than One Million Dollars (\$1,000,000) and automobile liability insurance with not less than Five Hundred Thousand Dollars (\$500,000) combined single limit, covering liabilities arising out of or in connection with County's work and operations upon Premises. County shall provide a certificate of insurance to GRUCom showing the limits of County's coverage. Upon receipt of notice from its insurer, County shall use its best efforts to provide GRUCom with thirty (30) days' prior written notice of cancellation.

38.2. Notwithstanding the foregoing, County shall have the right to self-insure the coverages. County represents that it is currently self-funded for liability in accordance with §768.28, Florida Statutes. County hereby assumes responsibility for, and hereby agrees to indemnify and hold GRUCom harmless from and against any and all liability, claims, or damages imposed on GRUCom up to the monetary limits provided in 768.28, Florida Statutes, arising out of or in connection with negligent acts, omissions, or misconduct of the County and its agents or employees relating to the responsibilities of the County under this Agreement. County agrees to maintain insurance coverage, either through self-insurance or commercial policy.

38.2.1. GRUCom hereby assumes responsibility for, and hereby agrees to indemnify and hold County harmless from and against any and all liability, claims, or damages imposed on County up to the monetary limits provided in 768.28, Florida Statutes, arising out of or in connection with negligent acts, omissions, or misconduct of GRUCom and its agents or employees relating to the responsibilities of GRUCom under this Agreement.

38.3. The Parties agree to cooperate with each other in the defense of any third-party claim, demand, lawsuit, or the like related to this Co-Location Agreement.

39. Monetary Default. County shall be in Monetary Default of this Co-Location Agreement if County fails to make a payment of rent when due and such failure continues for thirty (30) days after GRUCom notifies County in writing of such Monetary Default. At the conclusion of this thirty (30) day period, if payment has not been received, GRUCom may terminate this Co-Location Agreement after providing an additional ten (10) day notice to County of such uncured Monetary Default.

- 40. Default.** If GRUCom or County fails to comply with any material provision of this Co-Location Agreement which the other Party claims to be a Default hereof, the Party making such claim shall serve written notice of such Default upon the defaulting Party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting Party shall undertake and diligently pursue a cure of Default. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting Party demonstrates a good faith showing that efforts toward a cure are continuing. At the conclusion of the grace period, if the Default has not been cured, the Party making the claim may terminate this Co-Location Agreement any/or and all other rights available to it under law and equity after providing an additional ten (10) day notice to the defaulting Party of such uncured Default. Remedies available to the Parties include, but are not limited to, compensatory damages including actual consequential damages to cover any loss incurred by the default.
- 41. Attorney Fees and Expenses.** In the event of any litigation arising under this Co-Location Agreement, each party shall be responsible for their own legal fees, expenses and/or costs related to this Co-Location Agreement.
- 42. Non-Interference.** The City represents and warrants that as of the Effective Date of this Co-Location Agreement, the TRS System does not measurably interfere with the reception or transmission of previously installed equipment. In the event the TRS System malfunctions in a manner that causes measurable interference with reception or transmission of previously installed equipment for a pre-existing use, upon written notice from the GRUCom, County shall make such corrections and adjustments as are required to eliminate the interference as soon as is reasonably possible. Any cost of protective equipment must be paid by County. Upon expiration or termination of this Co-Location Agreement, County has the right to consider the protective equipment part of its original system and may remove such equipment upon vacating the Co-Location Space. GRUCom will not install equipment on the GRUCom's Tower or enter into an agreement with any third party where equipment to be installed at the Premises by the third party is known to interfere with the reception or transmission of then existing equipment of County. Any agreement with a third party for the installation and operation of communication equipment at the Premises will contain which will require the third party to immediately cease operation of and correct any problem which is causing interference with County's previously installed equipment. The Parties acknowledge that there may not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.
- 43. Title, Access, and Authority.** GRUCom covenants and warrants to County that GRUCom presently owns the fee simple interest in and to the Premises; that the Premises are served by legal access from a public way; that GRUCom is duly authorized and empowered to enter into this Co-Location Agreement; and that the person executing this Co-Location Agreement on behalf of the GRUCom warrants himself to be duly authorized to bind GRUCom hereto.
- 44. Assignment of Co-Location Agreement.** County's rights and interests hereunder may not be sold, transferred, assigned, pledged or hypothecated, without the prior written approval of GRUCom, except as to a successor of County's operations and/or assets by reason of a sale, merger, consolidation, foreclosure, legal reorganization, regulatory mandate, or government restructuring, where substantially all of County's operations and/or assets are acquired by such a successor. The terms and provisions of this Co-Location Agreement and the respective rights and obligations hereunder of each Party shall be binding upon, and inure to the benefit of, such a successor.
- 45. Subordination.** County shall, upon request of GRUCom, subordinate this Co-Location Agreement to any mortgage trust deed which may hereafter be placed on the Premises, provided such mortgagee or

trustee there under shall inure to County the right to occupy the Co-Location Space and other rights granted to County herein so long as County is not in Default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to County. Further, GRUCom agrees to promptly have any mortgage or trustee which has a mortgage or trust deed currently placed on the Premises execute a non-disturbance agreement in a form reasonably satisfactory to County.

46. **Third Party Agreements.** In the event that GRUCom enters into similar agreements with third parties for use of the Premises, County agrees to comply with all reasonable requests by GRUCom necessary to facilitate such similar agreements. Upon written request from GRUCom giving County sixty (60) days' notice, and where County's service is not unreasonably disrupted and where County's service area is not diminished, County will move any communications equipment that interferes with the installation of third parties equipment. Where such move is requested, GRUCom will compensate County for the cost incurred by County in complying with such request. County also agrees to provide any frequency and other operating information, as which may be needed by GRUCom or the third party to obtain regulatory or administrative approvals for the co-location and operation of the third party's property on the Premises.
47. **Notices.** Any notice, demand or communication which GRUCom or County shall desire or be required to give pursuant to the provisions of this Co-Location Agreement shall be sent by registered or certified mail to:

If to GRUCom:

Gainesville Regional Utilities
Attention: GRUCom Legal Notice
301 SE 4th Avenue
Gainesville, FL 32601

If to County:

Chief
Alachua County Fire Rescue
911 SE 5th Street
Gainesville, Florida 32601

The giving of any such notices shall be deemed complete upon mailing in a United States Post Office with postage charges prepaid, addressed to the Party named herein to be given such notice at its address as set forth in this Co-Location Agreement or to such other address as such Party may heretofore have designated in writing.

48. **Contingencies.** County shall have the right to cancel this Co-Location Agreement if County's technical reports fail to establish to County's satisfaction that the Co-Location Space is capable of being suitably engineered to accomplish County's intended use of the Co-Location Space; if County's title insurer determines that GRUCom does not own good and clear marketable title to the land underlying the Co-Location Space; or if such title has encumbrances and restrictions which would interfere with County's intended use of the Co-Location Space.
49. **Termination by Special Condition.** Beyond the contingency cancellation allowances provided elsewhere herein, both Parties shall be relieved of their respective obligations hereunder under any of the following special conditions, except that the GRUCom shall remit to the County, within 30 calendar days after said termination date, a prorated refund of the current month's rent:

49.1. Subject to TRS Purchase Agreement. This Co-Location Agreement shall not become effective until the TRS Purchase Agreement is approved by the Parties, executed, and closed. If the TRS Purchase Agreement is subsequently rendered unlawful or invalid then this Co-Location Agreement shall also be concurrently terminated and, in addition to prorated rent, the City shall also remit to the County a prorated refund of the Make-Ready Charge in an amount equal to the depreciated value of the Make-Ready Charge using the straight-line method of depreciation, based on a 5-year useful life and no salvage value for the Make-Ready Charge improvements. In any such event the rights granted to County in this Co-Location Agreement shall cease simultaneously and both Parties shall be released from their performance obligations herein.

49.2. Withdrawal. Except for within the Initial Term, GRUCom shall have the right to terminate this Co-Location Agreement by giving one hundred eighty (180) days written notice to County in the event that GRUCom decides for safety, or regulatory or operational reasons to abandon or remove the Co-Location Space.

49.3. Destruction. If the Co-Location Space is condemned, destroyed, or substantially impaired by fire, lightning, earthquake, hurricane, or other such Force Majeure event beyond the control of GRUCom, then this Co-Location Agreement may immediately be terminated by GRUCom or the County.

49.4. Lawful Use. County's right to use the Co-Location Space is subject and subordinate to all lawful restrictions, covenants, and encumbrances, if any, to which GRUCom, its successors, or assigns may be subject. GRUCom may terminate this Co-Location Agreement at any time if GRUCom is required by a state, local, or federal regulatory agency to remove the Co-Location Space or by any court to cease operations on the Premises. In any such event the rights granted to County in this Co-Location Agreement shall cease simultaneously with the cessation of GRUCom's rights with neither party having any further obligations to the other party beyond the payment of accrued charges or other obligations accrued through the date of cessation.

49.5. Suitability. County shall have the right to terminate this Co-Location Agreement if County determines that the Co-Location Space is not structurally, mechanically, or electrically suitable for operating the TRS System in accordance with the TRS System manufacturer's operating specifications. In such an event, County shall provide GRUCom with written notice, including documentation from the manufacturer, as to the specific operating deficiency. Upon receipt of such written notice, GRUCom shall be provided a forty-five (45) grace period to undertake and diligently pursue a cure of the operating deficiency. Such grace period shall automatically be extended for an additional forty-five (45) days, provided GRUCom demonstrates a good faith showing that efforts toward a cure are continuing. At the conclusion of the grace period, if the operating deficiency has not been cured, County may vacate the Co-Location Space and this Co-Location Agreement shall simultaneously be terminated upon the date when County removes its personal property from the Co-Location Space and returns the Co-Location Space to substantially the same condition as it was at the commencement of County's occupancy, excepting permanent structural modifications or improvements, and normal wear and tear.

50. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THIS AGREEMENT APPLIES ONLY TO THE CO-LOCATION SERVICES PROVIDED TO COUNTY AND SHALL NOT APPLY TO ANY OFFERING BY COUNTY OF SERVICES TO COUNTY'S CUSTOMERS OR COUNTY'S END-USERS. EXCEPT AS SPECIFICALLY PROVIDED IN THIS CO-LOCATION AGREEMENT, IN NO EVENT SHALL

GRUCom OR THE COUNTY BE LIABLE TO ANY THIRD PARTY, PERSON, FIRM OR ENTITY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS OR LOSS OF REVENUES OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CO-LOCATION AGREEMENT OR THE CO-LOCATION OF THE EQUIPMENT AT OR IN THE CO-LOCATION SPACE OR PREMISES.

51. **Force Majeure.** In case either Party hereto should be delayed or prevented from performing or carrying out any of the agreements, covenants, and obligations made by and imposed upon said Party by this Co-Location Agreement, by reason of Force Majeure, then in such case or cases, both Parties shall be relieved of performance under this Co-Location Agreement except for the obligation to pay for services already received under this Co-Location Agreement and GRUCom shall remit a prorated refund to the County for the current month's rent payment, and shall not be liable to the other Party for or on account of any loss, damage, injury, or expense resulting from or arising out of such delay or prevention; provided, however, that the Party suffering such delay or prevention shall use due and practicable diligence to remove the cause or causes thereof; and provided further, that neither Party shall be required by the foregoing provisions to settle a strike except when, according to its own best judgment, such a settlement seems advisable. The term Force Majeure shall be any cause not reasonably within the control of the Party claiming Force Majeure, and not attributable to such Party's neglect, including, but not limited to, the following: strikes, stoppages in labor, failures of contractors or suppliers of materials, unavailability of a fuel or resource used in connection with the generation of electricity, riots, fires, named storms, floods, ice, invasions, civil wars, commotion, insurrections, military or usurped power, order of any court granted in any bona fide adverse legal proceedings or action, order of any civil or military authority, explosion, act of God or the public enemies, breakage or accident to machinery, transmission lines, or facilities, sabotage, or orders or permits, or the absence of the necessary orders or permits, of any kind which have properly applied for from the government of the United States of America, a State or States of the United States, or any political subdivision thereof. The obligation to pay amounts due pursuant to this Co-Location Agreement as of the date of the Force Majeure event shall not be relieved by this Section.
52. **Binding Effect.** All of the covenants, conditions, and provisions of this Co-Location Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns; however, neither this Co-Location Agreement nor any actions in the fulfillment of this Co-Location Agreement or provision of co-location services hereunder will create a partnership or joint venture between County and GRUCom. Neither Party shall have the right to bind the other with respect to third parties.
53. **Supplemental Information.** The Parties may wish to express certain additional details, descriptions, illustrations, clarifications, specifications, and instructions which are (i) directly related to the conduct, components, and performance of this Co-Location Agreement; and, (ii) more precise and exact than the information already contained herein ("Supplemental Information"). In such instances, the Parties shall negotiate and execute the necessary and proper written documentation containing the Supplemental Information and cause such written documentation to be executed by their duly authorized representatives, attached hereto, and governed accordingly.
54. **Attachments.** The exhibits, amendments, riders and addenda attached to this Co-Location Agreement (if any) are incorporated herein and shall be considered a part of this Co-Location Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Co-Location Agreement, the provisions of this Co-Location Agreement shall prevail.

55. Applicable Law. This agreement shall be interpreted in accordance with the laws of the State of Florida.

56. Venue. Sole and exclusive venue for any litigation arising out of this agreement shall be in the appropriate Federal or State court sitting in Gainesville, Florida.

57. Miscellaneous.

57.1. County shall have the right to remove the TRS System and vacate the Co-Location Space at any time; however, such removal or vacating of the Co-Location Space shall not automatically relieve County of its term, payment, or performance obligations herein unless such action is taken due to such specific termination allowances as otherwise provided for herein.

57.2. The captions and headings contained in this Co-Location Agreement are for convenience only and shall not be taken into account in construing the meaning of this Co-Location Agreement or any part hereof.

57.3. GRUCom, in accordance with generally accepted relevant industry standards and practices, shall be the designated arbiter between the Parties with regard to assessing needs, establishing requirements, selecting and determining the application of specifications, clarifying technical phrasing and terminology, and determining the satisfactory provisioning of resources, by and between the Parties, as necessary to operate and support the Premises and Co-Location Space.

57.4. Time is of the essence in the performance of the obligations of each Party hereunder.

57.5. Waiver by any Party of the breach of any provision of this Co-Location Agreement shall not operate or be construed as a waiver of any subsequent breach by the offending Party.

57.6. If any provision of this Co-Location Agreement is held to be invalid or unenforceable, the remainder of this Co-Location Agreement shall not be affected thereby and each term and provision shall be valid and be enforced to the fullest extent permitted by law.

58. Modifications. This Co-Location Agreement may not be modified, except in writing signed by both Parties.

59. Entire Agreement. This Co-Location Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings or agreements between the Parties. No subsequent agreement between GRUCom and County concerning the co-location services contemplated under this Co-Location Agreement shall be effective or binding unless it is made in writing by authorized representative of the Parties hereto, and no representation, promise, inducement, or statement of intention has been made by either Party which is not embodied herein.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have caused this Co-Location Agreement to be executed by their duly authorized representatives as of the latter of the two dates signed and written below (the “Effective Date”).

CITY OF GAINESVILLE d/b/a GRUCom

ALACHUA COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form and Legality:

Utilities Attorney

(SUPPLEMENTAL INFORMATION AND ATTACHMENTS TO FOLLOW)

GRUCom CO-LOCATION AGREEMENT

GAINESVILLE POLICE DEPARTMENT (GPD)

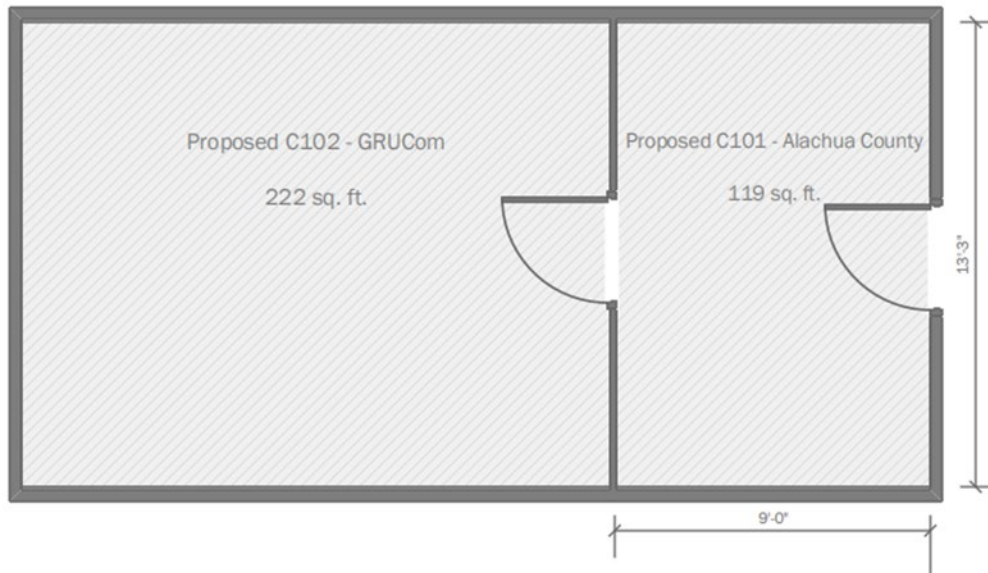
EXHIBIT “A” - RACK SPACE DETAILS

RACK SPACE DIMENSIONS: 119.7 (approximate) square feet of building space measuring 13.3 (approximate) feet x 9.0 (approximate) feet for the placement of industry standard racks, computing equipment, telecommunications equipment, and radio transmission equipment.

RACK ID: C101-1
RACK DIMENSIONS / TYPE: 19” 44RU / OPEN FRAME
RACK POWER: 7 x 120VAC 20A CIRCUITS

RACK ID: C101-2
RACK DIMENSIONS / TYPE: 19” 44RU / OPEN FRAME
RACK POWER: 8 x 120VAC 20A CIRCUIT

RACK ID: C101-3
RACK DIMENSIONS / TYPE: 19” 44RU / OPEN FRAME
RACK POWER: 2 x 120VAC 20A CIRCUIT



GRUCom CO-LOCATION AGREEMENT

GAINESVILLE POLICE DEPARTMENT (GPD)

EXHIBIT “B” - TOWER SPACE DETAILS

ATTACHMENT LOCATION(S): Space provided at the **240** (approximate) and **215** (approximate) foot levels of the Tower sufficient for the placement and affixing of antennas and lines in accordance with County's needs, subject to the structural limitations of the Tower.

