



Wednesday, December 6, 2023, 5:30 p.m.

GRU Administration Building

301 SE 4th Avenue

Gainesville, FL 32601

Authority Members

Craig Carter - Chair

James Coats, IV - Vice-Chair

Robert Karow - Member

Eric Lawson - Member

Vacant

If you have a disability and need accommodation in order to participate in this meeting, please call (352) 334-5051 at least two business days in advance. TTY (Text Telephone Telecommunication Device) users please call 711 (Florida Relay Service). For Speech to Speech (STS) relay, please call 1-877-955-5334. For STS Spanish relay, please call 1-877-955-8773. For STS French Creole relay, please call 1-877-955-8707.

A. CALL TO ORDER

Agenda Statement: The Gainesville Regional Utilities Authority encourages civil public speech. The Gainesville Regional Utilities Authority expects each person entering this chamber to treat others with respect and courtesy. Speakers are expected to focus on agenda items under discussion. Signs, props, posters, food, and drinks should be left outside the auditorium.

B. ROLL CALL

C. INVOCATION

D. PLEDGE OF ALLEGIANCE

E. GENERAL PUBLIC COMMENT (for items not on the agenda, not to exceed 30 minutes total)

F. ADOPTION OF THE AGENDA

G. APPROVAL OF MINUTES

1. Minutes of the November 1, 2023 GRU Authority Meeting
2. Minutes of the November 15, 2023 GRU Authority Workshop

H. GENERAL MANAGER REMARKS

I. BUSINESS DISCUSSION ITEMS

1. **2023-1148 Liquidity Facility Options May 2024 (B)**
Department: GRU/Budget, Finance and Accounting

Description: This item is related to the renewal or replacement of liquidity facilities supporting GRU variable rate demand bonds Series 2005C, 2006A and 2012B that have scheduled termination dates in May of 2024 and other similar liquidity and credit facilities.

Fiscal Note: Failing to renew or replace the liquidity facilities supporting the Series 2005C, 2006A and 2012B bonds would require GRU to pursue alternative options which involve redeeming the underlying bonds with GRU's cash, accessing the line of credit or using the term-out option. These alternatives could have significant negative impacts on GRU's liquidity, bond ratings, and rates.

Recommendation: The GRU Authority authorize the CEO/GM to initiate a simultaneous process to 1) issue an RFP soliciting proposals for renewing/replacing the liquidity facilities supporting GRU's Series 2005C, 2006A and 2012B variable rate demand bonds, 2) pursue negotiations of an extension of these liquidity facilities with Barclays and 3) seek legislative fixes to charter amendments to provide for additional clarity for the extension or replacement of the liquidity facilities. The GRU Authority adopt the proposed resolution 1) authorizing the extension of all existing credit enhancement facilities with respect to certain outstanding variable rate utilities system revenue bonds, 2) authorizing an advance on the lines of credit if any existing credit enhancement facilities are unable to be extended or substituted and 3) requesting the City Commission of the City of Gainesville to take certain actions in connection therewith consistent with Section 7.10 (1) of the Charter which provides for the City to perform all actions necessary and proper to effectuate the orderly transition of governance.

2. **2023-1149 Expanded Discussion of November 15, 2023 Topics, Including the Flow of Funds, GFT/GSC and Debt Reduction (B)**

Department: GRU/ Budget, Finance, and Accounting

Description: This item covers a discussion of expanded GRU Authority (Authority) requests originating from the Authority workshop on November 15th.

Fiscal Note: None at this time.

Recommendation: The Authority receive the presentation from staff and take action as deemed appropriate.

3. **2023-1150 Interlocal Agreement Between Alachua County And The City Of Gainesville For The Acquisition Of The Trunked Radio System (B)**

Department: GRU/GRUCom

Description: GRUCom and Alachua County staff have finalized the "Interlocal Agreement between Alachua County and the City of Gainesville for the Acquisition of the Trunked Radio System".

Fiscal Note: \$8,000,000 cash payment in return for the sale of the Trunked Radio System to Alachua County at closing

Recommendation: GRUA authorize the GRUA chair and the general manager or designees to execute the Purchase and Sale Agreement of the Public Safety Radio System to Alachua County subject to approval by the City Attorney as to form and legality. Consistent with the City Charter to do all things necessary to effectuate an orderly transition of management, operation, and control of the utilities from the City to the Authority, GRUA authorize City Attorney to request City Commission to enter into Estoppel agreement with County

4. 2023-1151 Discussion of the General Manager/CEO Position at GRU (NB)

Department: GRU Authority

Description: This item is being included per the request of the GRU Authority in order to evaluate the General Manager/CEO position of Gainesville Regional Utilities.

Fiscal Note: None at this time

Recommendation: GRU staff recommend that the GRU Authority discuss this topic further per GRU Authority members prior requests.

J. MEMBER COMMENT

K. ADJOURNMENT



Gainesville Regional Utilities Authority
MINUTES

November 1, 2023, 5:30 p.m.
GRU Administration Building
301 SE 4th Avenue
Gainesville, FL 32601

Members Present: Chair Craig Carter, Vice-Chair James Coats, IV, Robert Karow, Eric Lawson

A. CALL TO ORDER

Chair Carter called the meeting to order at 5:31pm

B. ROLL CALL

Members Karow, Lawson, Coats and Carter all present

C. INVOCATION

Chair Carter provided the invocation and mentioned we will be looking for volunteers to lead the invocation in the future.

D. PLEDGE OF ALLEGIANCE

Chair Carter led the pledge of allegiance.

E. GENERAL PUBLIC COMMENT (for items not on the agenda, not to exceed 30 minutes total)

Chair Carter called for the Public Comment and shared the rules for public comment.

-Jim Konish

-Debbie Martinez

-Jeffery Shapiro

-Jo Beatty

- Joe Little
- Robert Hutchinson
- Ernesto Martinez
- Jennifer Davis

F. APPROVAL OF CONSENT AGENDA

Moved by Vice-Chair Coats
Seconded by Robert Karow

Approved

**1. 2023-1071 Letter of Support for Gainesville Regional Utilities
Sweetwater Branch Bank Stabilization Project Grant Application (B)**

Approved on consent

Recommendation: The GRU Authority authorize the chair to execute a letter of support for the project grant application.

G. ADOPTION OF AGENDA

Member Coats made a motion.

Member Karow stated this is not the best place to address this issue or provide this platform

Chair Carter inquired how to handle this.

Attorney Dan Nee mentioned the best practice of public notice prior to items being on the agenda for the public, staff, etc.

Member Lawson suggested that we add these items to a future agenda and some of them align with some of the items that Member Coats would like to discuss.

Member Karow mentioned that he agrees with some of those items. And he states that he disagrees with Member Coats item regarding the GM/CEO and asked that we give him an opportunity to address those issues.

Chair Carter mentioned that Member Coats needs a second or consider revising his motion to be more clear.

Member Coats' motion died for lack of a second.

Member Lawson and Member Karow stated that we can discuss these items in the future and address them at the workshop.

Public Comment

-Jim Konish

Moved by Vice-Chair Coats

Vice Chair Coats made a motion that the agenda be adopted with the following modifications.

Remove # 4 on the business items discussion.

Add the following to the agenda:

+Hiring a GRU attorney

+Government Services Contribution/Rate Increase

+Tony Cunningham's employment

+Give 5 min. to Robert Hutchinson speak to the litigation of the public against the state's

decision

Died for lack of second

Amendment:

Moved by Eric Lawson

Seconded by Robert Karow

Member Lawson made a motion to adopt the agenda as presented.

Approved

H. APPROVAL OF MINUTES

Member Lawson motioned for the approval of the minutes

Member Karow second the motion

The approval of the minutes passed.

1. Minutes of the October 4, 2023 GRU Authority Meeting

I. GENERAL MANAGER REMARKS

The GM/CEO shared about the GRU employees who received TEAM awards for FY23.

1. 2023-1073 Recognition of 2023 TEAM Employee Award Winners (B)

The GM/CEO went through each employee and the award category they received.

- 2 of our IT folks appeared for the meeting (the Enterprise Data Team: Xidan and Jarnail)

Recommendation: Hear a presentation from staff.

J. BUSINESS DISCUSSION ITEMS

1. 2023-1061 Presentation for Gainesville Regional Utilities Authority (GRUA) regarding the Interlocal Agreement between Alachua County and the City Of Gainesville for the Acquisition of the Trunked Radio System (B)

Chair Carter stated that we are asking for the acquisition of TRS but that GRU will come back to the board for the final sale of TRS.

