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J.K. JESS IRBY, ESQ.--Clerk  
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**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 53<sup>rd</sup> 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 1<sup>st</sup> 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: [Signature]

By: [Signature]

Name: Tony Cunningham

Name: MARY C. ALFORD

Title: CEO / GM

Title: CHAIR

Date: 12/08/23

Date: 12/22/23

Approved as to Form and Legality:

[Signature]  
Utilities Attorney  
Daniel M. Nee  
City Attorney

APPROVED AS TO FORM

[Signature]  
ALACHUA COUNTY ATTORNEY

(SUPPLEMENTAL INFORMATION AND ATTACHMENTS TO FOLLOW)

ATTEST:

[Signature]  
J.K. "Jess" Irby, Esq.  
Clerk



**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

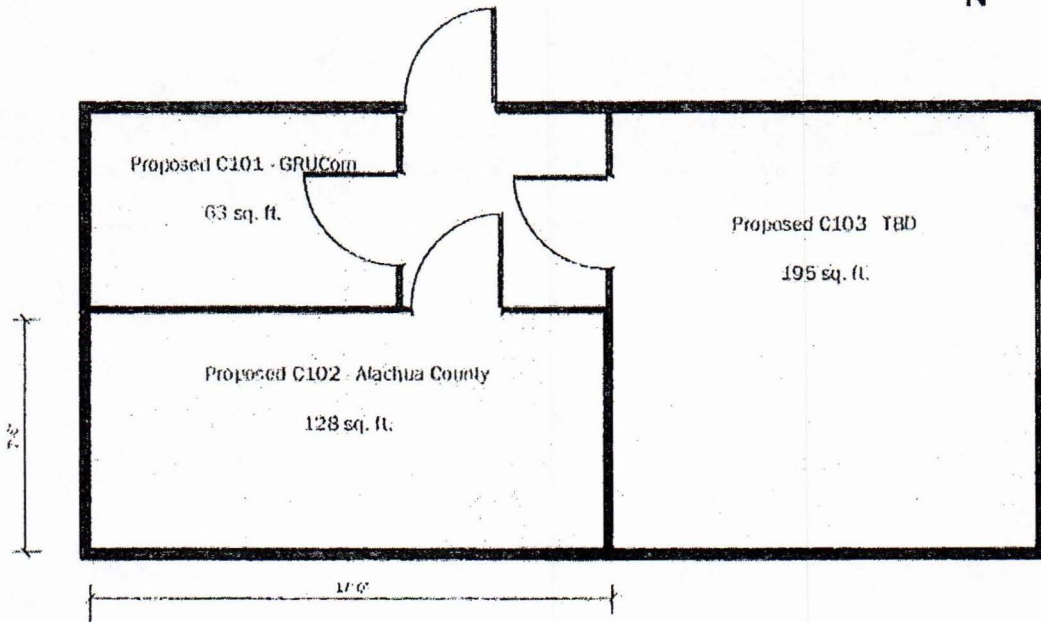
**RACK ID:** C102-6  
**RACK DIMENSIONS / TYPE:** 19" 48RU / CLOSED FRAME  
**RACK POWER:** 8 x 120VAC 20A CIRCUIT

GRUCom CO-LOCATION AGREEMENT

MILLHOPPER

EXHIBIT "A" - RACK SPACE DETAILS (CONTINUED)

MILLHOPPER



**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	DQBMR12HB1	ANT 15.4 DB DUAL 806-869 MHZ .75 STD
435	3	CABLE	L3599	AVA6-50 CABLE 1-1/4"
480	1	ANTENNA	DQBMR10HB1	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