EQUIPMENT LISTING:

ELEVATION (FT)	QTY	COMPONENT	PART NUMBER	DESCRIPTION
240	3	ANTENNA	DQBMR12HB1	ANT 15.4 DB DUAL 806-869 MHZ .75 STD
240	3	CABLE	L3599	AVA6-50 CABLE 1-1/4"
215	1	ANTENNA	DQBMR10HB1	ANT 13.4. DB GAIN PEANUT 806-869 MHZ
215	1	CABLE	L3323	AVA5-50 7/8"
215	1	AMPLIFIER	DS428E83I01T	TTA, NON DIVERSITY, 796-824 MHZ REDUNDANT LNA, TEST PORT, BYPASS
215	1	CABLE	L1705	LDF4-50A CABLE 1/2"

GRUCom CO-LOCATION AGREEMENT

GAINESVILLE POLICE DEPARTMENT (GPD)

EXHIBIT “C” - MAKE READY DETAILS

MAKE READY: In consideration of the charges set forth in Section 26, GRUCom shall install the following amenities within the Building Space:

1. Closed Circuit Camera System
2. Wire Cage Fencing and Gate System
3. Proximity Card Access Control & Badge Reader System

GRUCom CO-LOCATION AGREEMENT

MILLHOPPER

THIS CO-LOCATION AGREEMENT (“Co-Location Agreement”) is made and entered into by and between **CITY OF GAINESVILLE d/b/a GRUCom**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is P.O. Box 147117, Gainesville, Florida, 32614-7117, hereinafter referred to as “GRUCom”, and **ALACHUA COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 12 SE 1st Street, Gainesville, Florida 32601, hereinafter referred to as “County.” Throughout this Co-Location Agreement, both GRUCom and County may be referred to individually as “Party” or collectively as “Parties.”

WHEREAS, the City of Gainesville and the County executed that certain INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND THE CITY OF GAINESVILLE FOR THE ACQUISITION OF THE TRUNKED RADIO SYSTEM dated JUNE 28, 2023 (the “TRS Acquisition Agreement”) which set forth the general terms regarding County’s acquisition of certain assets of a 800 megahertz Trunked Radio System (the “TRS System”), the component details of which are more specifically delineated in the INTERLOCAL AGREEMENT FOR PURCHASE AND SALE OF THE TRUNKED RADIO SYSTEM (the “TRS Purchase Agreement”); and

WHEREAS, upon the effective date of the TRS Purchase Agreement, certain portions of the TRS System were co-located upon a communications tower (“Tower”) and within a building (“Building”) which are owned by GRUCom (“GRUCom’s Property”) which are located at 4200 NW 53rd Avenue, GAINESVILLE, FL (collectively “Premises”); and,

WHEREAS, subject to the execution and closing of the TRS Purchase Agreement, County desires to continue to co-locate and operate the TRS System upon, between, and within, the Tower and Building for the purpose of providing public safety communications services; and

WHEREAS, the Parties desire to make provision for County’s continued use of Premises to support County’s ownership and operation of the TRS System subject to the execution of the TRS Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **Exclusive License to Co-Locate.** GRUCom hereby grants County an exclusive a license (“License”), subject to the terms and conditions of this Co-Location Agreement, for the collective use of conditioned space within the Building (“Building Space”) as further specified, described and illustrated in **Exhibit “A”**, and attachment space upon the Tower as further specified, described and illustrated in **Exhibit “B”**, (“Tower Space”), for the purpose of operating and maintaining the TRS System. County acknowledges that it has only been granted a License to access and occupy the Co-Location Space (as hereinafter defined) and that it has not been granted any real property interests in the Co-Location Space or Premises. The License is limited to the Co-Location Space and to the specific uses identified herein. GRUCom personnel shall have the right to access and be present in all areas of Premises at all times without limitation. Nothing in this section shall be deemed to limit or restrict GRUCom’s right to grant exclusive or non-exclusive licenses to third parties for use of any part of the Tower or Building that does not include use of the Co-Location Space.

2. **TRS System Equipment Load and Layout.** The Parties agree that the inventory, location, and layout details specified, described, and illustrated in the attached Exhibits represent the existing allowable design load of the TRS System at this site. Any TRS System changes proposed by County after the Effective Date of this Co-Location Agreement that would increase the dead load or wind load of the TRS equipment on the Tower or increase the rack space or power requirements identified in **Exhibit “A”**, shall constitute a Modification of the TRS, which shall be governed accordingly pursuant to other sections within this Co-Location Agreement.
3. **Rack Space.** The License includes the exclusive use of a designated area as Proposed C102 – Alachua County (“Rack Space”) within the Building Space, as further specified, described, and illustrated in **Exhibit “A”**, to house industry standard racks and equipment enclosures, computing equipment, telecommunications equipment, and radio transmission equipment, and includes the exclusive use of certain cable entrance ports through the wall of the Building for the purpose of interconnecting such equipment to County’s antennas on the Tower.
4. **Tower Space.** The License includes the exclusive use of attachment locations on the Tower, as further specified, described, and illustrated in **Exhibit “B”**, for the placement and affixing of antennas, and includes the exclusive use of designated vertical space upon the Tower for the placement and affixing of a cable riser system, and cables, up to the antennas, and includes the right to operate and maintain a horizontal line bridge system between the Building and the base of the Tower.
5. **Co-Location Space.** County’s combined Rack Space and Tower Space may be collectively described elsewhere herein as the “Co-Location Space”.
6. **Occupancy Rights.** Subject to the relocation provisions of section 12.3 and the Termination by Special Condition provisions of section 49, the County shall have the right, at County’s sole expense, to use and occupy the Co-Location Space only for the purpose of installing, operating, and maintaining, and repairing the TRS System, and to replace inoperable or malfunctioning components with the same like-for-like components.
7. **Operating Rights.** County shall have the right, as it relates to all existing components, to install, operate, and maintain, and repair all lines, connections, devices, and equipment necessary to operate the TRS System, and to replace inoperable or malfunctioning connections, devices, and equipment with the same like-for-like items. Any Modifications to the TRS System which County may propose from time to time shall require GRUCom’s prior written consent, which consent shall not be unreasonably withheld or delayed, and may also, at GRUCom’s option, require an amendment to this Co-Location Agreement and an adjustment to the rent.
8. **Access Rights.** GRUCom shall provide County with access to the Co-Location Space twenty-four hours per day, seven days per week, including ingress/egress between the Co-Location Space and the public right-of-way. As provided in Section 9, the County may authorize its employees, representatives, consultants and contractors to access the Co-Location Space. County shall not modify or impede the ingress/egress area, and County, in the exercise of the rights herein, shall not unreasonably interfere with the right of GRUCom, or any person having a right to use Premises, from their continued and future use of the ingress/egress area. Any agreement with a third party whereby third party is also granted access by or through the ingress/egress area will require the third party not to unreasonably interfere with the right of County to utilize the ingress/egress area. GRUCom will maintain the ingress/egress area such that County has access to the Co-Location Space; however, any damage to the ingress/egress area caused by County is to be repaired by County.

9. **Access Rules.** County shall strictly adhere to all GRUCom promulgated rules pertaining to access and occupancy of the Co-Location Space, including, but not limited to the following:

9.1. County shall notify GRUCom by telephone upon every entry and exit of the Co-Location Space pursuant to directions provided on relevant signage located at designated entry/exit points.

9.2. County will be provided with the combination or key to unlock the gate to the fenced area of the GRUCom Premises. County shall enter facility at all times through the locked gate. Upon entry, County must lock gate behind them. Upon exit, County shall ensure the gate is locked.

9.3. County shall enter the Building Space through an exterior door, as designated by GRUCom, which is controlled by a magnetic key card lock mechanism.

9.4. County shall provide GRUCom with the name, title, driver license number and phone number of a person designated as the authorized access control manager ("Access Manager"). GRUCom shall issue one (1) access key card to the Access Manager, subject to receipt of the first month's rent being paid-in-full.

9.5. The Access Manager will subsequently maintain control over the roster of other County employees, representatives, consultants and contractors for which County desires to grant access the Co-Location Space ("County's Access Roster"). Any changes to County's Access Roster are to be promptly reported to GRUCom.

9.6. Prior to being assigned any additional access key cards the Access Manager shall provide GRUCom with name, title, driver license number, and phone number of each person which the Access Manager desires to be added to County's Access Roster. Requests for additional access key cards may be limited by GRUCom not to exceed ten (10) total keys.

9.7. County agrees to be responsible for all access key cards in its possession and shall return any access key cards in the possession of any person, company, or vendor on County's Access Roster whose relationship with County is terminated.

9.8. County shall notify GRUCom immediately if any assigned access key card is lost or stolen. County may be subject to a fee of up to \$50.00 for each new replacement key card. The assessment of any such fee shall be at the sole discretion of GRUCom.

9.9. In no event shall County permit any third party who is not included on County's Access Roster to access the Co-Location Space unless that third party is escorted by a member of County's Access Roster, and County shall maintain such escorted access at all times while the third party is present at the Co-Location Space.

10. **Permitting and Compatible Use.** County will be responsible for obtaining all required permits to operate the TRS System. County agrees to make reasonable efforts to maintain the TRS System on the Premises in a manner which will aesthetically fit in with the surrounding area. To the extent that GRUCom reasonably determines that any work by County is not completed in a manner which meets with requirements of the neighborhood setting, then County will correct or redo such work.

11. **Operating Conditions and Limitations of the Building Space.**

11.1. Environmental conditions within the Building Space will be provided, controlled, and operated by GRUCom to provide adequate ventilation, heating, and cooling, consistent with

usual and customary industry practices, to meet the manufactures specifications for operation of the TRS System.

- 11.2. GRUCom will provide a clean agent fire suppression system in compliance with relevant industry and safety standards.
- 11.3. GRUCom will provide commercial electric utility service to the Building Space, including the power requirements of TRS System as set forth in **Exhibit "A"**.
- 11.4. GRUCom will provide an uninterruptible power supply system which shall be integrated into the Building Space power supply system(s) and sized accordingly to provide capacity sufficient to meet the operational requirements of the Building, including the power requirements of the TRS System as set forth in **Exhibit "A"**, in compliance with relevant industry standards.
- 11.5. GRUCom will provide an emergency backup power generator which shall be integrated into the Building Space power supply system(s) and sized accordingly to provide capacity sufficient to meet the operational requirements of the Building, including the power requirements of the TRS System as set forth in **Exhibit "A"**, in compliance with relevant industry standards.
- 11.6. GRUCom will engineer and install all Building Space power systems and cables.
- 11.7. GRUCom will use reasonable efforts to ensure that County's use of the Building Space will be free of interruption.
- 11.8. No restrooms or sanitary facilities are provided in the Building Space for County use.

12. Operating Conditions and Limitations of the Rack Space.

- 12.1. All decisions concerning location, installation, connectivity, operation, maintenance, and repair of the TRS System equipment within the Rack Space, including replacement of inoperable or malfunctioning components with the same, will be at the discretion of County, subject to the confines and capacity of the Rack Space.
- 12.2. GRUCom will provide County with electrical power in the Rack Space as set forth within **Exhibit "A"**. If County desires to locate additional TRS System equipment within the Rack Space which has power requirements exceeding those identified in **Exhibit "A"**, then County must obtain prior approval of GRUCom, and an amendment must be executed by the Parties. Any power requirements other than those specified within **Exhibit "A"** may be subject to additional charges to be determined by GRUCom.
- 12.3. Upon 180 days prior written notice or in the event of an emergency a reasonable amount of time under the emergency circumstance, GRUCom may require County to relocate from the Rack Space to different Rack Space located within the same Building Space; provided, however, the site of relocation shall afford comparable space, power, environmental conditions, and comparable accessibility. GRUCom shall be responsible for the cost of preparing any such designated replacement Rack Space for County's use; however, notwithstanding the foregoing, County shall be responsible for such preparation costs if said relocation is required due to (i) damage caused by County, or (ii) power requirements exceeding County's original allocation as set forth in **Exhibit "A"**, or (iii) expansion of County's service requirements. In any relocation

event, County shall be responsible for the cost and act of relocating the TRS System and property to the replacement Rack Space.

- 12.4. County shall surrender the Rack Space upon the expiration or termination of this Agreement in similar condition as received, subject to normal wear and tear.

13. Inspection and Proper Use of Co-Location Space.

- 13.1. GRUCom shall, at all times, reserve the right to inspect the Co-Location Space in order to maintain and ensure the safe, lawful operation of the GRUCom Premises, and to monitor and enforce County's compliance with the provisions of this Co-Location Agreement.

- 13.2. County shall be solely responsible for the proper maintenance, repair and operation of the TRS System, including without limitation any maintenance or repair that GRUCom determines is necessary to eliminate any unlawful, unsafe, or noncompliant conditions. If County fails to maintain, repair or operate the TRS System in a lawful, safe or compliant manner, then GRUCom may, after following the notice and opportunity to cure provisions of Section 40, may undertake or arrange for the required maintenance and/or repair. County shall reimburse GRUCom for all direct costs and expenses relating to such maintenance and/or repair.

- 13.3. Any signage County wishes to place in the Co-Location Space shall be subject to GRUCom's prior written approval.

14. **Tower Improvements.** If the County proposes any changes to the TRS System, as it may propose to do from time to time, the County shall provide written certification to GRUCom as to whether the proposed changes constitute a Modification of the TRS. In the event that the changes constitute a Modification of the TRS, the County shall be responsible for performing a structural analysis to determine if the Tower requires improvement to accommodate said Modifications and shall provide said analysis to GRUCom. Prior to any construction activities taking place on the Tower, County shall submit a proposed scope of work to GRUCom for pre-approval. Upon the completion of such review and pre-approval by GRUCom, County shall order, and provide to GRUCom, a set of construction drawings and a certified structural engineering analysis, both which must be produced by a licensed professional. GRUCom shall review the structural engineering and construction plans for final approval. Such proposed work may necessitate an amendment to this Co-Location Agreement if the County's proposed Modifications require additional Tower space. Upon satisfactory receipt of all required submittals, GRUCom shall provide County with authorization to proceed. County shall cause any such resulting work to be performed free of liens, in a good and workmanlike manner, and in compliance with all applicable standard, laws, and ordinances. County shall be responsible for correcting any work not constructed in accordance with any approved plans. All such reviews, approvals, or amendments, as required by GRUCom herein, shall not be unreasonably withheld or delayed by GRUCom.

15. **Tower Replacement.** GRUCom may decide to have a new tower constructed on the site at any time and to remove the existing Tower. In such an event, GRUCom has the right, on one hundred eighty (180) days' written notice to require County to vacate the existing Tower and relocate its operations to the new tower, such that the existing Tower may be disassembled and removed. County shall relocate its equipment to the new tower at the same height as it is located on the existing tower and GRUCom shall reimburse the County's reasonable cost of said relocation. In the event that GRUCom determines, for whatever reason, that attachment locations of the same height are not available on the new tower, then GRUCom and County will cooperate to identify another height as close to the original height as reasonably possible, which will allow County to have equivalent signal coverage

area. County will also be assigned a new horizontal line bridge system, if necessary, between the Building and the base of the new tower. County will be responsible for obtaining all approvals and permits required completing the transfer of the TRS System to the new tower and GRUCom agrees to fully cooperate with the County's efforts to obtain said approvals and permits. GRUCom will work closely with County to minimize the length of any outage but County agrees not to hold GRUCom, or any third party having a right to utilize the new tower, responsible for any delays or costs incurred by County in transferring its equipment to the new tower unless the outage period is longer than seven (7) calendar days. If the outage period is longer than seven (7) calendar days, County shall be entitled to a rent abatement for the full period of the outage. During any such relocation period, County shall be permitted, at no additional rent to County, to place a temporary transmitter on the Premises which will allow County to have substantially the same signal coverage area. The terms and conditions in this Co-Location Agreement shall remain in full force and effect with regard to County's use of the new tower and County will continue to be responsible for any required modifications or improvements to the new tower, and all references herein to "Tower" or "Tower Space" shall thenceforth apply to the new tower.

16. **Building Improvements.** Unless otherwise agreed upon separately in writing between the Parties, County shall have no rights to make any improvements to the Building.
17. **Premises Improvements.** Unless otherwise agreed upon separately in writing between the Parties, County shall have no rights to make any improvements to the GRUCom Premises.
18. **Ownership of Improvements.** Any structural modifications or improvements which are made to the Building, Tower, or Premises to accommodate County's operation and maintenance of the TRS System, shall automatically become the property of GRUCom upon termination of this Co-Location Agreement, without the necessity for any separately documented bill of sale; however, all personal property placed upon the Co-Location Space by County, such as, but not limited to County's equipment, equipment racks, cables, wires, lines, line bridges, attachments, hardware, supports, brackets and all related non-structural appurtenances, shall remain the sole and exclusive property of County, and must be removed upon the termination of this Co-Location Agreement.
19. **Maintenance of Facilities.** GRUCom shall, at GRUCom's sole cost and expense, keep the Tower and Building in good condition and repair, and include the Tower and Building in a regular regime of inspection and maintenance through the term of the Co-Location Agreement. Any breach of any GRUCom's duties under this Section 19 shall constitute a Default under the Co-Location Agreement and shall entitle the County to exercise any and all remedies provided in the Co-Location Agreement, or otherwise permitted by law. If GRUCom fails to maintain the Tower and/or Building in good condition and repair, the County may, after following the notice and opportunity to cure provisions of Section 40, enter the property and perform such repairs necessary to return the Towers and Buildings to good condition and repair. Any expenditure by the County to maintain the Tower and Building in good condition and repair shall be deducted from the rents owed by the County. County shall be solely responsible for all necessary repairs and maintenance of its personal property located in the Co-Location Space.
20. **Use of Contractors and Subcontractors.** County's use of contractors and subcontractors is permissible with the prior written consent of the GRUCom, which consent shall not be unreasonably withheld or delayed. County's use of any contractor or subcontractor shall be deemed approved if GRUCom does not object in writing within 72 hours of receipt of County's written submission of such contractor or subcontractor to GRUCom. Any contractors or subcontractors employed by County shall be required to meet the indemnification and insurance requirements of GRUCom prior to the commencement of any work at the site. At the completion of the work, County shall ensure that

all contractors and subcontractors remove materials, debris and rubbish from the work site and restore to original condition all property not designated for alteration by the construction or maintenance work. County shall pay all contractors, subcontractors, and material men in timely fashion.