GRU Employee Lewis Walton shared presentation on TRS.

Chair Carter spoke on the item and stated it is a positive step forward and a good relationship to maintain (i.e. the county).

Public Comment:

-Jim Konish

-Robert Hutchinson

-Angela Casteel

-Harold Theus

Passed unanimously.

Moved by Robert Karow

Seconded by Eric Lawson

Recommendation: The GRUA authorize the general manager to move forward with finalizing the Purchase and Sale Agreement of the Public Safety Radio System to Alachua County.

Approved

2. 2023-1062 Bond Validation Process (B)

Mike Weiner - partner with Holland & Knight _ Shared presentation with the board prepared by GRU staff on the item at hand.

Chair Carter mentioned the cost regarding the Bond Validation. Wide margin of what the cost might be. Received additional feedback/input regarding the importance of the bond validation given the current bill, etc. The Chair is in favor of the motion.

Mike Weiner provided additional information regarding the judicial process and the lack of clarity regarding the process until we're actually there.

Public Comment:

-Jim Konish

-Robert Hutchinson

Passed unanimously.

Moved by Eric Lawson

Seconded by Robert Karow

Recommendation: The Authority approve GRU to move forward with the bond validation process.

Approved

3. 2023-1063 Renewal or Replacement of Liquidity Facilities (B)

The GM/CEO stated that this is just informational, and that we are not seeking action for this item.

Staff shared presentation on the item at hand.

No action Needed due to it being informational only.

Recommendation: The Authority accept notification that GRU is moving forward with renewal or replacement of liquidity facilities that have a scheduled termination date of May 2024.

Heard

4. 2023-1064 Request for Approval of FY25-26 Budget Calendar (B)

Employee Mark Benton provided a presentation on the FY25-26 budget calendar and clarified that it is really for FY25.

Public Comment:

-Jim Konish

Chair Carter has a question: Why do we present the budget to the City of Gainesville on July 1st.

Mark Benton stated he thinks that GRU has to present the budget calendar for approval by the City Commission but is uncertain.

The City Attorney directed the board to the City Charter and shared what it states regarding this topic. He does mention that the City Commission should not direct.

Passed unanimously.

Moved by Vice-Chair Coats

Seconded by Eric Lawson

Recommendation: The Authority approve the FY 25-26 budget calendar.

Approved

5. 2023-1065 Approval of Code of Business Conduct for the Gainesville Regional Utilities Authority (B)

The GM/CEO introduced the item and provided some additional information regarding the item.

Public Comment:

-Jim Konish

Passed unanimously.

Moved by Vice-Chair Coats

Seconded by Robert Karow

Recommendation: The Authority discuss the draft code of business conduct and adopt as is or provide direction to staff on changes.

Approved

6. 2023-1066 Adoption of the State of Florida Code of Ethics for the Gainesville Regional Utilities Authority (the Authority) (B)

The GM/CEO introduced the item and provided some additional information regarding the item.

Public Comment:

None

Passed Unanimously.

The Chair recommended that everyone review the revised sunshine law.

Moved by Vice-Chair Coats

Seconded by Eric Lawson

Recommendation: The Authority adopt the State of Florida Code of Ethics.

Approved

7. 2023-1074 Items for Gainesville Regional Utilities Authority Board to Consider for Future Meeting Agendas (NB)

The GM/CEO introduced the item and provided additional information.

Chair Carter stated that he and the GM/CEO create the agenda, with consideration of other items requested by other board members.

Vice Chair Coats asked for the following items to be considered:

+Hiring a GRU attorney.

+Government Services Contribution/Rate Increase

+Tony Cunningham's employment

+Give 5 min. to Robert Hutchinson speak to the litigation of the public against the state's decision.

Member Lawson: would support a workshop and would like to discuss independent legal counsel and attorney/client privilege, the debt reduction plan and what alternatives have been considered, as well as the net metering and voided costs and what the policies are on this topic and would like to know more about the Integrated Resource Plan.

Member Karow: Would like to discuss the power plants and power mix (fuels sources).

The Chair requested dates for a workshop prior to Thanksgiving.

Public Comment:

-Jim Konish

-Jo Beatty

-Angela Casteel

Passes unanimously.

Moved by Vice-Chair Coats

Seconded by Robert Karow

Recommendation: Staff recommends that the Authority determine which items they would like to discuss and when each item should be discussed.

Approved as Recommended

K. MEMBER COMMENT

Chair Carter - discussed the difficulty of having the City Attorney be present vs. an independent counsel. He stated that we are having conversations with various people and looking into our budgets, etc.

Member Lawson - Thanked the leadership and staff for the tours/orientations.

Member Karow - Seconded what Member Lawson said about tours/orientation and staff.

Vice-Chair Coats - Stated that he will continue to look into issues related to the utility and then asked the other members if they would like him to resign.

Chair Carter stated that he and the other members want to continue to work with him for the good of the utility.

L. ADJOURNMENT

Vice-Chair Coats made a motion to adjourn the meeting.

Meeting was adjourned at 8:02pm

Workshop Debrief

Nov. 15, 2023



Staff Notes

- Compared to GSC of other utilities
- Can GSC overpayment be recovered?
- GSC to true up/claw back?
- Legal repercussions of ending GSC

Recommended Action

- ✓ Workshop/Special Meeting
- Informational Item at regular meeting
- Incorporate into budget process

Staff Notes

- Explore options to increase reductions
- Include customer rate impacts
- Examine interest/principal ratio
- Rebalance debt with CoG

Recommended Action

- ✓ Workshop/Special Meeting
- Informational Item at regular meeting
- Incorporate into budget process

Staff Notes

- Cost of service study
 - Residential/ Commercial Comparison
 - Tiers
- Present results to Authority

Recommended Action

- Workshop/Special Meeting
- Informational Item at regular meeting
- Incorporate into budget process

Staff Notes

- Emphasized cost offset
- Confirm role of City Attorney
- Legal advisor hired via RFP
- Consider legislative action to clarify or modify

Recommended Action

- ✓ Workshop/special meeting
- Informational Item at regular meeting
- Incorporate into budget process

Staff Notes

- Provide itemized costs (capital, O&M, and fuel) for each scenario
- Ensure all costs are considered in alternatives

Recommended Action

- ✓ Workshop/special meeting
- Informational Item at regular meeting
- Incorporate into budget process

Staff Notes

- Present every option for recovering costs
- Address subsidization

Recommended Action

- ✓ Workshop/special meeting
- ✓ Informational Item at regular meeting
- Incorporate into budget process

Date	Budget	Priority Topics	Format	Action Required
Dec. 6		Liquidity Facilities Resolution and Presentation; GSC (History and Projections); Net Debt-Reduction; Ratings/Ratings Agencies TRS	Regular meeting	X
Dec. 13		Strategic - Vision/Mission/Objectives Discuss Direction Discuss Direction of Leadership	Special meeting	X
Jan. 3	Debt Overview	Revised Net-Debt Reduction Plan, GSC	Regular meeting	X
Jan. 17		IRP Preliminary Results	Workshop	
Feb. 7		SLA/MOU Discussion; GRUCom Path Forward	Regular meeting	
March 6		Net Metering Discussion Cost of Service Study Results	Regular meeting	
March 20		SLA/MOU Recommendations	Special meeting	X
April 3	Customer, Sales & Revenue Forecasts	Legislative Updates Independent Legal Counsel Cost Offset	Regular meeting	X
April 17		Integrated Resource Plan Approval	Special meeting	X
May 1	Proposed Fuels Budget/Fuel Adj.; Millage/Levelization Process; Connection Charges; Lighting Fees	Net metering rates	Regular meeting	X
May 15	Proposed FY25 O&M/Capital Budget		Workshop	
June 5	GM presents final budget		Regular meeting	X
June 19	Authority approves and submits to City Comm.		Special meeting	X
July 3			Regular meeting	
Aug. 7			Regular meeting	
Sept. 4	Authority establishes rates and budget		Regular meeting	
Oct. 2				



Gainesville Regional Utilities Authority
MINUTES

November 15, 2023, 4:30 p.m.
GRU Administration Building
301 SE 4th Avenue
Gainesville, FL 32601

Members Present: Chair Craig Carter, Vice-Chair James Coats, IV, Robert Karow, Eric Lawson

A. CALL TO ORDER

Member Karow - Present
Member Lawson - Present
Vice Chair Coats - Present
Chair Carter - Present

B. ADOPTION OF THE AGENDA

The Chair asked to adopt the agenda:
Motioned by Member Lawson
Seconded by Member Karow
Chair Carter - Addressed public comment and whether we should have it.
Member Lawson made a motion and Member Karow seconded the motion.
+Public Comment
-Jim Konish
-Debbie Martinez
-Jo Beatty
-Tammy Robbins

Ayes have it for the adoption of approving General Comment:

+General Comment

-Jim Konish

-Debbie Martinez

-Jo Beatty

-Mr. Martinez

C. GM Introduction

The GM/CEO introduced the structure for the workshop and allotted 20 minutes for each item for discussion.