21. **Tower Space Construction and Normal Maintenance Work Hours.** County shall have access to its personal property upon the Tower Space at all times and shall have quiet and peaceful enjoyment of the Tower Space as long as County is not in default hereunder. However, County agrees to make every effort to minimize disruption to the surrounding area. Construction and maintenance work upon the Tower Space will be restricted to the hours of 7:00 A.M. to 5:30 P.M., Monday through Friday, excluding legal holidays. County will notify GRUCom's representative at least forty-eight (48) hours in advance of any planned work requiring County to ascend the Tower.
22. **Rack Space Construction and Normal Maintenance Work Hours.** County shall have access to its personal property in the Rack Space at all times and shall have quiet and peaceful enjoyment of the Rack Space as long as County is not in default hereunder. However, County agrees to make every effort to minimize disruption to the Building Space. Construction and normal operations and maintenance work within the Rack Space may be performed by County twenty-four hours per day, seven days per week, subject to any other limitations set forth herein.
23. **Emergency Maintenance.** County shall have access to the Co-Location Space at all hours to conduct emergency maintenance. County may use non-preapproved contractors or subcontractors to conduct such emergency maintenance. However, in the event that GRUCom has not furnished approval of County's contractor or subcontractor, County shall assume full responsibility for all actions of such unapproved person or firm. County shall notify GRUCom, in the manner requested by the GRUCom and as soon as reasonably practicable, regarding emergency maintenance activities at the site.
24. **Term.** The Initial Term of this Co-Location Agreement shall commence upon the closing of the TRS Purchase Agreement (the "Effective Date") and remain in effect for a period of **five (5) years** ("Initial Term"). The Co-Location Agreement will automatically renew for **two (2) additional term periods of five (5) years each** (each an "Extension Period") upon the same terms and conditions unless County notifies GRUCom in writing of County's intention not to renew this Co-Location Agreement at least **sixty (60) days** prior to the expiration of the Initial Term or then existing Extension Period. Upon the expiration of the final Extension Period, unless otherwise terminated in advance by either Party, the Co-Location Agreement shall continue in effect on a **Year-to-Year Basis (Automatic Annual Renewal)** upon the same terms and conditions set forth herein unless terminated by either County or GRUCom with **sixty (60) days** prior written notice. All references in this Co-Location Agreement to the "term" of this Co-Location Agreement shall be deemed to include the Initial Term hereof and any and all Extension Periods thereof pursuant to this Section,
25. **Termination.** All of County's rights to access and occupy the Co-Location Space shall cease upon termination of this Agreement and County's deadline to vacate the Co-Location Space shall coincide with any such termination date of the Co-Location Agreement. County shall remove its personal property from the Co-Location Space and return the Co-Location Space to substantially the same condition as it was at the commencement of County's occupancy, excepting permanent structural modifications or improvements, and normal wear and tear.
26. **Make-Ready Charge.** County shall pay to GRUCom a non-recurring charge in the amount of \$12,675 for the cost of preparing the Co-Location Space, as set forth within **Exhibit "C"**, for use by County. GRUCom will issue an invoice to County upon completion of the work and shall be paid by County in accordance with the provisions of §218, Part VII, Florida Statutes. (Local Government Prompt Pay Act).

27. **Initial Rent.** The covenants contained herein are made for, and in consideration of, a monthly rental amount that County shall pay to GRUCom. Such rent shall be due and payable monthly in advance in the amount of **\$4,879.03** per month, plus any applicable taxes. This Initial Term Rent rate shall be used as the basis for the computation of the annual Adjusted Rent. The first monthly Initial Term Rent payment shall be due and payable on the first day of the first full month following the effective date of the TRS Acquisition Agreement. All subsequent Initial Term Rent payments shall be due and payable monthly thereafter, in advance, on the 1st day of every month for the duration of this Co-Location Agreement term. Rent is due and payable without a requirement that it be billed by GRUCom. The provisions of this subsection shall survive the termination or expiration of this Co-Location Agreement.
28. **Automatic Annual Rent Adjustments (“Adjusted Rent”).** The Initial Term Rent shall not be increased during the Initial Term of this Co-Location Agreement. Thereafter, during any Extension Terms rent may be increased by three percent (3%) on the first day of every October, beginning and continuing every October 1 thereafter for the duration of the Co-Location Agreement. The annual rent adjustments shall occur automatically without any requirement to provide any further notice.
29. **Additional Equipment and Additional Rent.** The Initial Rent amount is based upon the space, location, and physical configuration of the TRS System at the time of, and pursuant to, the TRS Acquisition Agreement. County shall have the option to modify the TRS System from time to time, subject to the capacity limitations of the Co-Location Space. The Modification of any equipment located in the Co-Location Space shall require the advance written approval of the GRUCom, which will not be unreasonably withheld; however, no Modifications shall take place until County provides professional design plans and associated certified structural engineering analyses of the proposed Modifications. All costs related to any such design, analysis, or Modifications initiated by County are to be born solely by County. Any Modification initiated by County which necessitates the use of additional access, space, area, or power may subject County to additional rent charges. Any such additional rent charges shall be memorialized in an amendment to this Co-Location Agreement, if applicable.
30. **Additional Services and Additional Charges.** Interconnection and telecommunications services at the Co-Location Space are available only from GRUCom, and such additional services shall be contracted for between the Parties under separate agreement(s). Except for the provisioning of standard interconnection and telecommunications services, GRUCom shall have no interest or obligation hereunder with regard to providing any intellectual, labor, or operational support to the TRS System beyond the obligations specifically contained herein (or as may be provided for in the TRS Acquisition Agreement). Any request by County for GRUCom to assist with any inspection, demonstration, testing, analysis, construction, installation, or maintenance of the TRS System (and County’s associated equipment) may subject County to additional charges. Additionally, if County notifies GRUCom regarding trouble associated with any GRUCom services provided to County, and the trouble is ultimately determined to be caused by County, then County may be subject to additional charges.
31. **Fitness for Use.** GRUCom represents and warrants to the County that the Co-Location Space is fit for purpose to support and operate the TRS System. GRUCom warrants to the County that the TRS System was installed, housed, maintained, and operated in accordance with all applicable manufacturers’ specifications and applicable industry standards, and that the TRS System is in good working condition as of the effective date of this agreement. GRUCom further warrants to County that the City owned towers upon which the TRS is attached is structurally sound and fit for the particular purpose of supporting and operating the TRS and complying with all applicable

manufacturers' specifications. The City shall be responsible for any modifications to the towers or buildings that are required, if any, to satisfy the City's warranties under this subsection. The warranties provided in this section are material terms of this Co-Location Agreement. The warranties set forth in this section shall continue until the County Modifies the TRS; however, such termination shall not effect, reduce or otherwise relieve the City's maintenance and repair obligations as set forth in Section 19. County shall have the right, at its sole expense, to have the Co-Location Space inspected, analyzed, and surveyed, and to have soil borings and analysis tests run, and to have an environmental audit of the Co-Location Space performed by an environmental consulting firm for its use in making such determination. In addition, future communications equipment to be mounted on the Tower must be evaluated by an independent engineering consultant, at County's expense, for purposes of determining that the loading capacity of the Tower will not be exceeded.

32. Representations, Warranties and Covenants Concerning the Use of Hazardous Substances/Periodic Notice.

32.1. GRUCom's Representation and Warranty. GRUCom represents and warrants that the Co-Location Space is free of hazardous substances as of the date of this Co-Location Agreement, and, to the best of GRUCom's knowledge, the Co-Location Space has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. GRUCom shall comply with Applicable Law (as defined below) with respect to any activity conducted by GRUCom in or on the Co-Location Space.

32.2. Hazardous Substances. No spill, deposit, emission, leakage, or other release of Hazardous Substances (as defined below) on the Premises or the soil, surface water or groundwater thereof by County is allowed for the period of the County's occupancy. County shall be responsible to promptly notice GRUCom and completely clean up any such release caused by County, its officers and employees, agents, contractors, and invitees as shall occur on the Premises during the County's occupancy and shall surrender the Premises free of any contamination or other damage caused by County during the County's occupancy. In the event County becomes aware of any Hazardous Substances at the Co-Location Space, that, in County's and GRUCom's collective evaluation and determination, renders the condition of the Co-Location Space unsuitable for County's use, County shall promptly notify GRUCom of the Hazardous Substances and County will have the right, in addition to any other rights it may have at law or in equity, to terminate this Co-Location Agreement upon written notice to GRUCom.

32.3. Maintenance of Premises. County shall, at its sole cost and expense, keep, use and operate the Co-Location Space at all times in compliance with applicable federal, state and local laws, rules, regulations and ordinances ("Applicable Law") as defined below, including laws addressing environmental compliance, worker health and safety and statutory insurance requirements, and including but not limited to obtaining any required environmental permits, licenses, registrations or approvals necessary for County to conduct operations at the Co-Location Space. The County warrants that it has secured all environmental permits, licenses, registrations or approvals that are required to operate and maintain the TRS System and shall maintain the Co-Location Space in a clean and sanitary condition. The County shall promptly respond to and clean up any release or threatened release of any Hazardous Substances caused by County into the drainage systems, soil, surface water, groundwater, or atmosphere, in a safe manner, in strict accordance with Applicable Law, and as authorized or approved by all federal, state and/or local agencies having authority to regulate the permitting, handling, treatment, storage, disposal, remedial, removal actions and cleanup of Hazardous Substances.

32.4. Entry by GRUCom.

32.4.1. County shall permit GRUCom and its agents to enter into and upon the Co-Location Space without prior notice, at all reasonable times for the purposes of inspecting the Co-Location Space and all activities thereon, including activities involving Hazardous Substances or for the purposes of maintaining any facilities or equipment in the Co-Location Space. Such right of entry and inspection shall not constitute managerial or operational control by GRUCom over activities or operations conducted at the Co-Location Space by County. GRUCom and County agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Co-Location Space. County shall not be responsible for any costs, claims or liabilities to the extent attributable to the inaccuracy of any information in this Section or any GRUCom acts or omissions.

32.4.2. In the event that County receives any notice of or causes any material event involving the spill, release, leak, seepage, discharge or clean-up of any Hazardous Substance in the Co-Location Space, County shall notify GRUCom orally within twenty-four (24) hours and in writing within three (3) business days of County becoming aware of such material event. GRUCom shall have the right but not the obligation to enter onto the Co-Location Space or take such other action as it shall deem necessary or advisable to clean up, respond to, remove, resolve or minimize the impact of, or otherwise deal with any such Hazardous Substance or environmental complaint following receipt of any notice from County or from any person or entity having jurisdiction asserting the existence of any Hazardous Substance or an environmental complaint pertaining to the Co-Location Space or any part thereof, which if true, could result in an order, suit or other reasonable action against GRUCom. If County is unable to resolve such action in a manner which results in no liability on the part of the GRUCom, all reasonable costs and expenses incurred by the GRUCom in exercise of any such rights shall be secured by this Co-Location Agreement and shall be payable by County upon demand.

32.5. County's Indemnity and Release.

32.5.1. With respect to releases or threatened releases, or use of any Hazardous Substance(s) caused by County during the County's occupancy, within the limits prescribed by law and without waiving sovereign immunity, County shall indemnify, defend and hold harmless GRUCom from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, costs or expenses, including interest and reasonable attorneys' fees (including cost of defense, direct and on appeal, settlement and reasonable attorneys' fees for attorneys of GRUCom's choice) incurred by, claimed or assessed against GRUCom under any Applicable Law, without limitation, and any and all statutes, laws, ordinances, codes, rules, regulations, orders or decrees regulating with respect to or imposing liability, including strict liability or other standards of contact concerning any Hazardous Substance, by any person or entity or governmental department or agency for, with respect to or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Co-Location Space of any Hazardous Substance, which is in any way connected with injury to any person or damage to any property or loss to the GRUCom occasioned in any way by the use or presence of Hazardous Substances caused by (1) County's breach of any term or provision of this Section or (2) the negligent or intentional

activities of the County during or after the County's occupancy of the Co-Location Space. County shall not be responsible for any costs, claims, liabilities, or losses to the extent attributable to any GRUCom acts or omissions.

32.5.2. This indemnity specifically includes the direct obligation of County to perform, at its sole cost and expense, any remedial, assessment, removal or other activities required, ordered, recommended or requested by any agency or governmental official or third party or otherwise necessary to avoid or minimize injury or liability to any person or to prevent the spread of pollution, caused by County (hereinafter, the "Remedial Work"). County shall perform all such work in its own name in accordance with Applicable Laws. County shall not be obligated to perform any Remedial Work if such Remedial Work is rendered necessary due to the negligent or intentional activities of GRUCom.

32.5.3. Without waiving its rights hereunder, GRUCom may, at its option, upon reasonable notice to County, perform such Remedial Work as described above, and thereafter seek reimbursement for those costs thereof from County. County shall permit GRUCom access to the Co-Location Space to perform such Remedial Work.

32.5.4. Whenever GRUCom has incurred costs that is a fault or caused by County, County shall within thirty (30) days of receipt of written notice thereof, reimburse GRUCom for all expenses together with interest from the date of expenditure at the "applicable federal rate" established by the Internal Revenue Service.

32.6. **Agency or Third-Party Action.** Without limiting its obligations under any other paragraph of this Section, County shall be solely and completely responsible for responding to and complying with any administrative notice, order, request or demand or any third-party claim or demand relating to potential or actual contamination on the Premises caused by County. The responsibility conferred under this paragraph includes, but is not limited to, upon written demand and approval of GRUCom responding to such orders on behalf of GRUCom and defending against any assertion of GRUCom's financial responsibility or individual duty to perform such orders. County shall assume any liabilities, duties, or responsibilities which are assessed against GRUCom in any action described in this Section.

32.7. **Breach.** Any breach of any warranty, representation or condition contained in this Section shall constitute a Default under the Co-Location Agreement and shall entitle the non-defaulting Party to exercise any and all remedies provided in the Co-Location Agreement, or otherwise permitted by law.

32.8. **Survivability of Terms.** The terms and conditions of Section 32 shall survive the termination of this Co-Location Agreement.

32.9. **Definitions.**

32.9.1. Hazardous Substance(s). Hazardous substance shall be construed broadly to include any toxic or hazardous substance, material or waste, and any other contaminant, pollutant or constituent thereof, whether liquid, solid, semi-solid, sludge and/or gaseous, including without limitation chemicals, compounds, asbestos, asbestos-containing materials or other similar substances or materials which are regulated by or pursuant to any federal, state or local laws, rules or regulations, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), 42 USC §9601, et.

seq., hereinafter collectively, "CERCLA"; the Solid Waste Disposal Act, as amended by the Resource Conservation Recovery Act of 1976 ("RCRA") and subsequent hazardous and solid waste amendments of 1984, also known as the 1984 RCRA Amendments, 42 USC §6901, et. seq.; the Hazardous Material Transportation Act, 49 USC §1801, et. seq.; the Clean Water Act, as amended, 33 USC §1301, et. seq.; the Clean Air Act, as amended, 42 USC §§7401 to 7642; the Toxic Substance Control Act, as amended, 15 USC §2601, et. seq.; the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), as amended, 7 USC §§136 - 136Y; the Emergency Planning and Community Right-to-Know Act of 1986 ("EPCRA"), as amended, 42 USC §11001, et. seq., (Title III of SARA); the Occupational Safety and Health Act of 1970 ("OSHA"), as amended, 29 USC §651, et. seq.; and any similar state statute, including without limitation, Chapters 252, 255, 376, 403, 442, 455 and 553, Florida Statutes, or any rules or regulations implementing such Statutes or which have been or shall be determined at any time by any agency or the court to be a hazardous or toxic substance regulated under any other Applicable Law; or any substance or material that is or becomes regulated by any federal, state or local government authority.

32.9.2. Applicable Law(s). Applicable Law(s) shall include but not be limited to the following: CERCLA, RCRA, the Clean Water Act, the Hazardous Materials Transportation Act, the Clean Air Act, the Toxic Substance Control Act, FIFRA, EPCRA, Title III of SARA, OSHA, and any similar state statute, including without limitation, Chapters 252, 255, 376, 403, 442, 455 and 453, Florida Statutes, as amended, and the regulations promulgated there under, any state or local "Superfund" or "Superlien" laws, and any other federal, state and/or local laws, rules or regulations, whether currently in existence or hereinafter enacted or promulgated that govern or relate to the following: (i) the existence, clean up and/or assessment or remediation of contamination on property; (ii) the protection of the environment from spilled, released, deposited or otherwise disposed of contamination; (iii) the control of hazardous or toxic substances or waste; or (iv) the use, generation, storage, discharge, transportation, treatment, recovery, removal or disposal of hazardous or toxic substances or waste including building materials such as asbestos and including dishwashing materials and food disposal procedures.

33. Aviation Hazard Marking. GRUCom shall, at GRUCom's sole cost and expense, be responsible for complying at all times with the Tower marking, lighting, recording and notification requirements of the Federal Communications Commission (FCC) and the Federal Aviation Administration (FAA).

34. Taxes and Fees. County shall be solely responsible for, and pay promptly when due, any tangible personal property taxes levied against County's property and any other taxes or fees applicable to County's property whether levied by federal, state, or local authority. In the event that GRUCom is required to pay taxes, real or personal, on the property, due in whole or in part to County's operations, then County shall reimburse GRUCom within thirty (30) calendar days for its pro-rata share of said taxes based on receipt of sufficient documentation from GRUCom indicating the amount of taxes paid and the calculation of County's pro-rata share.

35. Compliance with Laws. County and GRUCom shall comply with all federal, state, or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agencies having jurisdiction over the Premises and County's operations thereupon.

36. Complaint Resolution. The Parties acknowledge that complaints may from time to time be lodged with regulatory bodies related to the co-location of County's property at the Co-Location Space. County shall promptly assist in diligently pursuing a satisfactory resolution of complaints lodged and

appear as necessary before the appropriate regulatory body in order to present and defend the positions of the Parties as related to such complaint.

- 37. Liability.** Each Party fully retains all sovereign immunity protections afforded to it as a municipal corporation of the State of Florida and as a charter county and a political subdivision of the State of Florida, respectively. Without in any way waiving, limiting, or restricting any defenses of sovereign immunity, each party shall be solely responsible for its own negligent acts or omissions, as well as those of its own employees. This Agreement is not intended, and shall not be interpreted to constitute, a waiver of sovereign immunity, an authorization of claims by third parties, a waiver of the limits of liability as established by §768.28, Florida Statutes, or to waive any other provision of §768.28, Florida Statutes.

38. Insurance.

- 38.1.** For the duration of this Co-Location Agreement, County shall continuously maintain in full force and effect comprehensive commercial liability insurance with general aggregate limits of not less than One Million Dollars (\$1,000,000) and automobile liability insurance with not less than Five Hundred Thousand Dollars (\$500,000) combined single limit, covering liabilities arising out of or in connection with County's work and operations upon Premises. County shall provide a certificate of insurance to GRUCom showing the limits of County's coverage. Upon receipt of notice from its insurer, County shall use its best efforts to provide GRUCom with thirty (30) days' prior written notice of cancellation.

- 38.2.** Notwithstanding the foregoing, County shall have the right to self-insure the coverages. County represents that it is currently self-funded for liability in accordance with §768.28, Florida Statutes. County hereby assumes responsibility for, and hereby agrees to indemnify and hold GRUCom harmless from and against any and all liability, claims, or damages imposed on GRUCom up to the monetary limits provided in 768.28, Florida Statutes, arising out of or in connection with negligent acts, omissions, or misconduct of the County and its agents or employees relating to the responsibilities of the County under this Agreement. County agrees to maintain insurance coverage, either through self-insurance or commercial policy.

- 38.2.1.** GRUCom hereby assumes responsibility for, and hereby agrees to indemnify and hold County harmless from and against any and all liability, claims, or damages imposed on County up to the monetary limits provided in 768.28, Florida Statutes, arising out of or in connection with negligent acts, omissions, or misconduct of GRUCom and its agents or employees relating to the responsibilities of GRUCom under this Agreement.

- 38.3.** The Parties agree to cooperate with each other in the defense of any third-party claim, demand, lawsuit, or the like related to this Co-Location Agreement.

- 39. Monetary Default.** County shall be in Monetary Default of this Co-Location Agreement if County fails to make a payment of rent when due and such failure continues for thirty (30) days after GRUCom notifies County in writing of such Monetary Default. At the conclusion of this thirty (30) day period, if payment has not been received, GRUCom may terminate this Co-Location Agreement after providing an additional ten (10) day notice to County of such uncured Monetary Default.

- 40. Default.** If GRUCom or County fails to comply with any material provision of this Co-Location Agreement which the other Party claims to be a Default hereof, the Party making such claim shall serve written notice of such Default upon the defaulting Party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting Party shall undertake and diligently

pursue a cure of Default. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting Party demonstrates a good faith showing that efforts toward a cure are continuing. At the conclusion of the grace period, if the Default has not been cured, the Party making the claim may terminate this Co-Location Agreement any/or and all other rights available to it under law and equity after providing an additional ten (10) day notice to the defaulting Party of such uncured Default. Remedies available to the Parties include, but are not limited to, compensatory damages including actual consequential damages to cover any loss incurred by the default.

41. **Attorney Fees and Expenses.** In the event of any litigation arising under this Co-Location Agreement, each party shall be responsible for their own legal fees, expenses and/or costs related to this Co-Location Agreement.
42. **Non-Interference.** The City represents and warrants that as of the Effective Date of this Co-Location Agreement, the TRS System does not measurably interfere with the reception or transmission of previously installed equipment. In the event the TRS System malfunctions in a manner that causes measurable interference with reception or transmission of previously installed equipment for a pre-existing use, upon written notice from the GRUCom, County shall make such corrections and adjustments as are required to eliminate the interference as soon as is reasonably possible. Any cost of protective equipment must be paid by County. Upon expiration or termination of this Co-Location Agreement, County has the right to consider the protective equipment part of its original system and may remove such equipment upon vacating the Co-Location Space. GRUCom will not install equipment on the GRUCom's Tower or enter into an agreement with any third party where equipment to be installed at the Premises by the third party is known to interfere with the reception or transmission of then existing equipment of County. Any agreement with a third party for the installation and operation of communication equipment at the Premises will contain which will require the third party to immediately cease operation of and correct any problem which is causing interference with County's previously installed equipment. The Parties acknowledge that there may not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.
43. **Title, Access, and Authority.** GRUCom covenants and warrants to County that GRUCom presently owns the fee simple interest in and to the Premises; that the Premises are served by legal access from a public way; that GRUCom is duly authorized and empowered to enter into this Co-Location Agreement; and that the person executing this Co-Location Agreement on behalf of the GRUCom warrants himself to be duly authorized to bind GRUCom hereto.
44. **Assignment of Co-Location Agreement.** County's rights and interests hereunder may not be sold, transferred, assigned, pledged, or hypothecated, without the prior written approval of GRUCom, except as to a successor of County's operations and/or assets by reason of a sale, merger, consolidation, foreclosure, legal reorganization, regulatory mandate, or government restructuring, where substantially all of County's operations and/or assets are acquired by such a successor. The terms and provisions of this Co-Location Agreement and the respective rights and obligations hereunder of each Party shall be binding upon, and inure to the benefit of, such a successor.
45. **Subordination.** County shall, upon request of GRUCom, subordinate this Co-Location Agreement to any mortgage trust deed which may hereafter be placed on the Premises, provided such mortgagee or trustee there under shall inure to County the right to occupy the Co-Location Space and other rights granted to County herein so long as County is not in Default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to County. Further, GRUCom agrees to

promptly have any mortgage or trustee which has a mortgage or trust deed currently placed on the Premises execute a non-disturbance agreement in a form reasonably satisfactory to County.

- 46. Third Party Agreements.** In the event that GRUCom enters into similar agreements with third parties for use of the Premises, County agrees to comply with all reasonable requests by GRUCom necessary to facilitate such similar agreements. Upon written request from GRUCom giving County sixty (60) days' notice, and where County's service is not unreasonably disrupted and where County's service area is not diminished, County will move any communications equipment that interferes with the installation of third parties equipment. Where such move is requested, GRUCom will compensate County for the cost incurred by County in complying with such request. County also agrees to provide any frequency and other operating information, as which may be needed by GRUCom or the third party to obtain regulatory or administrative approvals for the co-location and operation of the third party's property on the Premises.
- 47. Notices.** Any notice, demand or communication which GRUCom or County shall desire or be required to give pursuant to the provisions of this Co-Location Agreement shall be sent by registered or certified mail to:

If to GRUCom:

Gainesville Regional Utilities
Attention: GRUCom Legal Notice
301 SE 4th Avenue
Gainesville, FL 32601

If to County:

Chief
Alachua County Fire Rescue
911 SE 5th Street
Gainesville, Florida 32601

The giving of any such notices shall be deemed complete upon mailing in a United States Post Office with postage charges prepaid, addressed to the Party named herein to be given such notice at its address as set forth in this Co-Location Agreement or to such other address as such Party may heretofore have designated in writing.

- 48. Contingencies.** County shall have the right to cancel this Co-Location Agreement if County's technical reports fail to establish to County's satisfaction that the Co-Location Space is capable of being suitably engineered to accomplish County's intended use of the Co-Location Space; if County's title insurer determines that GRUCom does not own good and clear marketable title to the land underlying the Co-Location Space; or if such title has encumbrances and restrictions which would interfere with County's intended use of the Co-Location Space.
- 49. Termination by Special Condition.** Beyond the contingency cancellation allowances provided elsewhere herein, both Parties shall be relieved of their respective obligations hereunder under any of the following special conditions, except that the GRUCom shall remit to the County, within 30 calendar days after said termination date, a prorated refund of the current month's rent:
- 49.1. Subject to TRS Purchase Agreement.** This Co-Location Agreement shall not become effective until the TRS Purchase Agreement is approved by the Parties, executed, and closed. If the TRS Purchase Agreement is subsequently rendered unlawful or invalid then this Co-Location

Agreement shall also be concurrently terminated and, in addition to prorated rent, the City shall also remit to the County a prorated refund of the Make-Ready Charge in an amount equal to the depreciated value of the Make-Ready Charge using the straight-line method of depreciation, based on a 5-year useful life and no salvage value for the Make-Ready Charge improvements. In any such event the rights granted to County in this Co-Location Agreement shall cease simultaneously and both Parties shall be released from their performance obligations herein.

49.2. Withdrawal. Except for within the Initial Term, GRUCom shall have the right to terminate this Co-Location Agreement by giving one hundred eighty (180) days written notice to County in the event that GRUCom decides for safety, or regulatory or operational reasons to abandon or remove the Co-Location Space.

49.3. Destruction. If the Co-Location Space is condemned, destroyed, or substantially impaired by fire, lightning, earthquake, hurricane, or other such Force Majeure event beyond the control of GRUCom, then this Co-Location Agreement may immediately be terminated by GRUCom or the County.

49.4. Lawful Use. County's right to use the Co-Location Space is subject and subordinate to all lawful restrictions, covenants, and encumbrances, if any, to which GRUCom, its successors, or assigns may be subject. GRUCom may terminate this Co-Location Agreement at any time if GRUCom is required by a state, local, or federal regulatory agency to remove the Co-Location Space or by any court to cease operations on the Premises. In any such event the rights granted to County in this Co-Location Agreement shall cease simultaneously with the cessation of GRUCom's rights with neither party having any further obligations to the other party beyond the payment of accrued charges or other obligations accrued through the date of cessation.

49.5. Suitability. County shall have the right to terminate this Co-Location Agreement if County determines that the Co-Location Space is not structurally, mechanically, or electrically suitable for operating the TRS System in accordance with the TRS System manufacturer's operating specifications. In such an event, County shall provide GRUCom with written notice, including documentation from the manufacturer, as to the specific operating deficiency. Upon receipt of such written notice, GRUCom shall be provided a forty-five (45) grace period to undertake and diligently pursue a cure of the operating deficiency. Such grace period shall automatically be extended for an additional forty-five (45) days, provided GRUCom demonstrates a good faith showing that efforts toward a cure are continuing. At the conclusion of the grace period, if the operating deficiency has not been cured, County may vacate the Co-Location Space and this Co-Location Agreement shall simultaneously be terminated upon the date when County removes its personal property from the Co-Location Space and returns the Co-Location Space to substantially the same condition as it was at the commencement of County's occupancy, excepting permanent structural modifications or improvements, and normal wear and tear.

50. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THIS AGREEMENT APPLIES ONLY TO THE CO-LOCATION SERVICES PROVIDED TO COUNTY AND SHALL NOT APPLY TO ANY OFFERING BY COUNTY OF SERVICES TO COUNTY'S CUSTOMERS OR COUNTY'S END-USERS. EXCEPT AS SPECIFICALLY PROVIDED IN THIS CO-LOCATION AGREEMENT, IN NO EVENT SHALL GRUCom OR THE COUNTY BE LIABLE TO ANY THIRD PARTY, PERSON, FIRM OR ENTITY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS OR LOSS OF REVENUES OF ANY KIND OR

NATURE WHATSOEVER, ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CO-LOCATION AGREEMENT OR THE CO-LOCATION OF THE EQUIPMENT AT OR IN THE CO-LOCATION SPACE OR PREMISES.

- 51. Force Majeure.** In case either Party hereto should be delayed or prevented from performing or carrying out any of the agreements, covenants, and obligations made by and imposed upon said Party by this Co-Location Agreement, by reason of Force Majeure, then in such case or cases, both Parties shall be relieved of performance under this Co-Location Agreement except for the obligation to pay for services already received under this Co-Location Agreement and GRUCom shall remit a prorated refund to the County for the current month's rent payment, and shall not be liable to the other Party for or on account of any loss, damage, injury, or expense resulting from or arising out of such delay or prevention; provided, however, that the Party suffering such delay or prevention shall use due and practicable diligence to remove the cause or causes thereof; and provided further, that neither Party shall be required by the foregoing provisions to settle a strike except when, according to its own best judgment, such a settlement seems advisable. The term Force Majeure shall be any cause not reasonably within the control of the Party claiming Force Majeure, and not attributable to such Party's neglect, including, but not limited to, the following: strikes, stoppages in labor, failures of contractors or suppliers of materials, unavailability of a fuel or resource used in connection with the generation of electricity, riots, fires, named storms, floods, ice, invasions, civil wars, commotion, insurrections, military or usurped power, order of any court granted in any bona fide adverse legal proceedings or action, order of any civil or military authority, explosion, act of God or the public enemies, breakage or accident to machinery, transmission lines, or facilities, sabotage, or orders or permits, or the absence of the necessary orders or permits, of any kind which have properly applied for from the government of the United States of America, a State or States of the United States, or any political subdivision thereof. The obligation to pay amounts due pursuant to this Co-Location Agreement as of the date of the Force Majeure event shall not be relieved by this Section.
- 52. Binding Effect.** All of the covenants, conditions, and provisions of this Co-Location Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns; however, neither this Co-Location Agreement nor any actions in the fulfillment of this Co-Location Agreement or provision of co-location services hereunder will create a partnership or joint venture between County and GRUCom. Neither Party shall have the right to bind the other with respect to third parties.
- 53. Supplemental Information.** The Parties may wish to express certain additional details, descriptions, illustrations, clarifications, specifications, and instructions which are (i) directly related to the conduct, components, and performance of this Co-Location Agreement; and, (ii) more precise and exact than the information already contained herein ("Supplemental Information"). In such instances, the Parties shall negotiate and execute the necessary and proper written documentation containing the Supplemental Information and cause such written documentation to be executed by their duly authorized representatives, attached hereto, and governed accordingly.
- 54. Attachments.** The exhibits, amendments, riders, and addenda attached to this Co-Location Agreement (if any) are incorporated herein and shall be considered a part of this Co-Location Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Co-Location Agreement, the provisions of this Co-Location Agreement shall prevail.
- 55. Applicable Law.** This agreement shall be interpreted in accordance with the laws of the State of Florida.

56. Venue. Sole and exclusive venue for any litigation arising out of this agreement shall be in the appropriate Federal or State court sitting in Gainesville, Florida.

57. Miscellaneous.

57.1. County shall have the right to remove the TRS System and vacate the Co-Location Space at any time; however, such removal or vacating of the Co-Location Space shall not automatically relieve County of its term, payment, or performance obligations herein unless such action is taken due to such specific termination allowances as otherwise provided for herein.

57.2. The captions and headings contained in this Co-Location Agreement are for convenience only and shall not be taken into account in construing the meaning of this Co-Location Agreement or any part hereof.

57.3. GRUCom, in accordance with generally accepted relevant industry standards and practices, shall be the designated arbiter between the Parties with regard to assessing needs, establishing requirements, selecting and determining the application of specifications, clarifying technical phrasing and terminology, and determining the satisfactory provisioning of resources, by and between the Parties, as necessary to operate and support the Premises and Co-Location Space.

57.4. Time is of the essence in the performance of the obligations of each Party hereunder.

57.5. Waiver by any Party of the breach of any provision of this Co-Location Agreement shall not operate or be construed as a waiver of any subsequent breach by the offending Party.

57.6. If any provision of this Co-Location Agreement is held to be invalid or unenforceable, the remainder of this Co-Location Agreement shall not be affected thereby and each term and provision shall be valid and be enforced to the fullest extent permitted by law.

58. Modifications. This Co-Location Agreement may not be modified, except in writing signed by both Parties.

59. Entire Agreement. This Co-Location Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings or agreements between the Parties. No subsequent agreement between GRUCom and County concerning the co-location services contemplated under this Co-Location Agreement shall be effective or binding unless it is made in writing by authorized representative of the Parties hereto, and no representation, promise, inducement, or statement of intention has been made by either Party which is not embodied herein.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have caused this Co-Location Agreement to be executed by their duly authorized representatives as of the latter of the two dates signed and written below (the “Effective Date”).

CITY OF GAINESVILLE d/b/a GRUCom

ALACHUA COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form and Legality:

Utilities Attorney

(SUPPLEMENTAL INFORMATION AND ATTACHMENTS TO FOLLOW)

GRUCom CO-LOCATION AGREEMENT

MILLHOPPER

EXHIBIT “A” - RACK SPACE DETAILS

RACK SPACE DIMENSIONS: 127.5 (approximate) square feet of building space measuring 17.0 (approximate) feet x 7.5 (approximate) feet for the placement of industry standard racks, computing equipment, telecommunications equipment, and radio transmission equipment.

RACK ID: C102-1
RACK DIMENSIONS / TYPE: 19” 48RU / OPEN FRAME
RACK POWER: 7 x 120VAC 20A CIRCUITS

RACK ID: C102-2
RACK DIMENSIONS / TYPE: 19” 48RU / OPEN FRAME
RACK POWER: 11 x 120VAC 20A CIRCUITS

RACK ID: C102-3
RACK DIMENSIONS / TYPE: 19” 44RU / OPEN FRAME
RACK POWER: 1 x 120VAC 20A CIRCUIT

RACK ID: C102-4
RACK DIMENSIONS / TYPE: 19” 48RU / OPEN FRAME
RACK POWER: 10 x 120VAC 20A CIRCUITS

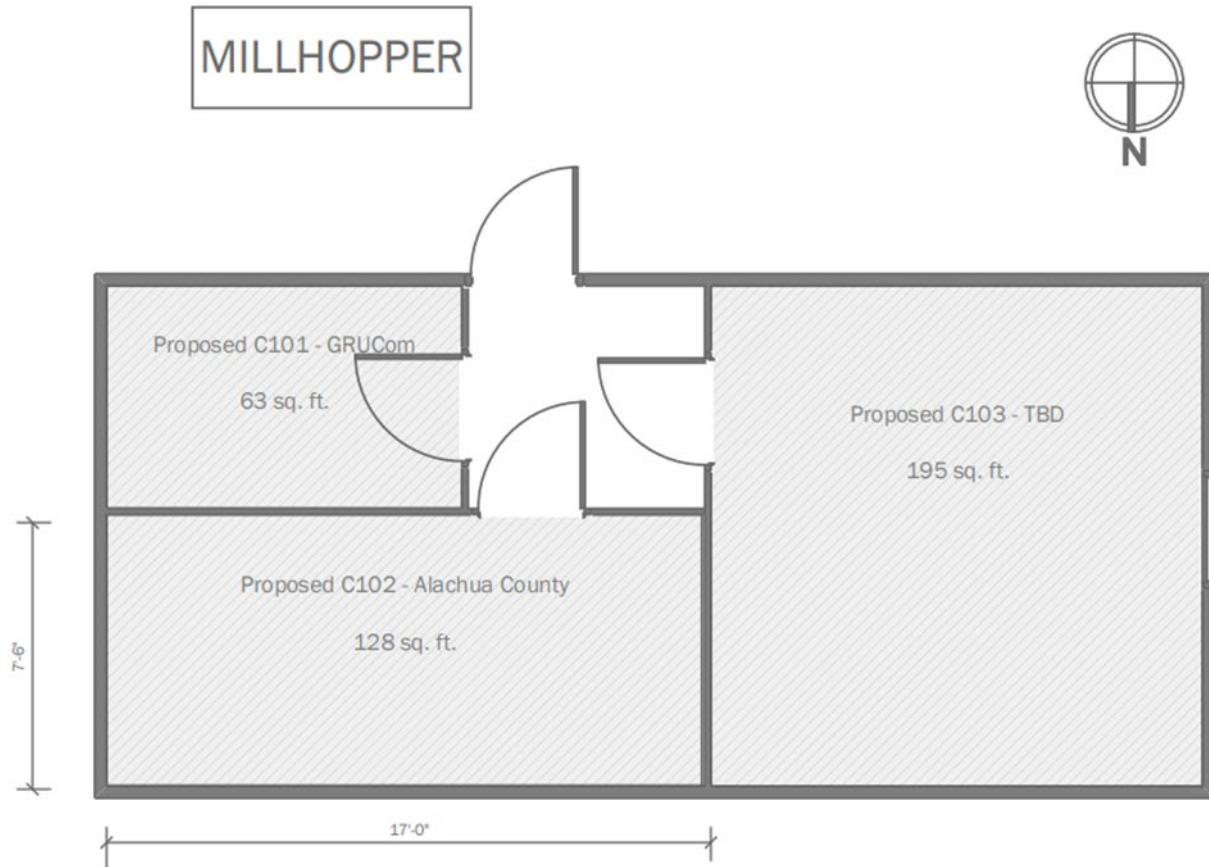
RACK ID: C102-5
RACK DIMENSIONS / TYPE: 19” 48RU / CLOSED FRAME
RACK POWER: 4 x 120VAC 20A CIRCUITS

RACK ID: C102-6
RACK DIMENSIONS / TYPE: 19” 48RU / CLOSED FRAME
RACK POWER: 8 x 120VAC 20A CIRCUIT

GRUCom CO-LOCATION AGREEMENT

MILLHOPPER

EXHIBIT "A" - RACK SPACE DETAILS (CONTINUED)



GRUCom CO-LOCATION AGREEMENT

MILLHOPPER

EXHIBIT "B" - TOWER SPACE DETAILS

ATTACHMENT LOCATION(S): Space provided at the 480 (approximate) and 435 (approximate) foot levels of the Tower sufficient for the placement and affixing of antennas and lines in accordance with County's needs, subject to the structural limitations of the Tower.