D. Chair Carter Remarks

Chair Carter spoke to the following:

-the creation of the agenda for the workshop

-code of conduct/decorum for meetings

-potential counsel for the utility (Scott Walker)

-evaluating the role of the CEO/GM

E. BUSINESS DISCUSSION ITEMS

1. 2023-1131 GRU Authority Priority Setting and Work Plan Development (B)

The CEO/GM provided a brief introduction for this item and the topics listed in the item as well as the Work Plan Calendar for FY24.

The CEO/GM went through the work plan step by step with the Authority board.

-Vice Chair Coats: asked about bond validation and who would be responsible for paying the cost.

+Inquired about SLAs that GRU has with the City

-The GM introduced discussion topics in the presentation

-The CFO introduced the 1st topic: Government Services Contribution (formerly the GFT)

+Member Lawson asked how our GFT compares to other utilities/communities

+Chair Carter asked about overpaying the GFT and recovering what we lost

-The CFO confirmed that the GFT was overpaid for some time and was not trued up.

+Chair Carter would like us to look at all of the options.

+Vice Chair Coats commented on the GSC and would like to determine what the legal

repercussions would be for stopping the payment of the GSC.

+Member Lawson inquired about the base rate and what options we have regarding the base rate.

-The CFO introduced the 2nd topic: GRU Net Debt-Reduction Plan

+Chair Carter - inquired about paying interest only on bonds

+Vice Chair Coats - Asked what the CFO would do

- the CFO mentioned her preference to pull the principle forward

+Member Lawson inquired about the 10 yr. debt reduction plan and what is the projected impact

to our bond ratings.

-Positive comments from Fitch on the current plan

-The CFO introduced the 3rd topic: GRU Utility Rates

+Chair Carter asked what would happen if we true it up to Zero.

-It would be devastating on our residential ratepayers

+Member Lawson asked if this cost shift is normal for other utilities

+Vice Chair Coats asked about rate increases

+Member Lawson inquired about the IRP

+Vice Chair Coats asked about labor increases and how they impact rates

-The CEO/GM introduced the 4th topic: Independent Legal Counsel

+Dan Nee emphasized reading the City Charter to understand the board's role and spent time

breaking down his role and the Authority's role.

+Vice Chair Coats stated that he is not supportive of ongoing usage of the City Attorney's Office

+Chair Carter asked if we can hire legal counsel

-City Attorney confirmed that we can but that the City Attorney's Office is responsible for

signing off on various items, including bond issuances, etc.

+Member Lawson - Looking for a cost offset in order to obtain legal counsel

+CEO/GM - shared that we would need to go out to bid per procurement policies

-The CSO introduced the 5th topic: Integrated Resource Plan (IRP)

+Member Lawson inquired about carbon neutrality and how that has impacted the utility

-The CSO shared about the previous IRP, the Solar agreement, upgrade of the Kelly

plant

+Chair Carter inquired about solar power and fossil generation costs

+Member Karow inquired about solar cost incurred

-The CSO introduced the 6th topic: Net Metering

Board took short recess

+GM/CEO presented on the Workshop Debrief and shared staff's summary of what was discussed during the initial workshop.

+Proposal for Bi-Monthly meetings/workshops in order to accomplish a business

transformation of GRU

Recommendation: Staff recommends that the Authority prioritize the aforementioned items, including scope and timing, and begin to develop a work plan for the coming year.

Discussed

F. MEMBER COMMENT

+Chair Carter -

-Requested that we keep the current furniture layout, sound equipment, etc. for future meetings.

+Vice Chair Coats -

-Move it to the December 6th meeting: discuss CEO/GM's employment

G. ADJOURNMENT

Adjourned at 7:20pm

Chair Craig Carter left the meeting at 7:20 pm.

Vice-Chair James Coats, IV left the meeting at 7:20 pm.

Robert Karow left the meeting at 7:20 pm.

Eric Lawson left the meeting at 7:20 pm.

File Number: 2023-1148

Agenda Date: December 6, 2023

Department: Gainesville Regional Utilities

Title: 2023-1148 Liquidity Facility Options May 2024 (B)

Department: GRU/Budget, Finance and Accounting

Description: This item is related to the renewal or replacement of liquidity facilities supporting GRU variable rate demand bonds Series 2005C, 2006A and 2012B that have scheduled termination dates in May of 2024 and other similar liquidity and credit facilities.

Fiscal Note: Failing to renew or replace the liquidity facilities supporting the Series 2005C, 2006A and 2012B bonds would require GRU to pursue alternative options which involve redeeming the underlying bonds with GRU's cash, accessing the line of credit or using the term-out option. These alternatives could have significant negative impacts on GRU's liquidity, bond ratings, and rates.

Explanation: GRU currently maintains four series totaling approximately \$172 million of outstanding variable rate demand bonds. These bonds reprice on a daily basis and the holders have the right to tender their bonds on a daily basis. The tendered bonds are then remarketed to new holders and the proceeds of the remarketing are used to pay bondholders who tendered their bonds for payment. Each of these series of bonds is supported by bank-provided liquidity facilities. In the event of a failed remarketing of tendered bonds where there are no purchasers for the tendered bonds, providers of these liquidity facilities are obligated to make payments to the underlying bondholders of such series. If GRU does not maintain these liquidity facilities, GRU would be at risk of having to immediately pay the cost of the tendered or failed remarketing which could be significant and in some of the series the credit facilities are required under the loan documents. These types of facilities are extremely common in the municipal marketplace. It is not feasible to administer a variable rate bond program without the use of these liquidity facilities. Through the use of these facilities and interest rate hedge agreements it was determined at the time of issuance that GRU was able to achieve lower debt service than if natural fixed rate bonds were issued.

The supporting liquidity facilities for three of these issues – Series 2005C, Series 2006A, and Series 2012B, have scheduled termination dates occurring in May of 2024. The current provider of all three facilities is Barclays Bank, and the total principal outstanding is ~ \$105 million.

Series	Series Type	Bond Series Final Maturity	Provider	Facility Termination Date	Remarketing Agent	Principal
2005 C	Daily VRDB	2026	Barclays	May 17, 2024	JP Morgan	3,090,000
2006 A	Daily VRDB	2026	Barclays	May 17, 2024	Goldman Sachs	2,985,000
2012 B	Daily VRDB	2042	Barclays	May 17, 2024	JP Morgan	98,610,000

The change in GRU's governance has created unique complexities to the traditional liquidity facility renewal/replacement process. Given the time required to consummate a facility renewal or replacement process it is necessary to begin this process in early December.

There are a number of options available to GRU for keeping these liquidity facilities in place to support these variable rate bonds:

- Execute a traditional competitive process to either renew or replace the facility provider;
- Negotiate an extension with Barclays as the current facility provider;
- Redeem the underlying bonds with GRU cash;
- Redeem the underlying bonds by accessing GRU's existing line of credit with U.S. Bank; and
- Exercise an up-to five year term-out clause in the current Barclays facility.

The matrix below outlines the projected costs for each alternative, compared against the "base case". The base case assumes the provisions of the current liquidity facility agreement are maintained through the final maturity of the longest series of bonds in 2042.

OPTION	STRATEGY	TOTAL COST	AMORTIZATION PERIOD	CHANGE FROM CURRENT FACILITY & FEE LEVEL
Base case	Current facility & fee level	170.2M	Amortized over 18 years	-
Option 1	Competitive process to renew or replace	174.0 M	Amortized over 18 years	3.8M > base case
Option 2	Negotiate an extension with Barclays	172.1 M	Amortized over 18 years	1.9M > base case
Option 3	Redeem \$105M VRDBs with cash on hand	104.7M	Immediate cash reduction	(65.5M) < base case
Option 4	Redeem \$105M VRDB with existing line of credit	226.0M	Amortized over 18 years	55.8M > base case
Option 5	Redeem \$105M VRDBs using 5 year term-out	137.5M	Amortized over 5 years	(32.7M) < base case

Options 3 and 5 above result in significantly less projected total cost than the other options. However, this is due to the fact that the payment period for these two options are far shorter (immediate payout and 5 year payout vs 18 year payout). These shorter payout period options present significant drawbacks:

- Significant impacts to liquidity;
- Rating agency downgrade risk, which could trigger higher fees for other GRU debt; and
- Potential need for rate increases to replenish cash.

The term-out alternative has additional drawbacks to these liquidity issues:

- It is a complicated and unusual transaction;
- It involves a high interest rate when employing the term-out provision;
- Potential risk that use of this process immediately accelerates the payment;
- Could potentially pose reputational risk since this is an uncommon transaction in the market; and
- Would likely be considered a material event under SEC disclosure rules requiring formal disclosure

Factoring in cost, impact on GRU liquidity, rating considerations and complexity of execution, pursuing Option 2 in conjunction with the Option 1 process of soliciting

competitive proposals to renew or replace these liquidity facilities seems to be the preferable path forward.

As has been addressed here, due to their scheduled termination in May of 2024, replacement or renewal of the liquidity facilities supporting the Series 2005C, 2006A, and 2012B bonds is a time-sensitive matter that, under “business as usual” conditions, would take 90-120 days to complete. For the sake of efficiency, the proposed resolution before the Board also authorizes the General Manager, Chief Financial Officer or his or her designee to extend or replace all existing credit enhancement facilities or to draw on the lines of credit to redeem such bonds if necessary. This authorization covers the following additional facilities not detailed above:

Series	Type	Provider	Termination Date	Remarketing Agent	Principal
2020 A	Taxable Line of Credit	Truist Bank	November 20, 2024	N/A	50,000,000
2018 A	Tax-Exempt Line of Credit	Truist Bank	November 30, 2024	N/A	25,000,000
2019 C	Daily VRDN	Bank of America	April 25, 2025	Bank of America	67,355,000
2022A/B	Revolving Line of Credit	Barclays	April 29, 2025	N/A	150,000,000

Recommendation: The GRU Authority authorize the CEO/GM to initiate a simultaneous process to 1) issue an RFP soliciting proposals for renewing/replacing the liquidity facilities supporting GRU’s Series 2005C, 2006A and 2012B variable rate demand bonds, 2) pursue negotiations of an extension of these liquidity facilities with Barclays and 3) seek legislative fixes to charter amendments to provide for additional clarity for the extension or replacement of the liquidity facilities. The GRU Authority adopt the proposed resolution 1) authorizing the extension of all existing credit enhancement facilities with respect to certain outstanding variable rate utilities system revenue bonds, 2) authorizing an advance on the lines of credit if any existing credit enhancement facilities are unable to be extended or substituted and 3) requesting the City Commission of the City of Gainesville to take certain actions in connection therewith consistent with Section 7.10 (1) of the Charter which provides for the City to perform all actions necessary and proper to effectuate the orderly transition of governance.

Renew or Replace Liquidity Facilities May 2024

December 6, 2023

May 2024 Liquidity Facility Options

- Providers of liquidity facilities make payments to underlying bondholders of GRU variable rate demand bonds and obligations in the event of a tender by a holder and a failed remarketing
- If GRU did not have these liquidity facilities, GRU would have to immediately pay the cost of the tender or failed remarketing
- GRU currently maintains three liquidity facilities with scheduled termination dates in May 2024

Series	Series Type	Provider	Termination Date	Remarketing Agent	Principal
2005 C	Daily VRDB	Barclays	May 17, 2024	JP Morgan	3,090,000
2006 A	Daily VRDB	Barclays	May 17, 2024	Goldman Sachs	2,985,000
2012 B	Daily VRDB	Barclays	May 17, 2024	JP Morgan	98,610,000

May 2024 Liquidity Facility Options

AMORTIZATION SCHEDULE: UNDERLYING VRDBS DEBT SERVICE (PRINCIPAL & INTEREST)			
	Series 2005C	Series 2006A	Series 2012B
2023	38,625	37,313	1,232,625
2024	38,625	37,313	1,232,625
2025	1,558,625	1,507,313	1,732,625
2026	1,589,625	1,533,938	1,226,375
2027			4,596,375
2028			4,384,250
2029			4,224,250
2030			4,015,750
2031			4,164,375
2032			4,205,688
2033			6,006,000
2034			6,163,313
2035			6,422,875
2036			6,533,375
2037			6,651,625
2038			6,772,500
2039			6,895,938
2040			6,921,875
2041			16,596,500
2042			16,944,188
Totals	3,225,500	3,115,877	116,923,127

May 2024 Liquidity Facility Options

- The change in governance may potentially add unique complexities to the traditional renewal/replacement process
- GRU will explore all the options available for keeping liquidity facilities in place to support these variable rate bonds
 1. Execute a traditional competitive process to renew or replace
 2. Negotiate an extension with the current facility provider Barclays
 3. Redeem the underlying bonds with GRU cash
 4. Redeem the underlying bonds by accessing our existing line of credit with U.S. Bank
 5. Exercise an up-to five-year “term-out” clause in the current Barclays agreement

May 2024 Liquidity Facility Options

Projected Total Cost of Current Agreement: “Base Case”

Projected cost is developed through:

- Projecting debt service cost for the variable bonds through maturity
- Assuming liquidity facilities will be maintained through final maturity at existing facility fee levels
- Total cost equals projected debt service plus cumulative facility fees through 2042 (final maturity)

Series	Final Maturity	Estimated Interest Rate	Projected Debt Service	Facility Fee	Total Debt Service & Facility Fees
2005 C	October 1, 2026	3.20%	3,400,000	54 Basis points	3,500,000
2006 A	October 1, 2026	3.22%	3,300,000	54 Basis points	3,400,000
2012 B	October 1, 2042	4.00%	153,300,000	54 Basis points	163,300,000
Total Projected Cost					170,200,000

Option 1: Traditional Competitive Process to Renew or Replace (Seek Replacement Facility from Other Banks)

Benefits:

- Familiar process – RFP, review & evaluation of responses, selection of bank & document negotiation
- GRU maintains current amortization schedule of the \$105M in underlying principal
- There are additional banks that can provide service and may not have reservations about governance change
- Could broaden GRU's population of banking counterparties

May 2024 Liquidity Facility Options

Option 1: Traditional Competitive Process to Renew or Replace (Seek Replacement Facility from Other Banks)

Drawbacks:

- Lengthy process, requiring several months; need to start process in December
- Uncertainty as to range of responses given complexities of governance change
- Would likely require updated disclosure document and ratings update, with potential downgrade risks
- Concerns over governance change could yield difficult legal terms and requirements which could result in higher fees

Projected Cost: Additional 20 basis points in facility fees, translating to \$3.8M in increased cost compared to base case over the life of the agreements through 2042. Does not include cost of a potential downgrade.

Option 2: Negotiate an Extension with Barclays

Benefits:

- Potentially straightforward process with amendment to current agreement
- Typically low cost option, does not require credit ratings and may not necessitate additional disclosure
- Barclays has indicated an interest in extending

Option 2: Negotiate an Extension with Barclays

Drawbacks:

- Barclays requires same set of legal opinions as existed for current agreement
- Without successful bond validation process completed, counsel may not be able to deliver these opinions without additional procedures
- Process may require:
 - Amendment to current House Bill 1645 language
 - Request by the GRU Authority to the City Commission that the City Commission adopt a resolution to facilitate extension and delegation of authority consistent with prior resolutions and other appropriate actions needed in connection with the changes to the charter
 - Could start process with Barclays and then fail to close but GRU could still incur legal and other costs

Projected Cost: Estimated 10 basis point increase in liquidity facility fee compared to base case = \$1.9M increase over the life of the agreements through 2042

May 2024 Liquidity Facility Options

Option 3: Redeem Underlying VRDBs with \$105 Million in Cash

Benefits:

- Ease of execution
- Eliminates need for credit facilities for these 3 series of VRDBs
- Immediately reduces GRU's long-term principal outstanding by \$105M
- No requirements for ratings or disclosure of a new bond issue

May 2024 Liquidity Facility Options

Option 3: Redeem Underlying VRDBs with \$105 Million in Cash

Drawbacks:

- Requires GRU to identify/free-up \$105M in cash to redeem bonds. **Immediate \$105M cash reduction.**
- Significant impact to liquidity - \$105M represents ~ 125 days of cash
- Downgrade risk:
 - Moody's likely to move GRU from "Aa3" to "A" category
 - S & P likely to move GRU from "very strong" to "strong"
 - Fitch likely to move GRU from A+ to A
 - Rating reductions could trigger higher fees for other GRU debt
- May necessitate rate increase to replenish cash
- Governance complexities and legal restrictions may restrict ability to issue bonds to replenish cash

May 2024 Liquidity Facility Options

Option 3: Redeem Underlying VRDBs with \$105 Million in Cash

Projected Cost:

- Total projected debt service and facility fee cost is \$65.6M less than base case given that 2012 B Bonds are outstanding through 2042 (***immediate payout of debt vs current amortization through 2042***).
- By redeeming the underlying bonds immediately, 18 years of payments associated with the original structure are eliminated.