EQUIPMENT LISTING:

ELEVATION (FT)	QTY	COMPONENT	PART NUMBER	DESCRIPTION
435	3	ANTENNA	DQBMRI2HB1	ANT 15.4 DB DUAL 806-869 MHZ .75 STD
435	3	CABLE	L3599	AVA6-50 CABLE 1-1/4"
480	1	ANTENNA	DQBMRI0HB1	ANT 13.4. DB GAIN PEANUT 806-869 MHZ
480	1	CABLE	L3323	AVA5-50 7/8"
480	1	AMPLIFIER	DS428E83I01T	TTA, NONDIVERSITY, 796-824 MHZ REDUNDANT LNA, TEST PORT, BYPASS
480	1	CABLE	L1705	LDF4-50A CABLE 1/2"

GRUCom CO-LOCATION AGREEMENT

MILLHOPPER

EXHIBIT “C” - MAKE READY DETAILS

MAKE READY: In consideration of the charges set forth in Section 26, GRUCom shall install the following amenities within the Building Space:

4. Closed Circuit Camera System
5. Wire Cage Fencing and Gate System
6. Proximity Card Access Control & Badge Reader System

GRUCom CO-LOCATION AGREEMENT

WYKS

THIS CO-LOCATION AGREEMENT (“Co-Location Agreement”) is made and entered into by and between **CITY OF GAINESVILLE d/b/a GRUCom**, a municipal corporation organized and existing under the laws of the State of Florida, whose address is P.O. Box 147117, Gainesville, Florida, 32614-7117, hereinafter referred to as “GRUCom”, and **ALACHUA COUNTY**, a charter county and political subdivision of the State of Florida, whose address is 12 SE 1st Street, Gainesville, Florida 32601, hereinafter referred to as “County.” Throughout this Co-Location Agreement, both GRUCom and County may be referred to individually as “Party” or collectively as “Parties.”

WHEREAS, the City of Gainesville and the County executed that certain INTERLOCAL AGREEMENT BETWEEN ALACHUA COUNTY AND THE CITY OF GAINESVILLE FOR THE ACQUISITION OF THE TRUNKED RADIO SYSTEM dated JUNE 28, 2023 (the “TRS Acquisition Agreement”) which set forth the general terms regarding County’s acquisition of certain assets of a 800 megahertz Trunked Radio System (the “TRS System”), the component details of which are more specifically delineated in the INTERLOCAL AGREEMENT FOR PURCHASE AND SALE OF THE TRUNKED RADIO SYSTEM (the “TRS Purchase Agreement”); and,

WHEREAS, upon the effective date of the TRS Acquisition Agreement, certain portions of the TRS System were co-located upon a communications tower (“Tower”) and within a building (“Building”), which are located at 7120 SW 24th Avenue, Gainesville, FL 32607 (collectively “Premises”); and,

WHEREAS, the rights and holdings governing the Tower and Building are secured by GRUCom pursuant to that certain TOWER AND GROUND SPACE LEASE between GRUCom and Gillen Broadcasting, Inc. dated December 20, 1999, as amended by the First Amendment executed September 27, 2023 (the “Lease”), and;

WHEREAS, subject to the execution and closing of the TRS Purchase Agreement, County desires to continue to co-locate and operate the TRS System upon, between, and within, the Tower and Building for the purpose of providing public safety communications services, and;

WHEREAS, the Parties desire to make provision for County’s continued use of Premises to support County’s ownership and operation of the TRS System subject to the execution of the TRS Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **Exclusive License to Co-Locate**. GRUCom hereby grants County an exclusive a license (“License”), subject to the terms and conditions of this Co-Location Agreement, for the collective use of a certain portion of conditioned space within the Building (“Building Space”) as further specified, described, and illustrated in **Exhibit “A”**, and attachment space upon the Tower as further specified, described, and illustrated in **Exhibit “B”** (“Tower Space”), for the purpose of operating and maintaining the TRS System. County acknowledges that it has only been granted a License to access and occupy the Co-Location Space (as hereinafter defined) and that it has not been granted any real property interests

in the Co-Location Space or Premises. The License is limited to the Co-Location Space and to the specific uses identified herein. GRUCom personnel shall have the right to access and be present in all areas of its Leasehold Property at all times without limitation. Nothing in this section shall be deemed to limit or restrict GRUCom's right to grant exclusive or non-exclusive licenses to third parties for use of any part of its Leasehold Property that does not include use of the Co-Location Space.

2. **TRS System Equipment Load and Layout.** The Parties agree that the inventory, location, and layout details specified, described, and illustrated in the attached Exhibits represent the existing allowable design load of the TRS System at this site. Any TRS System changes proposed by County after the Effective Date of this Co-Location Agreement that would increase the dead load or wind load of the TRS equipment on the Tower or increase the rack space or power requirements identified in **Exhibit "A"**, shall constitute a Modification of the TRS, which shall be governed accordingly pursuant to other sections within this Co-Location Agreement.
3. **Rack Space.** The License includes the exclusive use of a designated area as Proposed C101 Alachua County ("Rack Space") within the Building Space, as further specified, described, and illustrated in **Exhibit "A"**, to house industry standard racks and equipment enclosures, computing equipment, telecommunications equipment, and radio transmission equipment, and includes the exclusive use of certain cable entrance ports through the wall of the Building for the purpose of interconnecting such equipment to County's antennas on the Tower.
4. **Tower Space.** The License includes the exclusive use of attachment locations on the Tower, as further specified, described, and illustrated in **Exhibit "B"**, for the placement and affixing of antennas, and includes the exclusive use of designated vertical space upon the Tower for the placement and affixing of a cable riser system, and cables, up to the antennas, and includes the right to operate and maintain a horizontal line bridge system between the Building and the base of the Tower.
5. **Co-Location Space.** County's combined Rack Space and Tower Space may be collectively described elsewhere herein as the "Co-Location Space".
6. **Occupancy Rights.** Subject to the relocation provisions of section 12.3 and the Termination by Special Condition provisions of section 48, the County shall have the right, at County's sole expense, to use and occupy the Co-Location Space only for the purpose of installing, operating, and maintaining, and repairing the TRS System, and to replace inoperable or malfunctioning components with the same like-for-like components.
7. **Operating Rights.** County shall have the right, as it relates to all existing components, to install, operate, and maintain, and repair all lines, connections, devices, and equipment necessary to operate the TRS System, and to replace inoperable or malfunctioning connections, devices, and equipment with the same like-for-like items. Any Modifications to the TRS System which County may propose from time to time shall require GRUCom's prior written consent, which consent shall not be unreasonably withheld or delayed, and may also, at GRUCom's option, require an amendment to this Co-Location Agreement and an adjustment to the rent.
8. **Access Rights.** GRUCom shall provide County with access to the Co-Location Space twenty-four hours per day, seven days per week, including ingress/egress between the Co-Location Space and the public right-of-way. As provided in Section 9, the County may authorize its employees, representatives, consultants and contractors to access the Co-Location Space. County shall not modify or impede the ingress/egress area, and County, in the exercise of the rights herein, shall not unreasonably interfere with the right of GRUCom, or any person having a right to use Premises, from

their continued and future use of the ingress/egress area. Any agreement with a third party whereby third party is also granted access by or through the ingress/egress area will require the third party not to unreasonably interfere with the right of County to utilize the ingress/egress area. GRUCom will maintain the ingress/egress area such that County has access to the Co-Location Space; however, any damage to the ingress/egress area caused by County is to be repaired by County.

9. Access Rules. County shall strictly adhere to all GRUCom promulgated rules pertaining to access and occupancy of the Co-Location Space, including, but not limited to the following:

9.1. County shall notify GRUCom by telephone upon every entry and exit of the Co-Location Space pursuant to directions provided on relevant signage located at designated entry/exit points.

9.2. County will be provided with the combination or key to unlock the gate to the fenced area of the GRUCom Premises. County shall enter facility at all times through the locked gate. Upon entry, County must lock gate behind them. Upon exit, County shall ensure the gate is locked.

9.3. County shall enter the Building Space through an exterior door, as designated by GRUCom, which is controlled by a magnetic key card lock mechanism.

9.4. County shall provide GRUCom with the name, title, driver license number and phone number of a person designated as the authorized access control manager ("Access Manager"). GRUCom shall issue one (1) access key card to the Access Manager, subject to receipt of the first month's rent being paid-in-full.

9.5. The Access Manager will subsequently maintain control over the roster of other County employees, representatives, consultants and contractors for which County desires to grant access the Co-Location Space ("County's Access Roster"). Any changes to County's Access Roster are to be promptly reported to GRUCom.

9.6. Prior to being assigned any additional access key cards the Access Manager shall provide GRUCom with name, title, driver license number, and phone number of each person which the Access Manager desires to be added to County's Access Roster. Requests for additional access key cards may be limited by GRUCom not to exceed ten (10) total keys.

9.7. County agrees to be responsible for all access key cards in its possession and shall return any access key cards in the possession of any person, company, or vendor on County's Access Roster whose relationship with County is terminated.

9.8. County shall notify GRUCom immediately if any assigned access key card is lost or stolen. County may be subject to a fee of up to \$50.00 for each new replacement key card. The assessment of any such fee shall be at the sole discretion of GRUCom.

9.9. In no event shall County permit any third party who is not included on County's Access Roster to access the Co-Location Space unless that third party is escorted by a member of County's Access Roster, and County shall maintain such escorted access at all times while the third party is present at the Co-Location Space.

10. Permitting and Compatible Use. County will be responsible for obtaining all required permits to operate the TRS System. County agrees to make reasonable efforts to maintain the TRS System on the Premises in a manner which will aesthetically fit in with the surrounding area. To the extent that

GRUCom reasonably determines that any work by County is not completed in a manner which meets with requirements of the neighborhood setting, then County will correct or redo such work.

11. Operating Conditions and Limitations of the Building Space.

- 11.1. Environmental conditions within the Building Space will be provided, controlled, and operated by GRUCom to provide adequate ventilation, heating, and cooling, consistent with usual and customary industry practices, to meet the manufactures specifications for operation of the TRS System.
- 11.2. GRUCom will provide a clean agent fire suppression system in compliance with relevant industry and safety standards.
- 11.3. GRUCom will provide commercial electric utility service to the Building Space, including the power requirements of TRS System as set forth in **Exhibit "A"**.
- 11.4. GRUCom will provide an uninterruptible power supply system which shall be integrated into the Building Space power supply system(s) and sized accordingly to provide capacity sufficient to meet the operational requirements of the Building, including the power requirements of the TRS System as set forth in **Exhibit "A"**, in compliance with relevant industry standards.
- 11.5. GRUCom will provide an emergency backup power generator which shall be integrated into the Building Space power supply system(s) and sized accordingly to provide capacity sufficient to meet the operational requirements of the Building, including the power requirements of the TRS System as set forth in **Exhibit "A"**, in compliance with relevant industry standards.
- 11.6. GRUCom will engineer and install all Building Space power systems and cables.
- 11.7. GRUCom will use reasonable efforts to ensure that County's use of the Building Space will be free of interruption.
- 11.8. No restrooms or sanitary facilities are provided in the Building Space for County use.

12. Operating Conditions and Limitations of the Rack Space.

- 12.1. All decisions concerning location, installation, connectivity, operation, maintenance, and repair of the TRS System equipment within the Rack Space, including replacement of inoperable or malfunctioning components with the same, will be at the discretion of County, subject to the confines and capacity of the Rack Space.
- 12.2. GRUCom will provide County with electrical power in the Rack Space as set forth within **Exhibit "A"**. If County desires to locate additional TRS System equipment within the Rack Space which has power requirements exceeding those identified in **Exhibit "A"**, then County must obtain prior approval of GRUCom, and an amendment must be executed by the Parties. Any power requirements other than those specified within **Exhibit "A"** may be subject to additional charges to be determined by GRUCom.
- 12.3. Upon 180 days prior written notice or in the event of an emergency a reasonable amount of time under the emergency circumstance, GRUCom may require County to relocate from the

Rack Space to different Rack Space located within the same Building Space; provided, however, the site of relocation shall afford comparable space, power, environmental conditions, and comparable accessibility. GRUCom shall be responsible for the cost of preparing any such designated replacement Rack Space for County's use; however, notwithstanding the foregoing, County shall be responsible for such preparation costs if said relocation is required due to (i) damage caused by County, or (ii) power requirements exceeding County's original allocation as set forth in **Exhibit "A"**, or (iii) expansion of County's service requirements. In any relocation event, County shall be responsible for the cost and act of relocating the TRS System and property to the replacement Rack Space.

- 12.4. County shall surrender the Rack Space upon the expiration or termination of this Agreement in similar condition as received, subject to normal wear and tear.

13. Inspection and Proper Use of Co-Location Space.

- 13.1. GRUCom shall, at all times, reserve the right to inspect the Co-Location Space in order to maintain and ensure the safe, lawful operation of the GRUCom Premises, and to monitor and enforce County's compliance with the provisions of this Co-Location Agreement.

- 13.2. County shall be solely responsible for the proper maintenance, repair, and operation of the TRS System, including without limitation any maintenance or repair that GRUCom determines is necessary to eliminate any unlawful, unsafe, or noncompliant conditions. If County fails to maintain, repair, or operate the TRS System in a lawful, safe or compliant manner, then GRUCom may, after following the notice and opportunity to cure provisions of Section 39, may undertake or arrange for the required maintenance and/or repair. County shall reimburse GRUCom for all direct costs and expenses relating to such maintenance and/or repair.

- 13.3. Any signage County wishes to place in the Co-Location Space shall be subject to GRUCom's prior written approval.

- 14. Tower Improvements.** Any changes that the County may wish to make to the TRS System shall be in compliance with Section 5.3 of the Lease. In addition, the County shall provide written certification to GRUCom as to whether the proposed changes constitute a Modification of the TRS. In the event that the changes constitute a Modification of the TRS, the County shall be responsible for performing a structural analysis to determine if the Tower requires improvement to accommodate said Modifications and shall provide said analysis to GRUCom. Prior to any construction activities taking place on the Tower, County shall submit a proposed scope of work to GRUCom for pre-approval. Upon the completion of such review and pre-approval by GRUCom, County shall order, and provide to GRUCom, a set of construction drawings and a certified structural engineering analysis, both which must be produced by a licensed professional. GRUCom shall review the structural engineering and construction plans for final approval. Such proposed work may necessitate an amendment to this Co-Location Agreement if the County's proposed Modifications require changes to Tower space. Upon satisfactory receipt of all required submittals, GRUCom shall provide County with authorization to proceed. County shall cause any such resulting work to be performed free of liens, in a good and workmanlike manner, and in compliance with all applicable standard, laws, and ordinances. County shall be responsible for correcting any work not constructed in accordance with any approved plans. All such reviews, approvals, or amendments, as required by GRUCom herein, shall not be unreasonably withheld or delayed by GRUCom.

- 15. Building Improvements.** Unless otherwise agreed upon separately in writing between the Parties, County shall have no rights to make any improvements to the Building.

16. **Premises Improvements.** Unless otherwise agreed upon separately in writing between the Parties, County shall have no rights to make any improvements to the Premises.
17. **Ownership of Improvements.** Any structural modifications or improvements which are made to the Building, Tower, or Premises to accommodate County's operation and maintenance of the TRS System, shall automatically become the property of GRUCom upon termination of this Co-Location Agreement, without the necessity for any separately documented bill of sale; however, all personal property placed upon the Co-Location Space by County, such as, but not limited to County's equipment, equipment racks, cables, wires, lines, line bridges, attachments, hardware, supports, brackets and all related non-structural appurtenances, shall remain the sole and exclusive property of County, and must be removed upon the termination of this Co-Location Agreement.
18. **Maintenance of Facilities.** GRUCom shall, at GRUCom's sole cost and expense, keep the Tower and Building in good condition and repair, and include the Tower and Building in a regular regime of inspection and maintenance through the term of the Co-Location Agreement. Any breach of any GRUCom's duties under this Section shall constitute a Default under the Co-Location Agreement and shall entitle the County to exercise any and all remedies provided in the Co-Location Agreement, or otherwise permitted by law. If GRUCom fails to maintain the Tower and/or Building in good condition and repair, the County may, after following the notice and opportunity to cure provisions of Section 39 of this Co-Location Agreement and Section 8 of the Lease, enter the property and perform such repairs necessary to return the Towers and Buildings to good condition and repair. Any expenditure by the County to maintain the Tower and Building in good condition and repair shall be deducted from the rents owed by the County. County shall be solely responsible for all necessary repairs and maintenance of its personal property located in the Co-Location Space.
19. **Use of Contractors and Subcontractors.** County's use of contractors and subcontractors is permissible with the prior written consent of the GRUCom, which consent shall not be unreasonably withheld or delayed. County's use of any contractor or subcontractor shall be deemed approved if GRUCom does not object in writing within 72 hours of receipt of County's written submission of such contractor or subcontractor to GRUCom. Any contractors or subcontractors employed by County shall be required to meet the indemnification and insurance requirements of GRUCom prior to the commencement of any work at the site. At the completion of the work, County shall ensure that all contractors and subcontractors remove materials, debris and rubbish from the work site and restore to original condition all property not designated for alteration by the construction or maintenance work. County shall pay all contractors, subcontractors, and material men in timely fashion.
20. **Tower Space Construction and Normal Maintenance Work Hours.** County shall have access to its personal property upon the Tower Space at all times and shall have quiet and peaceful enjoyment of the Tower Space as long as County is not in default hereunder. However, County agrees to make every effort to minimize disruption to the surrounding area. Construction and maintenance work upon the Tower Space will be restricted to the hours of 7:00 A.M. to 5:30 P.M., Monday through Friday, excluding legal holidays. County will notify GRUCom's representative at least forty-eight (48) hours in advance of any planned work requiring County to ascend the Tower.
21. **Rack Space Construction and Normal Maintenance Work Hours.** County shall have access to its personal property in the Rack Space at all times and shall have quiet and peaceful enjoyment of the Rack Space as long as County is not in default hereunder. However, County agrees to make every effort to minimize disruption to the Building Space. Construction and normal operations and maintenance work within the Rack Space may be performed by County twenty-four hours per day, seven days per week, subject to any other limitations set forth herein.