Option 4: Redeem Underlying VRDBs with a \$105 Million Drawdown on GRU's Line of Credit with US Bank

- GRU would use its current line of credit to redeem VRDBs
- Once clarity is achieved with governance and authority, GRU would execute a fixed-rate bond transaction to pay off the line of credit draws

Benefits:

- Ease of execution
- Eliminates need for credit facilities for these 3 series of VRDBs
- Could retain similar amortization structure of VRDBs with the new bonds when issued
- No requirements for ratings or disclosure

May 2024 Liquidity Facility Options

Option 4: Redeem Underlying VRDBs with a \$105 Million Drawdown on GRU's Line of Credit with US Bank

Drawbacks:

- Governance challenges to request an advance by GRU Authority under the line
- Significant impact to liquidity - \$105M represents ~ 125 days of cash until line of credit draws are repaid
- Downgrade risk:
 - Moody's likely to move GRU from "Aa3" to "A" category
 - S & P likely to move GRU from "very strong" to "strong"
 - Rating reductions could trigger higher fees for other GRU debt
- Interest cost of line of credit draws and fixed-rate issue to take out line of credit draws is higher than base case costs
- Potential of accelerated repayment schedule

May 2024 Liquidity Facility Options

Option 4: Redeem Underlying VRDBs with a \$105 Million Drawdown on GRU's Line of Credit with US Bank

Projected Cost:

- Assuming a one year time frame between the drawdown on the line of credit and the issuance of fixed-rate debt to pay off that draw, total projected debt service and line of credit costs exceed the base case cost by \$55.8 million.

Option 5: Utilize “Term-Out” Provision with the Current Barclays Facility

- GRU would use the underlying credit facility to redeem the \$105 million in VRDBs
- The \$105 million would then be “termed-out” over an up to a 5 year term, with GRU paying interest and principal to Barclays over this time frame
- Essentially an up to 5 year bank loan that pays off the bonds ***but at a very high rate of interest***

Benefits:

- Eliminates need for credit facilities for these 3 series of VRDBs
- Pays bonds off over up to 5 years compared to an all cash immediate payout option (assuming not accelerated by bank)

Option 5: Utilize “Term-Out” Provision with the Current Barclays Facility

Drawbacks:

- It is a complicated and unusual transaction
- Involves a high interest rate (+11%) when employing the “term-out” provision
- Could potentially pose reputational risk to GRU since this is an uncommon transaction in the market
- Would likely be considered a “material event” under SEC disclosure rules requiring formal disclosure
- Significant use of cash, ~ \$28M per year for 5 years representing ~ 30 days of cash each year
- Unclear if Barclays would agree to the term-out and potential acceleration

Option 5: Utilize “Term-Out” Provision with the Current Barclays Facility

Drawbacks (concluded):

- Downgrade risk exists as it is a material, reportable event
 - Moodys would likely move GRU from Aaa to Aa category
 - S & P would likely move GRU from “very strong” to “strong”
 - Fitch would likely move GRU from A+ to A
- Rating reduction could trigger higher fees for other GRU debt

Projected Cost:

- Total estimated debt service for the 5 year term-out is ~\$32.7M less than the base, given that the debt is retired over 5 years compared to the current final maturity of 2012B bonds in 2042
- However, requires higher cash reduction per year over that shorter period (5 years vs 18 years)

May 2024 Liquidity Facility Options

Summary of Options

OPTION	STRATEGY	TOTAL COST	AMORTIZATION PERIOD	CHANGE FROM CURRENT FACILITY & FEE LEVEL
Base case	Current facility & fee level	170.2M	Amortized over 18 years	-
Option 1	Competitive process to renew or replace	174.0 M	Amortized over 18 years	3.8M > base case
Option 2	Negotiate an extension with Barclays	172.1 M	Amortized over 18 years	1.9M > base case
Option 3	Redeem \$105M VRDBs with cash on hand	104.7M	Immediate cash reduction	(65.6M) < base case
Option 4	Redeem \$105M VRDB with existing line of credit	226.0M	Amortized over 18 years	55.8M > base case
Option 5	Redeem \$105M VRDBs using 5 year term-out	137.5M	Amortized over 5 years	(32.7M) < base case

- Factoring in cost, impact on GRU liquidity, rating considerations and complexity of execution Option 2, negotiating an extension with Barclays, is the preferable alternative

Path Forward

- There are several actions needed for an extension of the current liquidity facilities with Barclays
- First is requesting that the legislature add amending language to Charter Sections 7.03(1)(a), 7.10(1) and 7.10(2) included by House Bill 1645 that would:
 - Expressly authorize the extension of the credit facilities and delegate authority to the chief executive officer/general manager
 - Clarify that prior delegations of authority to the General Manager now mean the chief executive officer/general manager
 - Have the Authority expressly assume the obligations under the bond resolution
 - Provide a method for simpler bond validations in the future
 - Clarify that in the event of any conflicts with the amendment to the Charter and the bond resolution that the provisions of the bond resolution would control

Path Forward

In connection with the requested amendment to the Charter:

- The GRU Authority should request that the City Commission, pursuant to Section 7.10(1) of the Charter, which provides for the City to perform all actions necessary and proper to effectuate the orderly transition of governance, adopt a resolution clarifying that the CEO/GM is delegated the authority to execute the liquidity facility consistent with Section 3.02 of the Resolution delegating authority to the General Manager for the extensions of the existing liquidity facilities with Barclays and other transitional matters under the Charter and the Bond Resolution and related agreements
- The GRU Authority should execute a resolution delegating the authority to the CEO/GM to execute the extension

Conclusion

- Failure to execute an extension with Barclays would likely result in the necessity to employ Option 3 or Option 4 by redeeming the \$105M in underlying VRDBs with either cash or GRU's existing line of credit.
- This would result in significant detrimental impacts to GRU's liquidity positions, with the potential resultant ratings downgrades and increased financing costs

May 2024 Liquidity Facility Options

- As has been described here, due to their scheduled termination in May of 2024, replacement or renewal of the liquidity facilities supporting Series 2005C, 2006A and 2012B bonds is a time-sensitive matter
- For the sake of efficiency, the proposed resolution also authorizes the General Manager, Chief Financial Officer, or his or her designee to extend or replace all existing credit enhancement facilities and revolving lines of credit prior to their expiration or to draw on the lines of credit to redeem such bonds if necessary
- This authorization covers the following additional facilities

Series	Type	Provider	Termination Date	Remarketing Agent	Principal
2020 A	Taxable Line of Credit	Truist Bank	November 20, 2024	N/A	50,000,000
2018 A	Tax-Exempt Line of Credit	Truist Bank	November 30, 2024	N/A	25,000,000
2019 C	Daily VRDN	Bank of America	April 25, 2025	Bank of America	67,355,000
2022A/B	Revolving Line of Credit	Barclays	April 29, 2025	N/A	150,000,000

Recommendation

- The GRU Authority authorize the CEO/GM to initiate a simultaneous process to 1) Issue an RFP soliciting proposals for renewing/replacing the liquidity facilities supporting GRU's Series 2005C, 2006A and 2012B variable rate demand bonds, 2) Pursue negotiations of an extension of these liquidity facilities with Barclays and 3) Seek legislative fixes to charter amendments to provide for additional clarity for the extension or replacement of the liquidity facilities

Recommendation (concluded)

- The GRU Authority adopt the proposed resolution 1) Authorizing the extension of all existing credit enhancement facilities with respect to certain outstanding variable rate utilities system revenue bonds, 2) Authorizing an advance on the lines of credit if any existing credit enhancement facilities are unable to be extended or substituted and 3) Requesting the City Commission of the City of Gainesville to take certain actions in connection therewith consistent with Section 7.10(1) of the Charter which provides for the City to perform all actions necessary and proper to effectuate the orderly transition of governance

RESOLUTION NO. _____

RESOLUTION OF THE GAINESVILLE REGIONAL UTILITIES AUTHORITY AUTHORIZING THE EXTENSION OR REPLACEMENT OF EXISTING CREDIT ENHANCEMENT FACILITIES WITH RESPECT TO CERTAIN OUTSTANDING VARIABLE RATE UTILITIES SYSTEM REVENUE BONDS AND REVOLVING LINES OF CREDIT OF THE CITY OF GAINESVILLE; AUTHORIZING AN ADVANCE ON THE LINES OF CREDIT IF ANY EXISTING CREDIT ENHANCEMENT FACILITIES ARE UNABLE TO BE EXTENDED OR SUBSTITUTED; AUTHORIZING THE PAYMENT OF COSTS OF ISSUANCE RELATED TO THE TRANSACTIONS DESCRIBED HEREIN; AUTHORIZING PROPER OFFICIALS TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE EXTENSION AND ISSUANCE OF THE REPLACEMENT CREDIT FACILITIES AND LINES OF CREDIT; REQUESTING THE CITY COMMISSION OF THE CITY OF GAINESVILLE TO TAKE CERTAIN ACTIONS IN CONNECTION THEREWITH; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Gainesville, Florida ("City") adopted on September 21, 2017 its Resolution No. 170395 incorporating by reference the Second Amended and Restated Utilities System Revenue Bond Resolution adopted by the City on September 21, 2017, as amended (the "Master Bond Resolution"), and authorized the issuance of Bonds; and

WHEREAS, the City heretofore adopted on October 24, 2005, its Resolution No. 050545 (the "2005 Bonds Supplemental Resolution"), incorporating by reference and adopting the Sixteenth Supplemental Utilities System Revenue Bond Resolution, supplementing the Master Bond Resolution and authorizing the issuance of its Variable Rate Utilities System Revenue Bonds, 2005 Series C (the "2005 Bonds"); and

WHEREAS, the City heretofore adopted on June 26, 2006, its Resolution No. 060184 (the "2006 Bonds Supplemental Resolution"), incorporating by reference and adopting the Seventeenth Supplemental Utilities System Revenue Bond Resolution supplementing the Master Bond Resolution and authorizing the issuance of its Variable Rate Utilities System Revenue Bonds, 2006 Series A (the "2006 Bonds"); and

WHEREAS, the City heretofore adopted on June 21, 2012, its Resolution No. 120097 (the "2012 Bonds Supplemental Resolution"), incorporating by reference and adopting the Twenty-Fifth Supplemental Utilities System Revenue Bond Resolution supplementing the Master Bond Resolution and authorizing the issuance of its Variable Rate Utilities System Revenue Bonds, 2012 Series B (the "2012 Bonds"); and

WHEREAS, the City heretofore adopted on March 21, 2019, its Resolution No. 180818 (the "2019 Bonds Supplemental Resolution"), adopting the Thirty-First Supplemental Utilities System Revenue Bond Resolution supplementing the Master Bond Resolution and authorizing

the issuance of its Variable Rate Utilities System Revenue Bonds, 2019 Series C (the "2019 Bonds") and together with the 2005 Bonds, the 2006 Bonds and the 2012 Bonds, the "Variable Rate Bonds"; and

WHEREAS, the Variable Rate Bonds are secured by Credit Enhancement provided by Credit Enhancers which are all scheduled to expire in calendar years 2024 and 2025; and

WHEREAS, Barclays Bank PLC has expressed an interest, subject to certain amendments, in extending the expiration of such Credit Enhancement for each of the 2005 Bonds, the 2006 Bonds and the 2012 Bonds (collectively, the "Barclays Liquidity Facilities"); and

WHEREAS, the City pursuant to Resolution No. 191095 adopted on April 16, 2020 ("Resolution No. 191095") authorized entering into the Barclays Liquidity Facilities and delegated to the General Manager for Utilities authorization to extend the term of or substitute facilities without further approvals of the City Commission; and

WHEREAS, the City on May 17, 2018, adopted its Resolution No. 171090 incorporating by reference the Second Amended and Restated Subordinated Utilities System Revenue Bond Resolution, as amended and supplementing the Master Bond Resolution (the "Subordinated Bond Resolution") and together with the Master Bond Resolution, the "Bond Resolution") authorizing the issuance of Subordinated Indebtedness junior and subordinated in all respects to the security interest in and pledge and assignment of the Trust Estate created by the Master Bond Resolution as security for the Bonds; and

WHEREAS, pursuant to Resolution No. 191142 adopted by the City on April 16, 2020, as amended by Resolution No. 191095 adopted on April 16, 2020 (collectively, the "Truist LC Bond Resolution"), the City issued its Variable Rate Subordinated Utilities System Revenue Bond, 2020 Series A (Federally Taxable), as amended (the "Truist LC Bond") which Truist LC Bond was purchased by Truist Bank (the "Truist Line of Credit"); and

WHEREAS, pursuant to Resolution No. 171089 adopted by the City on May 17, 2018, as amended by Resolution No. 210533 adopted on October 1, 2021 (the "TRUCE LC Bond Resolution"), the City issued its Variable Rate Subordinated Utilities System Revenue Bond, 2018 Series A (the "TRUCE LC Bond") which TRUCE LC Bond was purchased by Truist Commercial Equity, Inc. as successor to STI Institutional & Government, Inc. (the "TRUCE Line of Credit"); and

WHEREAS, pursuant to Resolution No. 211098 adopted by the City on April 21, 2022 (together with the Truist LC Bond Resolution, the TRUCE LC Bond Resolution, the "Line of Credit Resolutions"), the City issued its Variable Rate Subordinated Utilities System Revenue Bond, 2022 Series A and Variable Rate Subordinated Utilities System Revenue Bond, 2022 Series B (Federally Taxable) (the "USB LC Bond" and collectively with the Truist LC Bond and TRUCE LC Bond, the "Line of Credit Bonds") which USB LC Bond was purchased by U.S. Bank National Association (the "USB Line of Credit" and together with the Truist Line of Credit and TRUCE Line of Credit, the "Lines of Credit"); and

WHEREAS, the Line of Credit Bonds were issued for the purpose of evidencing the obligations under the Lines of Credit, each as Subordinated Indebtedness pursuant to the Subordinated Bond Resolution, to finance from time to time the Cost of Acquisition and Construction of the System, including, without limitation, working capital; and

WHEREAS, the Charter of the City being Chapter 12760, Laws of Florida, as amended by Chapter 90-394, Laws of Florida was amended pursuant to Chapter No. 2023-348, Laws of Florida (the "Amendment"), which such Amendment, among other things, added Article VII to the Charter and thereby created the Gainesville Regional Utilities Authority (the "Authority") and repealed Section 3.06 of Article III of section 1 of Chapter 90-394, Laws of Florida relating to the position of the General Manager for Utilities; and

WHEREAS, Section 716 of the Master Bond Resolution allows for the lawful reorganization of the governmental structure of the City and the transfer of a public function of the City to another public body, so long as the reorganization provides that the System shall be continued as a single enterprise; and

WHEREAS, the Amendment provides that the System shall continue to be operated as a single enterprise and there shall be no change to the ownership of the System; and

WHEREAS, the Amendment provides that 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 related to the System, including, but not limited to, the creation of such instruments as are necessary for the Authority to function in accordance with the Amendment; and

WHEREAS, the Authority desires to request the City Commission to adopt a resolution in order to extend and renew the Credit Enhancements for the Variable Rate Bonds, including, without limitation the Barclays Liquidity Facilities and renewals and extensions of the Lines of Credit as evidenced by the Line of Credit Bonds; and

WHEREAS, the Authority determines and finds that any such actions taken by the City Commission as requested by this Resolution do not violate the provisions of the Amendment which provides that the Authority shall be free from direction and control of the City Commission but that all such actions are necessary to facilitate the orderly transition of the governance, operation, management, and control to the Authority; and

WHEREAS, the Authority seeks to adopt this resolution to authorize the extension and renewals of the Credit Enhancements for the Variable Rate Bonds, including, without limitation the Barclays Liquidity Facilities or substitutions of such Credit Enhancement and renewals and extensions of the Lines of Credit as evidenced by the Line of Credit Bonds; and

NOW, THEREFORE, BE IT RESOLVED BY THE AUTHORITY THAT:

**ARTICLE I
DEFINITIONS**

Section 1.01 Authority; Definitions. All capitalized terms not otherwise defined herein shall have such meaning as given in the Resolutions and with respect to the Line of Credit Bonds, the Bond Resolution as particularly supplemented by the Line of Credit Resolutions. This Resolution is adopted pursuant to the provisions of Chapter 166, Florida Statutes, the City's Charter, the Resolutions (including the Line of Credit Resolutions) and other applicable provisions of law (the "Act").