22. **Emergency Maintenance.** County shall have access to the Co-Location Space at all hours to conduct emergency maintenance. County may use non-preapproved contractors or subcontractors to conduct such emergency maintenance, provided that the County requires that any such non-pre-approved contractors or subcontractors shall have all insurance required by Section 14 of the Lease and shall meet all applicable federal, state, and local regulatory licensing and safety standards. County shall notify GRUCom, in the manner requested by the GRUCom and as soon as reasonably practicable, regarding emergency maintenance activities at the site.
23. **Term.** The Initial Term of this Co-Location Agreement shall commence upon the closing of the TRS Purchase Agreement (the “Effective Date”) and remain in effect for a period of **five (5) years (“Initial Term”)**. The Co-Location Agreement will automatically renew for **two (2) additional term periods of five (5) years each** (each an “Extension Period”) upon the same terms and conditions unless County notifies GRUCom in writing of County’s intention not to renew this Co-Location Agreement at least **sixty (60) days** prior to the expiration of the Initial Term or then existing Extension Period. Upon the expiration of the final Extension Period, unless terminated in advance by either Party, the Co-Location Agreement shall continue in effect on a **Year-to-Year Basis (Automatic Annual Renewal)** upon the same terms and conditions set forth herein unless terminated by either the County or GRUCom within **sixty (60) days** prior written notice. All references in this Co-Location Agreement to the “term” of this Co-Location Agreement shall be deemed to include the Initial Term hereof and any and all Extension Periods thereof pursuant to this Section.
24. **Termination.** All of County’s rights to access and occupy the Co-Location Space shall cease upon termination of this Agreement and County’s deadline to vacate the Co-Location Space shall coincide with any such termination date of the Co-Location Agreement. County shall remove its personal property from the Co-Location Space and return the Co-Location Space to substantially the same condition as it was at the commencement of County’s occupancy, excepting permanent structural modifications or improvements, and normal wear and tear.
25. **Make-Ready Charge.** County shall pay to GRUCom a non-recurring charge in the amount of \$12,675 for the cost of preparing the Co-Location Space, as set forth within **Exhibit “C”**, for use by County. GRUCom will issue an invoice to County upon completion of the work and shall be paid by County in accordance with the provisions of §218, Part VII, Florida Statutes. (Local Government Prompt Pay Act).
26. **Initial Rent.** The covenants contained herein are made for, and in consideration of, a monthly rental amount that County shall pay to GRUCom. Such rent shall be due and payable monthly in advance in the amount of **\$4,736.92** per month, plus any applicable taxes. This Initial Term Rent rate shall be used as the basis for the computation of the annual Adjusted Rent. The first monthly Initial Term Rent payment shall be due and payable on the first day of the first full month following the effective date of the TRS Acquisition Agreement. All subsequent Initial Term Rent payments shall be due and payable monthly thereafter, in advance, on the 1st day of every month for the duration of this Co-Location Agreement term. Rent is due and payable without the requirement that it be billed by GRUCom. The provisions of this subsection shall survive the termination or expiration of this Co-Location Agreement.
27. **Automatic Annual Rent Adjustments (“Adjusted Rent”).** The Initial Rent shall be adjusted annually on the first day of every February beginning on February 1, 2024, and continuing every February 1 thereafter for the duration of this Co-Location Agreement. The adjustment shall be calculated and made in proportion to 50% of the cumulative change in the latest published Consumer

Price Index as compared to the same index as shown for the historical month of December 2022, and County shall pay the amount of rent as so adjusted (e.g., if in year one the CPI has increased 2% over the base index the increase in rent is 1%). "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, All items, U.S. City Average, 1982-84 100, (U.S. Department of Labor, Bureau of Labor Statistics). If the said Index ceases to be published, then a reasonably comparable index shall be mutually agreed to by GRUCom and County. The annual rent adjustments shall occur automatically without any requirement to provide any further notice.

- 28. Additional Equipment and Additional Rent.** The Initial Rent amount is based upon the space, location, and physical configuration of the TRS System at the time of, and pursuant to, the TRS Acquisition Agreement. County shall have the option to modify the TRS System from time to time, subject to the capacity limitations of the Co-Location Space. The Modification of any equipment located in the Co-Location Space shall require the advance written approval of the GRUCom and compliance with Section 5.3 of the Lease, which will not be unreasonably withheld; however, no Modifications shall take place until County provides professional design plans and associated certified structural engineering analyses of the proposed Modifications. All costs related to any such design, analysis, or Modifications initiated by County are to be born solely by County. Any Modification initiated by County which necessitates the use of additional access, space, area, or power may subject County to additional rent charges. Any such additional rent charges shall be memorialized in an amendment to this Co-Location Agreement, if applicable.
- 29. Additional Services and Additional Charges.** Interconnection and telecommunications services at the Co-Location Space are available only from GRUCom, and such additional services shall be contracted for between the Parties under separate agreement(s). Except for the provisioning of standard interconnection and telecommunications services, GRUCom shall have no interest or obligation hereunder with regard to providing any intellectual, labor, or operational support to the TRS System beyond the obligations specifically contained herein (or as may be provided for in the TRS Acquisition Agreement). Any request by County for GRUCom to assist with any inspection, demonstration, testing, analysis, construction, installation, or maintenance of the TRS System (and County's associated equipment) may subject County to additional charges. Additionally, if County notifies GRUCom regarding trouble associated with any GRUCom services provided to County, and the trouble is ultimately determined to be caused by County, then County may be subject to additional charges.
- 30. Fitness for Use.** GRUCom represents and warrants to the County that the Co-Location Space is fit for purpose to support and operate the TRS System. GRUCom warrants to the County that the TRS System was installed, housed, maintained, and operated in accordance with all applicable manufacturers' specifications and applicable industry standards, and that the TRS System is in good working condition as of the effective date of this agreement. GRUCom further warrants to County that the City owned towers upon which the TRS is attached is structurally sound and fit for the particular purpose of supporting and operating the TRS and complying with all applicable manufacturers' specifications. The City shall be responsible for any modifications to the towers or buildings that are required, if any, to satisfy the City's warranties under this subsection. The warranties provided in this section are material terms of this Co-Location Agreement. The warranties set forth in this section shall continue until the County Modifies the TRS; however, such termination shall not effect, reduce or otherwise relieve the City's maintenance and repair obligations as set forth in Section 18. County shall have the right, at its sole expense, to have the Co-Location Space inspected, analyzed, and surveyed, and to have soil borings and analysis tests run, and to have an environmental audit of the Co-Location Space performed by an environmental consulting firm for its use in making such determination. In addition, future communications equipment to be mounted on

the Tower must be evaluated by an independent engineering consultant, at County's expense, for purposes of determining that the loading capacity of the Tower will not be exceeded.

31. Representations, Warranties and Covenants Concerning the Use of Hazardous Substances/Periodic Notice.

31.1. GRUCom's Representation and Warranty. GRUCom represents and warrants that the Co-Location Space is free of hazardous substances as of the date of this Co-Location Agreement, and, to the best of GRUCom's knowledge, the Co-Location Space has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. GRUCom shall comply with Applicable Law (as defined below) with respect to any activity conducted by GRUCom in or on the Co-Location Space.

31.2. Hazardous Substances. No spill, deposit, emission, leakage, or other release of Hazardous Substances (as defined below) on the Premises or the soil, surface water or groundwater thereof by County is allowed for the period of the County's occupancy. County shall be responsible to promptly notice GRUCom and completely clean up any such release caused by County, its officers and employees, agents, contractors, and invitees as shall occur on the Premises during the County's occupancy and shall surrender the Premises free of any contamination or other damage caused by County during the County's occupancy. In the event County becomes aware of any Hazardous Substances at the Co-Location Space, that, in County's and GRUCom's collective evaluation and determination, renders the condition of the Co-Location Space unsuitable for County's use, County shall promptly notify GRUCom of the Hazardous Substances and County will have the right, in addition to any other rights it may have at law or in equity, to terminate this Co-Location Agreement upon written notice to GRUCom.

31.3. Maintenance of Premises. County shall, at its sole cost and expense, keep, use and operate the Co-Location Space at all times in compliance with applicable federal, state and local laws, rules, regulations and ordinances ("Applicable Law") as defined below, including laws addressing environmental compliance, worker health and safety and statutory insurance requirements, and including but not limited to obtaining any required environmental permits, licenses, registrations or approvals necessary for County to conduct operations at the Co-Location Space. The County warrants that it has secured all environmental permits, licenses, registrations or approvals that are required to operate and maintain the TRS System and shall maintain the Co-Location Space in a clean and sanitary condition. The County shall promptly respond to and clean up any release or threatened release of any Hazardous Substances caused by County into the drainage systems, soil, surface water, groundwater, or atmosphere, in a safe manner, in strict accordance with Applicable Law, and as authorized or approved by all federal, state and/or local agencies having authority to regulate the permitting, handling, treatment, storage, disposal, remedial, removal actions and cleanup of Hazardous Substances.

31.4. Entry by GRUCom.

31.4.1. County shall permit GRUCom and its agents to enter into and upon the Co-Location Space without prior notice, at all reasonable times for the purposes of inspecting the Co-Location Space and all activities thereon, including activities involving Hazardous Substances or for the purposes of maintaining any facilities or equipment in the Co-Location Space. Such right of entry and inspection shall not constitute managerial or operational control by GRUCom over activities or operations conducted at the Co-Location Space by County. GRUCom and County agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes,

ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Co-Location Space. County shall not be responsible for any costs, claims or liabilities to the extent attributable to the inaccuracy of any information in this Section or any GRUCom acts or omissions.

31.4.2. In the event that County receives any notice of or causes any material event involving the spill, release, leak, seepage, discharge or clean-up of any Hazardous Substance in the Co-Location Space, County shall notify GRUCom orally within twenty-four (24) hours and in writing within three (3) business days of County becoming aware of such material event. GRUCom shall have the right but not the obligation to enter onto the Co-Location Space or take such other action as it shall deem necessary or advisable to clean up, respond to, remove, resolve or minimize the impact of, or otherwise deal with any such Hazardous Substance or environmental complaint following receipt of any notice from County or from any person or entity having jurisdiction asserting the existence of any Hazardous Substance or an environmental complaint pertaining to the Co-Location Space or any part thereof, which if true, could result in an order, suit or other reasonable action against GRUCom. If County is unable to resolve such action in a manner which results in no liability on the part of the GRUCom, all reasonable costs and expenses incurred by the GRUCom in exercise of any such rights shall be secured by this Co-Location Agreement and shall be payable by County upon demand.

31.5. County's Indemnity and Release.

31.5.1. With respect to releases or threatened releases, or use of any Hazardous Substance(s) caused by County during the County's occupancy, within the limits prescribed by law and without waiving sovereign immunity, County shall indemnify, defend and hold harmless GRUCom from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, costs or expenses, including interest and reasonable attorneys' fees (including cost of defense, direct and on appeal, settlement and reasonable attorneys' fees for attorneys of GRUCom's choice) incurred by, claimed or assessed against GRUCom under any Applicable Law, without limitation, and any and all statutes, laws, ordinances, codes, rules, regulations, orders or decrees regulating with respect to or imposing liability, including strict liability or other standards of contact concerning any Hazardous Substance, by any person or entity or governmental department or agency for, with respect to or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Co-Location Space of any Hazardous Substance, which is in any way connected with injury to any person or damage to any property or loss to the GRUCom occasioned in any way by the use or presence of Hazardous Substances caused by (1) County's breach of any term or provision of this Section or (2) the negligent or intentional activities of the County during or after the County's occupancy of the Co-Location Space. County shall not be responsible for any costs, claims, liabilities, or losses to the extent attributable to any GRUCom acts or omissions.

31.5.2. This indemnity specifically includes the direct obligation of County to perform, at its sole cost and expense, any remedial, assessment, removal or other activities required, ordered, recommended, or requested by any agency or governmental official or third party or otherwise necessary to avoid or minimize injury or liability to any person or to prevent the spread of pollution, caused by County (hereinafter, the "Remedial Work"). County shall

perform all such work in its own name in accordance with Applicable Laws. County shall not be obligated to perform any Remedial Work if such Remedial Work is rendered necessary due to the negligent or intentional activities of GRUCom.

31.5.3. Without waiving its rights hereunder, GRUCom may, at its option, upon reasonable notice to County, perform such Remedial Work as described above, and thereafter seek reimbursement for those costs thereof from County. County shall permit GRUCom access to the Co-Location Space to perform such Remedial Work.

31.5.4. Whenever GRUCom has incurred costs that is a fault or caused by County, County shall within thirty (30) days of receipt of written notice thereof, reimburse GRUCom for all expenses together with interest from the date of expenditure at the "applicable federal rate" established by the Internal Revenue Service.

31.6. **Agency or Third-Party Action.** Without limiting its obligations under any other paragraph of this Section, County shall be solely and completely responsible for responding to and complying with any administrative notice, order, request or demand or any third-party claim or demand relating to potential or actual contamination on the Premises caused by County. The responsibility conferred under this paragraph includes, but is not limited to, upon written demand and approval of GRUCom responding to such orders on behalf of GRUCom and defending against any assertion of GRUCom's financial responsibility or individual duty to perform such orders. County shall assume any liabilities, duties, or responsibilities which are assessed against GRUCom in any action described in this Section.

31.7. **Breach.** Any breach of any warranty, representation or condition contained in this Section shall constitute a Default under the Co-Location Agreement and shall entitle the non-defaulting Party to exercise any and all remedies provided in the Co-Location Agreement, or otherwise permitted by law.

31.8. **Survivability of Terms.** The terms and conditions of Section 31 shall survive the termination of this Co-Location Agreement.

31.9. **Definitions.**

31.9.1. Hazardous Substance(s). Hazardous substance shall be construed broadly to include any toxic or hazardous substance, material or waste, and any other contaminant, pollutant or constituent thereof, whether liquid, solid, semi-solid, sludge and/or gaseous, including without limitation chemicals, compounds, asbestos, asbestos-containing materials or other similar substances or materials which are regulated by or pursuant to any federal, state or local laws, rules or regulations, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendment and Reauthorization Act of 1986 ("SARA"), 42 USC §9601, et. seq., hereinafter collectively, "CERCLA"; the Solid Waste Disposal Act, as amended by the Resource Conservation Recovery Act of 1976 ("RCRA") and subsequent hazardous and solid waste amendments of 1984, also known as the 1984 RCRA Amendments, 42 USC §6901, et. seq.; the Hazardous Material Transportation Act, 49 USC §1801, et. seq.; the Clean Water Act, as amended, 33 USC §1301, et. seq.; the Clean Air Act, as amended, 42 USC §§7401 to 7642; the Toxic Substance Control Act, as amended, 15 USC §2601, et. seq.; the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), as amended, 7 USC §§136 - 136Y; the Emergency Planning and Community Right-to-Know Act of 1986 ("EPCRA"), as amended, 42 USC §11001, et. seq., (Title III of SARA); the Occupational

Safety and Health Act of 1970 ("OSHA"), as amended, 29 USC §651, et. seq.; and any similar state statute, including without limitation, Chapters 252, 255, 376, 403, 442, 455 and 553, Florida Statutes, or any rules or regulations implementing such Statutes or which have been or shall be determined at any time by any agency or the court to be a hazardous or toxic substance regulated under any other Applicable Law; or any substance or material that is or becomes regulated by any federal, state or local government authority.

31.9.2. Applicable Law(s). Applicable Law(s) shall include but not be limited to the following: CERCLA, RCRA, the Clean Water Act, the Hazardous Materials Transportation Act, the Clean Air Act, the Toxic Substance Control Act, FIFRA, EPCRA, Title III of SARA, OSHA, and any similar state statute, including without limitation, Chapters 252, 255, 376, 403, 442, 455 and 453, Florida Statutes, as amended, and the regulations promulgated there under, any state or local "Superfund" or "Superlien" laws, and any other federal, state and/or local laws, rules or regulations, whether currently in existence or hereinafter enacted or promulgated that govern or relate to the following: (i) the existence, clean up and/or assessment or remediation of contamination on property; (ii) the protection of the environment from spilled, released, deposited or otherwise disposed of contamination; (iii) the control of hazardous or toxic substances or waste; or (iv) the use, generation, storage, discharge, transportation, treatment, recovery, removal or disposal of hazardous or toxic substances or waste including building materials such as asbestos and including dishwashing materials and food disposal procedures.