"Authorized Officer" for purposes of this Resolution shall mean the General Manager, the Chief Financial Officer or their respective designees or any other officer, employee or agent of the City or the Authority pursuant to the Amendment authorized to perform specific acts or duties by resolution duly adopted by the City or the Authority pursuant to the Amendment.

"Chief Financial Officer" shall mean the Chief Financial Officer of the System.

"City Attorney" shall mean the City Attorney as assistant City Attorney and such other counsel authorized under the Act.

"General Manager" shall mean the General Manager of the System, who may have been appointed by the City Commission under the Charter prior to the effective date of the Amendment or appointed as the chief executive officer/ general manager pursuant to the Amendment or any assistant General Manager in the General Managers absence or unavailability or interim General Manager or other person authorized to serve as the general manager of the System.

**ARTICLE II
CERTAIN FINDINGS AND DETERMINATIONS;
ADDITIONAL AUTHORIZATIONS**

Section 2.01 Certain Findings and Determinations. The Authority hereby finds and determines that:

(a) The factual recitals set forth in the WHEREAS clauses of this Resolution are hereby incorporated in this section as findings as if expressly set forth herein.

(b) The Authority assumes all obligations and duties of the City under the Bond Resolution, as amended and supplemented, including, without limitation the 2005 Bonds Supplemental Resolution, the 2006 Bonds Supplemental Resolution, the 2012 Bonds Supplemental Resolution, the 2019 Bonds Supplemental Resolution and Resolution No. 191095 (collectively, the "Resolutions") and with respect to the Line of Credit Bonds, the Bond Resolution as particularly supplemented by the Line of Credit Resolutions, which have been delegated to the Authority under the Amendment.

(c) It is in the best interest of the System to delegate authorization to extend the expiration of each of the Credit Enhancement facilities securing the Variable Rate Bonds, including the Barclays Liquidity Facilities and to extend each of the Lines of Credit as set forth herein.

ARTICLE III APPROVAL OF CREDIT FACILITY AND NOTICES

Section 3.01 Authorization to Extend the Term of a Particular Liquidity Facility or to Procure a Substitute Liquidity Facility in Substitution Therefor. The General Manager or Chief Financial Officer, or his or her respective designees, is hereby authorized in accordance with the Resolutions, from time to time, to (1) extend the term of any of the Credit Enhancements for the Variable Rate Bonds, including, without limitation the Barclays Liquidity Facilities (collectively, the "Liquidity Facilities") or (2) procure substitute Credit Enhancement in substitution for any of the Liquidity Facilities then in effect with respect thereto, in either such case, upon such terms and conditions as shall be determined by the General Manager or Chief Financial Officer, or such respective designees, to be advantageous to the System and commercially reasonable (which terms and conditions (including, without limitation, the amounts of the "commitment fee" and other fees payable thereunder and the specification of the interest rates payable on loans or advances thereunder) may differ from the terms and conditions then in effect pursuant to such Liquidity Facility then in effect), such determination to be confirmed in writing by the firm serving at that time as the System's financial advisor to the extent provided below.

In connection with any such extension of the term of a particular Liquidity Facility, the General Manager or Chief Financial Officer, or his or her respective designees, is hereby further authorized to execute and deliver, such documents and instruments (including, without limitation, an amendment to or amendment and restatement of any such Liquidity Facility and the related fee letter) as shall be determined by the General Manager or Chief Financial Officer, or his or her respective designees, to be (a) necessary or desirable and advantageous to the System and (b) in commercially reasonable form; provided, however, that if any such extension shall be on terms and conditions different from the terms and conditions of such Liquidity Facility as then in effect, then (a) such determination of the General Manager or Chief Financial Officer, or his or her respective designees, shall be confirmed in writing by the firm serving at that time as the System's financial advisor and (b) the form of each such document or instrument shall be approved by the City Attorney or his/her designee as to form and legality prior to the execution thereof by the General Manager or Chief Financial Officer, or his or her respective designees.

In connection with any such procurement of Credit Enhancement in substitution for the Liquidity Facility then in effect with respect thereto, the General Manager or Chief Financial Officer, or his or her respective designees, is hereby further authorized to execute and deliver, such documents and instruments (including, without limitation, a credit agreement or other similar document and a fee letter) as shall be determined by the General Manager or Chief Financial Officer, or his or her respective designees, to be (a) necessary or desirable and advantageous to the System and (b) in commercially reasonable form, such determination to be confirmed in writing by the firm serving at that time as the System's financial advisor; provided, however, that the form of each such document or instrument shall be approved by the City

Attorney or his/her designee as to form and legality prior to the execution thereof by the General Manager or Chief Financial Officer, or his or her respective designees; and provided, further, that the procedures utilized in connection with any such procurement shall be consistent with any requirements of any law, rule, regulation, ordinance or resolution applicable thereto.

If for any reason an extension or substitution of any of the Liquidity Facilities is determined by the General Manager or Chief Financial Officer or their respective designees to not be possible prior to the expiration of any such Liquidity Facility or the terms of any renewal are not in the best interest of the System (which may be based on the advice of the financial advisor to the System) or any Variable Rate Bonds have or will be subject to mandatory tender, the General Manager or Chief Financial Officer, or his or her respective designees are authorized to take all actions in order to request one or more advances under the USB Line of Credit or such other of the Lines of Credit as determined General Manager or Chief Financial Officer or their respective designees based on the advice of the financial advisor to the System, in order to redeem such Variable Rate Bonds.

Section 3.02 Authorization to Extend the Term of the Lines of Credit. The General Manager or Chief Financial Officer, or his or her respective designees, is hereby authorized in accordance with the Resolutions, from time to time to extend the term of any of the Lines of Credit.

In connection with any such extension of the term of any of the Lines of Credit, the General Manager or Chief Financial Officer, or his or her respective designees, is hereby further authorized to execute and deliver such documents and instruments (including, without limitation, an amendment to or amendment and restatement of the Line of Credit Bonds as shall be determined by the General Manager or Chief Financial Officer, or his or her respective designees), to be (a) necessary or desirable and advantageous to the System and (b) in commercially reasonable form; provided, however, that if any such extension shall be on terms and conditions different from the terms and conditions of such Line of Credit as then in effect, then (i) such determination of the General Manager or Chief Financial Officer, or his or her respective designees, shall be confirmed in writing by the firm serving at that time as the System's financial advisor and (ii) the form of each such amendment, document or instrument shall be approved by the City Attorney or his/her designee as to form and legality prior to the execution thereof by the General Manager or Chief Financial Officer, or his or her respective designees. Such extension of any Line of Credit may be made by a separate agreement with the provider such of Line of Credit.

Section 3.03 Notices. The Authorized Officers are hereby authorized and directed to deliver such notices as may be required under the terms of each of the applicable Resolutions and the liquidity facilities providing liquidity for the Variable Rate Bonds or the Lines of Credit as may be necessary to effectuate the amendment, extension and substitution of the existing liquidity facilities and Lines of Credit, as applicable and all such prior actions, taken in conformance with the provisions hereof, are hereby ratified.

**ARTICLE IV
MISCELLANEOUS**

Section 4.01 Further Authority. The Authorized Officers are each hereby authorized to do all acts and things required of them by this Resolution, the Resolutions, or otherwise, as may be necessary or desirable to effectuate the amendment, extension and substitution of the liquidity facilities providing liquidity for the Variable Rate Bonds and for the extension of the Lines of Credit or to authorize a draw on the Lines of Credit for the purposes described herein and to pay all costs related thereto including those referenced in the fee letters, all other legal expenses, expenses for fiscal agents, financial advisors, accountants and other experts, printing expenses and such other expenses necessary or incidental and incurred in connection therewith. The Authorized Officers, or their respective designees, are each hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder, including, to the extent necessary, without limitation, amendments to the tender agent agreements and remarketing agreements related to the Variable Rate. All delegations of authority under the Resolutions, including, without limitation the Line of Credit Resolutions, to the General Manager for Utilities shall mean the chief executive officer/ general manager and all such actions heretofore taken are hereby ratified and approved.

Section 4.02 Severability. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution and the Bond Resolution or of the Bonds and the Subordinated Bonds issued thereunder.

Section 4.03 No Third-Party Beneficiaries. Except as herein otherwise expressly provided, nothing in this Resolution expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and the owners and holders of the Bonds issued under and secured by the Resolutions, any right, remedy or claim, legal or equitable, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners and holders from time to time of the Bonds and the Subordinated Bonds.