- 32. Aviation Hazard Marking.** GRUCom shall, at GRUCom's sole cost and expense, be responsible for complying at all times with the Tower marking, lighting, recording and notification requirements of the Federal Communications Commission (FCC) and the Federal Aviation Administration (FAA).
- 33. Taxes and Fees.** County shall be solely responsible for, and pay promptly when due, any tangible personal property taxes levied against County's property and any other taxes or fees applicable to County's property whether levied by federal, state or local authority. In the event that GRUCom is required to pay taxes, real or personal, on the property, due in whole or in part to County's operations, then County shall reimburse GRUCom within thirty (30) calendar days for its pro-rata share of said taxes based on receipt of sufficient documentation from GRUCom indicating the amount of taxes paid and the calculation of County's pro-rata share.
- 34. Compliance with Laws.** County and GRUCom shall comply with all federal, state or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agencies having jurisdiction over the Premises and County's operations thereupon.
- 35. Complaint Resolution.** The Parties acknowledge that complaints may from time to time be lodged with regulatory bodies related to the co-location of County's property at the Co-Location Space. County shall promptly assist in diligently pursuing a satisfactory resolution of complaints lodged and appear as necessary before the appropriate regulatory body in order to present and defend the positions of the Parties as related to such complaint.
- 36. Liability.** Each Party fully retains all sovereign immunity protections afforded to it as a municipal corporation of the State of Florida and as a charter county and a political subdivision of the State of Florida, respectively. Without in any way waiving, limiting, or restricting any defenses of sovereign immunity, each party shall be solely responsible for its own negligent acts or omissions, as well as those of its own employees. This Agreement is not intended, and shall not be interpreted to constitute, a waiver of sovereign immunity, an authorization of claims by third parties, a waiver of the limits of

liability as established by §768.28, Florida Statutes, or to waive any other provision of §768.28, Florida Statutes.

37. Insurance.

37.1. For the duration of this Co-Location Agreement, County shall continuously maintain in full force and effect comprehensive commercial liability insurance with general aggregate limits of not less than One Million Dollars (\$1,000,000) and automobile liability insurance with not less than Five Hundred Thousand Dollars (\$500,000) combined single limit, covering liabilities arising out of or in connection with County's work and operations upon Premises. County shall provide a certificate of insurance to GRUCom showing the limits of County's coverage. Upon receipt of notice from its insurer, County shall use its best efforts to provide GRUCom with thirty (30) days' prior written notice of cancellation.

37.2. Notwithstanding the foregoing, County shall have the right to self-insure the coverages. County represents that it is currently self-funded for liability in accordance with §768.28, Florida Statutes. County hereby assumes responsibility for, and hereby agrees to indemnify and hold GRUCom harmless from and against any and all liability, claims, or damages imposed on GRUCom up to the monetary limits provided in 768.28, Florida Statutes, arising out of or in connection with negligent acts, omissions, or misconduct of the County and its agents or employees relating to the responsibilities of the County under this Agreement. County agrees to maintain insurance coverage, either through self-insurance or commercial policy.

37.2.1. GRUCom hereby assumes responsibility for, and hereby agrees to indemnify and hold County harmless from and against any and all liability, claims, or damages imposed on County up to the monetary limits provided in 768.28, Florida Statutes, arising out of or in connection with negligent acts, omissions, or misconduct of GRUCom and its agents or employees relating to the responsibilities of GRUCom under this Agreement.

37.3. The Parties agree to cooperate with each other in the defense of any third-party claim, demand, lawsuit, or the like related to this Co-Location Agreement.

38. Monetary Default. County shall be in Monetary Default of this Co-Location Agreement if County fails to make a payment of rent when due and such failure continues for thirty (30) days after GRUCom notifies County in writing of such Monetary Default. At the conclusion of this thirty (30) day period, if payment has not been received, GRUCom may terminate this Co-Location Agreement after providing an additional ten (10) day notice to County of such uncured Monetary Default.

39. Default. If GRUCom or County fails to comply with any material provision of this Co-Location Agreement which the other Party claims to be a Default hereof, the Party making such claim shall serve written notice of such Default upon the defaulting Party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting Party shall undertake and diligently pursue a cure of Default. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting Party demonstrates a good faith showing that efforts toward a cure are continuing. At the conclusion of the grace period, if the Default has not been cured, the Party making the claim may terminate this Co-Location Agreement any/or and all other rights available to it under law and equity after providing an additional ten (10) day notice to the defaulting Party of such uncured Default. Remedies available to the Parties include, but are not limited to, compensatory damages including actual consequential damages to cover any loss incurred by the default.

- 40. Attorney Fees and Expenses.** In the event of any litigation arising under this Co-Location Agreement, each party shall be responsible for their own legal fees, expenses and/or costs related to this Co-Location Agreement.
- 41. Non-Interference.** The City represents and warrants that as of the Effective Date of this Co-Location Agreement, the TRS System does not measurably interfere with the reception or transmission of previously installed equipment. In the event the TRS System malfunctions in a manner that causes measurable interference with reception or transmission of previously installed equipment for a pre-existing use, upon written notice from the GRUCom, County shall make such corrections and adjustments as are required to eliminate the interference as soon as is reasonably possible. Any cost of protective equipment must be paid by the County. Upon expiration or termination of this Co-Location Agreement, County has the right to consider the protective equipment part of its original system and may remove such equipment upon vacating the Co-Location Space. GRUCom will not install equipment on the GRUCom's Tower or enter into an agreement with any third party where equipment to be installed at the Premises by the third party is known to interfere with the reception or transmission of then existing equipment of County. Any agreement with a third party for the installation and operation of communication equipment at the Premises will contain which will require the third party to immediately cease operation of and correct any problem which is causing interference with County's previously installed equipment. The Parties acknowledge that there may not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, either Party shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.
- 42. Title, Access, and Authority.** GRUCom covenants and warrants to County that GRUCom presently owns the fee simple interest in and to the Premises; that the Premises are served by legal access from a public way; that GRUCom is duly authorized and empowered to enter into this Co-Location Agreement; and that the person executing this Co-Location Agreement on behalf of the GRUCom warrants himself to be duly authorized to bind GRUCom hereto.
- 43. Assignment of Co-Location Agreement.** County's rights and interests hereunder may not be sold, transferred, assigned, pledged, or hypothecated, without the prior written approval of GRUCom, except as to a successor of County's operations and/or assets by reason of a sale, merger, consolidation, foreclosure, legal reorganization, regulatory mandate, or government restructuring, where substantially all of County's operations and/or assets are acquired by such a successor. The terms and provisions of this Co-Location Agreement and the respective rights and obligations hereunder of each Party shall be binding upon, and inure to the benefit of, such a successor.
- 44. Subordination.** County shall, upon request of GRUCom, subordinate this Co-Location Agreement to any mortgage trust deed which may hereafter be placed on the Premises, provided such mortgagee or trustee there under shall inure to County the right to occupy the Co-Location Space and other rights granted to County herein so long as County is not in Default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to County. Further, GRUCom agrees to promptly have any mortgage or trustee which has a mortgage or trust deed currently placed on the Premises execute a non-disturbance agreement in a form reasonably satisfactory to County.
- 45. Third Party Agreements.** In the event that GRUCom enters into similar agreements with third parties for use of the Premises, County agrees to comply with all reasonable requests by GRUCom necessary to facilitate such similar agreements. Upon written request from GRUCom giving County sixty (60) days' notice, and where County's service is not unreasonably disrupted and where County's service area is not diminished, County will move any communications equipment that interferes with the installation of third parties equipment. Where such move is requested, GRUCom will compensate

County for the cost incurred by County in complying with such request. County also agrees to provide any frequency and other operating information, as which may be needed by GRUCom or the third party to obtain regulatory or administrative approvals for the co-location and operation of the third party's property on the Premises.

- 46. Notices.** Any notice, demand or communication which GRUCom or County shall desire or be required to give pursuant to the provisions of this Co-Location Agreement shall be sent by registered or certified mail to:

If to GRUCom:

Gainesville Regional Utilities
Attention: GRUCom Legal Notice
301 SE 4th Avenue
Gainesville, FL 32601

If to County:

Chief
Alachua County Fire Rescue
911 SE 5th Street
Gainesville, Florida 32601

The giving of any such notices shall be deemed complete upon mailing in a United States Post Office with postage charges prepaid, addressed to the Party named herein to be given such notice at its address as set forth in this Co-Location Agreement or to such other address as such Party may heretofore have designated in writing.

- 47. Contingencies.** County shall have the right to cancel this Co-Location Agreement if County's technical reports fail to establish to County's satisfaction that the Co-Location Space is capable of being suitably engineered to accomplish County's intended use of the Co-Location Space; if County's title insurer determines that GRUCom does not own good and clear marketable title to the land underlying the Co-Location Space; or if such title has encumbrances and restrictions which would interfere with County's intended use of the Co-Location Space.

- 48. Termination by Special Condition.** Beyond the contingency cancellation allowances provided elsewhere herein, both Parties shall be relieved of their respective obligations hereunder under any of the following special conditions, except that the GRUCom shall remit to the County, within 30 calendar days after said termination date, a prorated refund of the current month's rent:

48.1. Subject to TRS Purchase Agreement. This Co-Location Agreement shall not become effective until the TRS Purchase Agreement is approved by the Parties, executed, and closed. If the TRS Purchase Agreement is subsequently rendered unlawful or invalid then this Co-Location Agreement shall also be concurrently terminated and, in addition to prorated rent, the City shall also remit to the County a prorated refund of the Make-Ready Charge in an amount equal to the depreciated value of the Make-Ready Charge using the straight-line method of depreciation, based on a 5-year useful life and no salvage value for the Make-Ready Charge improvements. In any such event the rights granted to County in this Co-Location Agreement shall cease simultaneously and both Parties shall be released from their performance obligations herein.

48.2. Withdrawal. Except for within the Initial Term, GRUCom shall have the right to terminate this Co-Location Agreement by giving one hundred eighty (180) days written notice to

County in the event that GRUCom decides for safety, or regulatory or operational reasons to abandon or remove the Co-Location Space.

48.3. Destruction. If the Co-Location Space is condemned, destroyed, or substantially impaired by fire, lightning, earthquake, hurricane, or other such Force Majeure event beyond the control of GRUCom, then this Co-Location Agreement may immediately be terminated by GRUCom or the County.

48.4. Lawful Use. County's right to use the Co-Location Space is subject and subordinate to all lawful restrictions, covenants, and encumbrances, if any, to which GRUCom, its successors, or assigns may be subject. GRUCom may terminate this Co-Location Agreement at any time if GRUCom is required by a state, local, or federal regulatory agency to remove the Co-Location Space or by any court to cease operations on the Premises. In any such event the rights granted to County in this Co-Location Agreement shall cease simultaneously with the cessation of GRUCom's rights with neither party having any further obligations to the other party beyond the payment of accrued charges or other obligations accrued through the date of cessation.

48.5. Suitability. County shall have the right to terminate this Co-Location Agreement if County determines that the Co-Location Space is not structurally, mechanically, or electrically suitable for operating the TRS System in accordance with the TRS System manufacturer's operating specifications. In such an event, County shall provide GRUCom with written notice, including documentation from the manufacturer, as to the specific operating deficiency. Upon receipt of such written notice, GRUCom shall be provided a forty-five (45) grace period to undertake and diligently pursue a cure of the operating deficiency. Such grace period shall automatically be extended for an additional forty-five (45) days, provided GRUCom demonstrates a good faith showing that efforts toward a cure are continuing. At the conclusion of the grace period, if the operating deficiency has not been cured, County may vacate the Co-Location Space and this Co-Location Agreement shall simultaneously be terminated upon the date when County removes its personal property from the Co-Location Space and returns the Co-Location Space to substantially the same condition as it was at the commencement of County's occupancy, excepting permanent structural modifications or improvements, and normal wear and tear.

49. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THIS AGREEMENT APPLIES ONLY TO THE CO-LOCATION SERVICES PROVIDED TO COUNTY AND SHALL NOT APPLY TO ANY OFFERING BY COUNTY OF SERVICES TO COUNTY'S CUSTOMERS OR COUNTY'S END-USERS. EXCEPT AS SPECIFICALLY PROVIDED IN THIS CO-LOCATION AGREEMENT, IN NO EVENT SHALL GRUCom OR THE COUNTY BE LIABLE TO ANY THIRD PARTY, PERSON, FIRM OR ENTITY FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS OR LOSS OF REVENUES OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS CO-LOCATION AGREEMENT OR THE CO-LOCATION OF THE EQUIPMENT AT OR IN THE CO-LOCATION SPACE OR PREMISES.

50. Force Majeure. In case either Party hereto should be delayed or prevented from performing or carrying out any of the agreements, covenants, and obligations made by and imposed upon said Party by this Co-Location Agreement, by reason of Force Majeure, then in such case or cases, both Parties shall be relieved of performance under this Co-Location Agreement except for the obligation to pay for services already received under this Co-Location Agreement and GRUCom shall remit a prorated

refund to the County for the current month's rent payment, and shall not be liable to the other Party for or on account of any loss, damage, injury, or expense resulting from or arising out of such delay or prevention; provided, however, that the Party suffering such delay or prevention shall use due and practicable diligence to remove the cause or causes thereof; and provided further, that neither Party shall be required by the foregoing provisions to settle a strike except when, according to its own best judgment, such a settlement seems advisable. The term Force Majeure shall be any cause not reasonably within the control of the Party claiming Force Majeure, and not attributable to such Party's neglect, including, but not limited to, the following: strikes, stoppages in labor, failures of contractors or suppliers of materials, unavailability of a fuel or resource used in connection with the generation of electricity, riots, fires, named storms, floods, ice, invasions, civil wars, commotion, insurrections, military or usurped power, order of any court granted in any bona fide adverse legal proceedings or action, order of any civil or military authority, explosion, act of God or the public enemies, breakage or accident to machinery, transmission lines, or facilities, sabotage, or orders or permits, or the absence of the necessary orders or permits, of any kind which have properly applied for from the government of the United States of America, a State or States of the United States, or any political subdivision thereof. The obligation to pay amounts due pursuant to this Co-Location Agreement as of the date of the Force Majeure event shall not be relieved by this Section.

51. Binding Effect. All of the covenants, conditions, and provisions of this Co-Location Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns; however, neither this Co-Location Agreement nor any actions in the fulfillment of this Co-Location Agreement or provision of co-location services hereunder will create a partnership or joint venture between County and GRUCom. Neither Party shall have the right to bind the other with respect to third parties.

52. Supplemental Information. The Parties may wish to express certain additional details, descriptions, illustrations, clarifications, specifications, and instructions which are (i) directly related to the conduct, components, and performance of this Co-Location Agreement; and, (ii) more precise and exact than the information already contained herein ("Supplemental Information"). In such instances, the Parties shall negotiate and execute the necessary and proper written documentation containing the Supplemental Information and cause such written documentation to be executed by their duly authorized representatives, attached hereto, and governed accordingly.

53. Attachments. The exhibits, amendments, riders and addenda attached to this Co-Location Agreement (if any) are incorporated herein and shall be considered a part of this Co-Location Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Co-Location Agreement, the provisions of this Co-Location Agreement shall prevail.

54. Applicable Law. This agreement shall be interpreted in accordance with the laws of the State of Florida.

55. Venue. Sole and exclusive venue for any litigation arising out of this agreement shall be in the appropriate Federal or State court sitting in Gainesville, Florida.

56. Miscellaneous.

56.1. County shall have the right to remove the TRS System and vacate the Co-Location Space at any time; however, such removal or vacating of the Co-Location Space shall not automatically relieve County of its term, payment, or performance obligations herein unless such action is taken due to such specific termination allowances as otherwise provided for herein.

56.2. The captions and headings contained in this Co-Location Agreement are for convenience only and shall not be taken into account in construing the meaning of this Co-Location Agreement or any part hereof.

56.3. GRUCom, in accordance with generally accepted relevant industry standards and practices, shall be the designated arbiter between the Parties with regard to assessing needs, establishing requirements, selecting and determining the application of specifications, clarifying technical phrasing and terminology, and determining the satisfactory provisioning of resources, by and between the Parties, as necessary to operate and support the Premises and Co-Location Space.

56.4. Time is of the essence in the performance of the obligations of each Party hereunder.

56.5. Waiver by any Party of the breach of any provision of this Co-Location Agreement shall not operate or be construed as a waiver of any subsequent breach by the offending Party.

56.6. If any provision of this Co-Location Agreement is held to be invalid or unenforceable, the remainder of this Co-Location Agreement shall not be affected thereby and each term and provision shall be valid and be enforced to the fullest extent permitted by law.

57. Modifications. This Co-Location Agreement may not be modified, except in writing signed by both Parties.

58. Entire Agreement. This Co-Location Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings or agreements between the Parties. No subsequent agreement between GRUCom and County concerning the co-location services contemplated under this Co-Location Agreement shall be effective or binding unless it is made in writing by authorized representative of the Parties hereto, and no representation, promise, inducement, or statement of intention has been made by either Party which is not embodied herein.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have caused this Co-Location Agreement to be executed by their duly authorized representatives as of the latter of the two dates signed and written below (the “Effective Date”).

CITY OF GAINESVILLE d/b/a GRUCom

ALACHUA COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form and Legality:

Utilities Attorney

(SUPPLEMENTAL INFORMATION AND ATTACHMENTS TO FOLLOW)

GRUCom CO-LOCATION AGREEMENT

WYKS

EXHIBIT “A” - RACK SPACE DETAILS

RACK SPACE DIMENSIONS: 212.8 (approximate) square feet of building space measuring 16.0 (approximate) feet x 13.3 (approximate) feet for the placement of industry standard racks, computing equipment, telecommunications equipment, and radio transmission equipment.

RACK ID:	C101-1
RACK DIMENSIONS / TYPE:	19” 44RU / OPEN FRAME
RACK POWER:	6 x 120VAC 20A CIRCUITS

RACK ID:	C101-2
RACK DIMENSIONS / TYPE:	19” 44RU / OPEN FRAME
RACK POWER:	4 x 120VAC 20A CIRCUIT

RACK ID:	C101-3
RACK DIMENSIONS / TYPE:	19” 44RU / OPEN FRAME
RACK POWER:	8 x 120VAC 20A CIRCUIT

RACK ID:	C101-4
RACK DIMENSIONS / TYPE:	19” 44RU / OPEN FRAME
RACK POWER:	13 x 120VAC 20A CIRCUIT

GRUCom CO-LOCATION AGREEMENT

WYKS

EXHIBIT “A” - RACK SPACE DETAILS (CONTINUED)



GRUCom CO-LOCATION AGREEMENT

WYKS

EXHIBIT "B" - TOWER SPACE DETAILS

ATTACHMENT LOCATION(S): Space provided at the 375 (approximate) and 345 (approximate) foot levels of the Tower sufficient for the placement and affixing of antennas and lines in accordance with County's needs, subject to the structural limitations of the Tower.

EQUIPMENT LISTING:

ELEVATION	QTY	COMPONENT	PART NUMBER	DESCRIPTION
375	3	ANTENNA	DQBMR12HB1	ANT 15.4 DB DUAL 806-869 MHZ .75 STD
375	3	CABLE	L3599	AVA6-50 CABLE 1-1/4"
345	1	ANTENNA	DQBMR10HB1	ANT 13.4. DB GAIN PEANUT 806-869 MHZ
345	1	CABLE	L3323	AVA5-50 7/8"
345	1	AMPLIFIER	DS428E83I01T	TTA, NON DIVERSITY, 796-824 MHZ REDUNDANT LNA, TEST PORT, BYPASS
345	1	CABLE	L1705	LDF4-50A CABLE 1/2"

GRUCom CO-LOCATION AGREEMENT

WYKS

EXHIBIT “C” - MAKE READY DETAILS

MAKE READY: In consideration of the charges set forth in Section 25, GRUCom shall install the following amenities within the Building Space:

1. Closed Circuit Camera System
2. Wire Cage Fencing and Gate System
3. Proximity Card Access Control & Badge Reader System

COMPOSITE EXHIBIT "G"

USER AGREEMENTS FOR CITY AND GRU

PUBLIC SAFETY RADIO SYSTEM USER AGREEMENT

This agreement is between Alachua County, a political subdivision of the State of Florida (County) and City of Gainesville, a municipal corporation of the state of Florida (User), collectively referred to as Parties.

WHEREAS, Alachua County has purchased the Public Safety Radio System (PSRS), also known as the Trunked Radio System, previously owned by the City of Gainesville; and,

WHEREAS, it is in the public interest that public agencies have access to the PSRS for purposes of interoperability, and communication with the Combined Communications Center which provides county-wide dispatch services and allows for the efficient operation of local governments which use the PSRS; and

WHEREAS, the User operates a public safety agency that qualifies to use the frequencies allocated to the PSRS.

Therefore, the Parties agree as follows:

This agreement shall be effective as of 12:00 a.m. on January 1, 2024, and shall renew annually on October 1, unless terminated by the parties.

The Parties agree and acknowledge that the PSRS is and will remain under the sole control of County, including as required by the Federal Communications Commission (FCC) regulations. County hereby permits User to utilize the components of the PSRS required for interoperable communication, including the frequencies occupied by the PSRS and the talk groups assigned to User, subject to reasonable limitations on the foregoing as may be imposed by the County. User shall ensure that its use of the of the PSRS and the use of same by its employees, agents, vendors, and subcontractors shall strictly comply with the terms of this Agreement, any operating procedures or protocols as maybe established by County from time to time, and all applicable laws and regulations, including FCC regulations.

User agrees to abide by all applicable restrictions and limitations on the use of the PSRS as defined by the County or otherwise required by FCC regulations.

All of User's equipment must comply with County's technical specifications and requirements for such equipment utilizing the PSRS. County shall provide User with these technical specifications and requirements upon request and shall provide written notice to User of any material changes (including changes that would require replacement or upgrade of existing units) at least ninety (90) days in advance of any such material change.

User is solely responsible for the purchase of Subscriber Units (Radios and additional Dispatch Consoles), and any such purchase (including any required upgrade or reprogramming) will be at the expense of the User. Subscriber Units must be procured by User and must be approved in writing in advance by the Radio System Manager or County Contract Administrator; in all instances, User must obtain County written approval of the Subscriber Units prior to utilization on the PSRS. The user is also solely responsible for the costs of programming the Subscriber Units. Programming and reprogramming of Subscriber Units may only be performed by the County, unless otherwise expressly

approved in advance in writing by the Radio System Manager or County Contract Administrator, and such approval shall not be unreasonably withheld.

For all User's Subscriber Units, User shall meet or exceed the minimum maintenance standards as recommended by the Unit owner's manual. County may offer (but is not required to) and the User may utilize (but is not required to) maintenance services by County for Subscriber Unit maintenance at County's then-current rates. In all events, the User shall utilize only repair facilities or persons expressly approved in writing by County to maintain or repair any Subscriber Unit, and such approval shall not be unreasonably withheld.

User shall have access to system reports upon request.

User will pay to County \$78,119.50 in 12 equal monthly installments totaling \$937,434.00 annually for the first 2 years of the agreement. Thereafter User shall pay \$62,000.00 in 12 equal monthly installments for a total of \$750,000.00 annually which shall not increase for 3 additional years of this agreement. At the end of 5 years the payment for services under this agreement will be renegotiated to include a method for the calculation of user fees going forward. It is the intent of the parties that services will continue to be provided.

Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY

Alachua County
Fire Rescue Chief
Harold Theus
911 SE 5th St.
Gainesville, FL 32601

NOTICE TO USER

City of Gainesville
200 E University Avenue
Gainesville, FL 32601

Sovereign Immunity. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the County or the User to the extent sovereign immunity may be applicable.

In the event that the purchase by the County of the Public Safety Radio System be held invalid and the PSRS be returned to the ownership and operation of the City of Gainesville, this agreement will cease to have any effect as of the turnover. All amounts due under this agreement will be payable based upon a pro-rata calculation of the time that the County operated the PSRS. The County shall not be held

responsible for any costs or damages resulting from a reversion of the ownership of the PSRS under this paragraph.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein as dated below.

CITY OF GAINESVILLE, FLORIDA

Printed Name: Harvey Ward

Title: Mayor

Date:

WITNESS

Printed Name: Kristen J. Bryant

Title: Interim City Clerk

Date:

Approved for Legal Sufficiency

Daniel M. Nee, City Attorney

ALACHUA COUNTY, FLORIDA

Printed Name: Mary C. Alford

Title: Chair

Date:

ATTEST:

Printed Name: J.K. "Jess" Irby

Title: Clerk of Court

Date:

Approved as to form:

County Attorney's Office

PUBLIC SAFETY RADIO SYSTEM USER AGREEMENT

This agreement is between Alachua County, a political subdivision of the State of Florida (County) and City of Gainesville, a municipal corporation of the state of Florida ("City"), d/b/a GRUCom, by and through the Gainesville Regional Utilities Authority ("GRUA"), a unit of the City with the authority to bind the City, created pursuant to Chapter 2023-348, Laws of Florida (User), collectively referred to as Parties.

WHEREAS, Alachua County has purchased the Public Safety Radio System (PSRS), also known as the Trunked Radio System, previously owned by the City of Gainesville; and,

WHEREAS, it is in the public interest that public agencies have access to the PSRS for purposes of interoperability, and communication with the Combined Communications Center which provides county-wide dispatch services and allows for the efficient operation of local governments which use the PSRS; and

WHEREAS, the User operates a public safety agency that qualifies to use the frequencies allocated to the PSRS.

Therefore, the Parties agree as follows:

This agreement shall be effective as of 12:00 a.m. on January 1, 2024 and shall renew annually on October 1, unless terminated by the parties.

The Parties agree and acknowledge that the PSRS is and will remain under the sole control of County, including as required by the Federal Communications Commission (FCC) regulations. County hereby permits User to utilize the components of the PSRS required for interoperable communication, including the frequencies occupied by the PSRS and the talk groups assigned to User, subject to reasonable limitations on the foregoing as may be imposed by the County. User shall ensure that its use of the of the PSRS and the use of same by its employees, agents, vendors, and subcontractors shall strictly comply with the terms of this Agreement, any operating procedures or protocols as maybe established by County from time to time, and all applicable laws and regulations, including FCC regulations.

User agrees to abide by all applicable restrictions and limitations on the use of the PSRS as defined by the County or otherwise required by FCC regulations.

All of User's equipment must comply with County's technical specifications and requirements for such equipment utilizing the PSRS. County shall provide User with these technical specifications and requirements upon request and shall provide written notice to User of any material changes (including changes that would require replacement or upgrade of existing units) at least ninety (90) days in advance of any such material change.

User is solely responsible for the purchase of Subscriber Units (Radios), and any such purchase (including any required upgrade or reprogramming) will be at the expense of the User. Subscriber Units must be procured by User and must be approved in writing in advance by the Radio System Manager or County Contract Administrator; in all instances, User must obtain County written approval of the Subscriber Units prior to utilization on the PSRS. The user is also solely responsible for the costs of programming the Subscriber Units. Programming and reprogramming of Subscriber Units may only be performed by the County, unless otherwise expressly approved in advance in writing by the Radio System Manager or County Contract Administrator, and such approval shall not be unreasonably withheld.

For all User's Subscriber Units, User shall meet or exceed the minimum maintenance standards as recommended by the Unit owner's manual. County may offer (but is not required to) and the User may utilize (but is not required to) maintenance services by County for Subscriber Unit maintenance at County's then-current rates. In all events, the User shall utilize only repair facilities or persons expressly approved in writing by County to maintain or repair any Subscriber Unit, and such approval shall not be unreasonably withheld.

User shall have access to system reports upon request.

User will pay to County **\$13,722.25** in 12 equal monthly installments totaling **\$164,667** annually for a period of 5 years. At the end of 5 years the payment for services under this agreement will be renegotiated to include a method for the calculation of user fees going forward. It is the intent of the parties that services will continue to be provided.

Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change.

NOTICE TO COUNTY

Alachua County
Fire Rescue Chief
Harold Theus
911 SE 5th St.
Gainesville, FL 32601

NOTICE TO USER

City of Gainesville, d/b/a GRUCom
200 E University Avenue
Gainesville, FL 32601

Sovereign Immunity. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the County or the User to the extent sovereign immunity may be applicable.

In the event that the purchase by the County of the Public Safety Radio System be held invalid and the PSRS be returned to the ownership and operation of the City of Gainesville, this agreement will cease to have any effect as of the turnover. All amounts due under this agreement will be payable based upon a pro-rata calculation of the time that the County operated the PSRS. The County shall not be held responsible for any costs or damages resulting from a reversion of the ownership of the PSRS under this paragraph.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein as dated below.

CITY OF GAINESVILLE, D/B/A GRUCom

Printed Name:

Title:

Date:

WITNESS

Printed Name:

Title:

Date:

Approved for Legal Sufficiency

_____, Attorney

ALACHUA COUNTY, FLORIDA

Printed Name: Mary C. Alford

Title: Chair

Date:

ATTEST:

Printed Name: J.K. "Jess" Irby

Title: Clerk of Court

Date:

Approved as to form:

County Attorney's Office

EXHIBIT "H"
CITY BOND RESOLUTION CERTIFICATE

CERTIFICATE

I, Claudia Rasnick, the Utility Chief Financial Officer of the City of Gainesville, Florida (the "City"), and an Authorized Officer of the City, in connection with the sale by the City of its trunked radio system to Alachua County, Florida ("Alachua County") pursuant to the Interlocal Agreement for Purchase and Sale of the Trunked Radio System between the City and Alachua County (the "Purchase Contract") dated as of September 30, 2023, DO HEREBY CERTIFY as follows:

1. This Certificate has been executed pursuant to Section 707(2) of the Second Amended and Restated Utilities System Revenue Bond Resolution adopted by the City on September 21, 2017 incorporating by reference in Resolution No. 170395, as amended, including by the Thirtieth Supplemental Utilities System Revenue Bond Resolution No. 180747 adopted by the City on February 21, 2019 (collectively, the "Master Resolution") (terms used herein in capitalized form having the meanings given to those terms in the Master Resolution).
2. Pursuant to Section 707(2) of the Master Resolution, the City may sell or exchange at any time and from time to time any property or facilities constituting part of the System only if it shall determine that the sale or exchange of such property or facilities will not impair the ability of the City to comply during the current or any future Fiscal Year with the provisions of Section 710 of the Master Resolution. The undersigned has determined that the sale of the trunked radio system pursuant to the Purchase Contract will not impair the City's ability to comply during the current or any future Fiscal Year with the provisions of Section 710 of the Master Resolution.
3. Furthermore, in accordance with Section 707(2) of the Master Resolution the proceeds of the sale will be deposited in the Debt Service Fund and used to provide for the payment of principal and interest on a Series of Bonds as such Bonds shall become due as set forth in Schedule I attached hereto.

Witness my hand this ____ day of _____, 2023.

Claudia Rasnick, Utility Chief Financial Officer

EXHIBIT “H”, Schedule “I”

TRS DEBT SERVICE SCHEDULE as of 10/1/2023* **

Date	Principal	Interest	TOTAL
4/1/2024		155,269	
10/1/2024	347,405	155,269	657,943
4/1/2025		152,246	
10/1/2025	545,461	152,246	849,953
4/1/2026		146,431	
10/1/2026	553,627	146,431	846,489
4/1/2027		140,529	
10/1/2027	506,153	140,529	787,211
4/1/2028		135,333	
10/1/2028	515,625	135,333	786,291
4/1/2029		130,033	
10/1/2029	446,969	130,033	707,035
4/1/2030		111,757	
10/1/2030	495,744	111,757	719,258
4/1/2031		104,715	
10/1/2031	549,454	104,715	758,884
4/1/2032		97,089	
10/1/2032	561,157	97,089	755,335
4/1/2033		89,292	
10/1/2033	576,179	89,292	754,763
4/1/2034		81,388	
10/1/2034	504,328	81,388	667,104
4/1/2035		74,435	
10/1/2035	456,849	74,435	605,719
4/1/2036		67,932	
10/1/2036	464,968	67,932	600,832
4/1/2037		61,292	
10/1/2037	101,430	61,292	224,014
4/1/2038		59,848	
10/1/2038	103,397	59,848	223,093
4/1/2039		58,376	
10/1/2039	0	58,376	116,752
4/1/2040		58,376	
10/1/2040	0	58,376	116,752
4/1/2041		58,376	
10/1/2041	412,607	58,376	529,359
4/1/2042		51,626	
10/1/2042	427,910	51,626	531,162
4/1/2043		44,618	
10/1/2043	522,105	44,618	611,341
4/1/2044		36,448	
10/1/2044	542,317	36,448	615,213

4/1/2045		27,959	
10/1/2045	575,447	27,959	631,365
4/1/2046		18,999	
10/1/2046	598,045	18,999	636,043
4/1/2047		9,686	
10/1/2047	621,866	9,687	641,239
	<hr/> 10,429,043	<hr/> 3,944,107	<hr/> 14,373,150

* Debt may be redeemed earlier than scheduled if economics are favorable and feasible.

** Sale proceeds may be utilized for other GRUCom debt if economics are favorable and feasible.

**EXHIBIT “I”
ESTOPPEL AGREEMENT**

ESTOPPEL AGREEMENT

THIS ESTOPPEL AGREEMENT is made and entered into this ____ day of _____, 2023 (the “Effective Date”), 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 (the “City”). Collectively hereinafter the County and City are referred to as the “Parties” or individually as a “Party.”

WHEREAS, the City owns, and the Gainesville Regional Utilities Authority (“GRUA”), as a unit of the City, manages, controls and operates 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 is considered an asset of the utility system; and

WHEREAS, pursuant to Chapter 2023-348, Laws of Florida, the GRUA has the authority to dispose of the utility system assets to the extent and under the conditions that the City Commission may dispose of such assets, without approval of the City Commission; and

WHEREAS, pursuant to Section 7.10(1) of Article VII of the City Charter, “The City and the Authority shall perform all acts necessary and proper to effectuate an orderly transition of the governance, operation, management, and control of all utility systems, properties, and assets held in possession of GRU as of January 1, 2023, to the Authority;” and

WHEREAS, in furtherance of the transfer the City and County entered into an Interlocal Agreement Between Alachua County and the City of Gainesville for the Acquisition of the Trunked Radio System recorded in the Official Records of Alachua County on June 30, 2023, Book 5102, Page 2146, which established the general understanding of the Parties (the “June 2023 Interlocal Agreement”); and

WHEREAS, in September 2023, the City and the County approved the first amendment to the June 2023 Interlocal Agreement to extend its term, as well as all dates and deadlines referenced therein, through December 31, 2023 (the “First Amendment”); and

WHEREAS, the GRUA approved the Interlocal Agreement for Purchase and Sale of the System (“Purchase Agreement”), a copy of which is attached hereto as **Exhibit A**, at its public meeting on December 6, 2023, and the County approved this Estoppel Agreement and conditionally approved the Purchase Agreement at its public meeting on December 12, 2023, upon the condition precedent that the City approve and execute this Estoppel Agreement; and

WHEREAS, in addition to other good and valuable consideration for the City’s approval of this Estoppel Agreement, the County is purchasing the City owned TRS assets for \$8 Million

dollars and providing both the GRUA and the City with reasonable fixed five (5) year terms of use of the TRS system; and

WHEREAS, the City represents and warrants to the County that the transaction between the County and GRUA will not violate any City charter provision, city contract, or lease, or covenant contained in any bond or debt instrument of the City; and

WHEREAS, the City Commissioner in recognition of the validity of the transaction between the County and the GRUA and in support of the sale of the TRS to the County, and as a show of good faith desires to enter into this Estoppel Agreement expressly consenting to the sale and waiving any claims related to the sale.

NOW, THEREFORE, in consideration of the foregoing recitals and benefits to be derived from the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County hereby agree upon the following terms and conditions:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein.
2. Authority of GRUA. The City agrees, represents and warrants to the County that pursuant to Article VII of the City Charter the GRUA has the authority to enter into the Purchase Agreement on behalf of the City and to bind the City as to all the representations, warranties, terms and conditions of the Purchase Agreement without separate approval of the Purchase Agreement by the City Commission.
3. Waiver/Estoppel. The City, its agents, attorneys, successors and assigns hereby release and forever waive against the County, its officers, directors, administrators, current and former employees, agents, board members, attorneys, successors and assigns any and all claims, demands, damages, actions, causes of action or suits, and all claims and counter-claims, either known or unknown, or that could have been made related to the validity of the Purchase Agreement and authority of the GRUA to enter into the Purchase Agreement with the County, GRUA's authority to bind the City to the representations, warranties, terms and conditions of the Purchase Agreement, and GRUA's authority to sell and transfer the TRS assets to the County.
4. The City acknowledges and agrees that this Estoppel Agreement is voluntarily entered into and is the final and full expression of the estoppel. The City acknowledges it has read this Estoppel Agreement, had the opportunity to seek and receive the advice of counsel, and understood the meaning and effect of this Estoppel Agreement.
5. The Parties acknowledge and agree that the County is reasonably relying in good faith on the City's execution of this Estoppel Agreement as a material inducement for the County to enter into the Purchase Agreement.
6. This Estoppel Agreement is effective upon the date first written above. Both Parties hereby represent and warrant that they have the sole right and exclusive authority to execute this

Estoppel Agreement on their own behalf and have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Estoppel Agreement.

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

ALACHUA COUNTY, FLORIDA

Mary C. Alford, Chair

ATTEST:

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

APPROVED AS TO FORM:

County Attorney's Office

CITY OF GAINESVILLE, FLORIDA

Harvey Ward, Mayor

ATTEST:

Kristen J. Bryant, Interim City Clerk

APPROVED AS TO FORM AND LEGALITY:

Daniel M. Nee, City Attorney

Exhibit A
Purchase Agreement