Section 4.04 Controlling Law; Members Not Liable. All covenants, stipulations, obligations and agreements contained in this Resolution shall be deemed to be covenants, stipulations, obligations and agreements of the City to the full extent authorized by the Act and provided by the Constitution and laws of the State. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the City, including the Authority, in their individual capacity, and neither the members of the Authority nor any official of the City executing any agreements or documents authorized hereby or shall be subject to any personal liability or accountability by reason of the issuance or the execution by the City or such members thereof.

Section 4.05 Request of City Commission to Take Action. The Authority requests that the City Commission adopt a resolution to effectuate an orderly transition of the governance, operation, management, and control of all utility systems, properties and assets related to the System which resolution will, among other things, authorize the General Manager or Chief Financial Officer or their respective designees to enter into an extension or substitution of the Liquidity Facilities, including, without limitation the Barclays Liquidity Facilities or substitutions of any such Liquidity Facilities and renewals and extensions of the Lines of Credit as evidenced by the Line of Credit Bonds. The Authority has determined that such resolution of the City Commission entered into pursuant to this request is necessary in order to effectuate an orderly transition of the governance, operation, management, and control of all utility systems, properties and assets related to the System to the Authority is not in any way the City Commission directing or controlling the Authority.

Section 4.06 Effective Date. This Resolution shall be fully effective immediately upon adoption.

PASSED AND ADOPTED IN PUBLIC SESSION OF THE GAINESVILLE REGIONAL UTILITIES AUTHORITY, THIS ___ DAY OF DECEMBER, 2023.

GAINESVILLE REGIONAL UTILITIES
AUTHORITY

ATTESTED:

By: _____
Chairman

By: _____
City Clerk

APPROVED AS TO FORM AND
LEGALITY:

By: _____
City Attorney

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF GAINESVILLE BEING ADOPTED AT THE REQUEST OF THE GAINESVILLE REGIONAL UTILITIES AUTHORITY TO AUTHORIZE THE EXTENSION OR REPLACEMENT OF EXISTING CREDIT ENHANCEMENT FACILITIES WITH RESPECT TO CERTAIN OUTSTANDING VARIABLE RATE UTILITIES SYSTEM REVENUE BONDS AND REVOLVING LINES OF CREDIT; AUTHORIZING AN ADVANCE ON THE LINES OF CREDIT IF ANY EXISTING CREDIT ENHANCEMENT FACILITIES ARE UNABLE TO BE EXTENDED OR SUBSTITUTED; AUTHORIZING THE PAYMENT OF COSTS OF ISSUANCE RELATED TO THE TRANSACTIONS DESCRIBED HEREIN; AUTHORIZING PROPER OFFICIALS TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE EXTENSION AND ISSUANCE OF THE REPLACEMENT CREDIT FACILITIES AND LINES OF CREDIT; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Gainesville, Florida ("City") adopted on September 21, 2017 its Resolution No. 170395 incorporating by reference the Second Amended and Restated Utilities System Revenue Bond Resolution adopted by the City on September 21, 2017, as amended (the "Master Bond Resolution"), and authorized the issuance of Bonds; and

WHEREAS, the City heretofore adopted on October 24, 2005, its Resolution No. 050545 (the "2005 Bonds Supplemental Resolution"), incorporating by reference and adopting the Sixteenth Supplemental Utilities System Revenue Bond Resolution, supplementing the Master Bond Resolution and authorizing the issuance of its Variable Rate Utilities System Revenue Bonds, 2005 Series C (the "2005 Bonds"); and

WHEREAS, the City heretofore adopted on June 26, 2006, its Resolution No. 060184 (the "2006 Bonds Supplemental Resolution"), incorporating by reference and adopting the Seventeenth Supplemental Utilities System Revenue Bond Resolution supplementing the Master Bond Resolution and authorizing the issuance of its Variable Rate Utilities System Revenue Bonds, 2006 Series A (the "2006 Bonds"); and

WHEREAS, the City heretofore adopted on June 21, 2012, its Resolution No. 120097 (the "2012 Bonds Supplemental Resolution"), incorporating by reference and adopting the Twenty-Fifth Supplemental Utilities System Revenue Bond Resolution supplementing the Master Bond Resolution and authorizing the issuance of its Variable Rate Utilities System Revenue Bonds, 2012 Series B (the "2012 Bonds"); and

WHEREAS, the City heretofore adopted on March 21, 2019, its Resolution No. 180818 (the "2019 Bonds Supplemental Resolution"), adopting the Thirty-First Supplemental Utilities System Revenue Bond Resolution supplementing the Master Bond Resolution and authorizing the issuance of its Variable Rate Utilities System Revenue Bonds, 2019 Series C (the "2019"); and

Bonds" and together with the 2005 Bonds, the 2006 Bonds and the 2012 Bonds, the "Variable Rate Bonds"; and

WHEREAS, the Variable Rate Bonds are secured by Credit Enhancement provided by Credit Enhancers which are all scheduled to expire in calendar years 2024 and 2025; and

WHEREAS, Barclays Bank PLC has expressed an interest, subject to certain amendments, in extending the expiration of such Credit Enhancement for each of the 2005 Bonds, the 2006 Bonds and the 2012 Bonds (collectively, the "Barclays Liquidity Facilities"); and

WHEREAS, the City pursuant to Resolution No. 191095 adopted on April 16, 2020 ("Resolution No. 191095") authorized entering into the Barclays Liquidity Facilities and delegated to the General Manager for Utilities authorization to extend the term of or substitute facilities without further approvals of the City Commission; and

WHEREAS, the City on May 17, 2018, adopted its Resolution No. 171090 incorporating by reference the Second Amended and Restated Subordinated Utilities System Revenue Bond Resolution, as amended and supplementing the Master Bond Resolution (the "Subordinated Bond Resolution" and together with the Master Bond Resolution, the "Bond Resolution") authorizing the issuance of Subordinated Indebtedness junior and subordinated in all respects to the security interest in and pledge and assignment of the Trust Estate created by the Master Bond Resolution as security for the Bonds; and

WHEREAS, pursuant to Resolution No. 191142 adopted by the City on April 16, 2020, as amended by Resolution No. 191095 adopted on April 16, 2020 (collectively, the "Truist LC Bond Resolution"), the City issued its Variable Rate Subordinated Utilities System Revenue Bond, 2020 Series A (Federally Taxable), as amended (the "Truist LC Bond") which Truist LC Bond was purchased by Truist Bank (the "Truist Line of Credit"); and

WHEREAS, pursuant to Resolution No. 171089 adopted by the City on May 17, 2018, as amended by Resolution No. 210533 adopted on October 1, 2021 (the "TRUCE LC Bond Resolution"), the City issued its Variable Rate Subordinated Utilities System Revenue Bond, 2018 Series A (the "TRUCE LC Bond") which TRUCE LC Bond was purchased by Truist Commercial Equity, Inc. as successor to STI Institutional & Government, Inc. (the "TRUCE Line of Credit"); and

WHEREAS, pursuant to Resolution No. 211098 adopted by the City on April 21, 2022 (together with the Truist LC Bond Resolution, the TRUCE LC Bond Resolution, the "Line of Credit Resolutions"), the City issued its Variable Rate Subordinated Utilities System Revenue Bond, 2022 Series A and Variable Rate Subordinated Utilities System Revenue Bond, 2022 Series B (Federally Taxable) (the "USB LC Bond" and collectively with the Truist LC Bond and TRUCE LC Bond, the "Line of Credit Bonds") which USB LC Bond was purchased by U.S. Bank National Association (the "USB Line of Credit" and together with the Truist Line of Credit and TRUCE Line of Credit, the "Lines of Credit"); and

WHEREAS, the Line of Credit Bonds were issued for the purpose of evidencing the obligations under the Lines of Credit, each as Subordinated Indebtedness pursuant to the

Subordinated Bond Resolution, to finance from time to time the Cost of Acquisition and Construction of the System, including, without limitation, working capital; and

WHEREAS, the Charter of the City being Chapter 12760, Laws of Florida as amended by Chapter 90-394, Laws of Florida was amended by Chapter No. 2023-348, Laws of Florida (the "Amendment"), which such Amendment, among other things, added Article VII to the Charter and thereby created the Gainesville Regional Utilities Authority (the "Authority") and repealed Section 3.06 of Article III of section 1 of Chapter 90-394, Laws of Florida relating to the position of the General Manager for Utilities; and

WHEREAS, Section 716 of the Master Bond Resolution allows for the lawful reorganization of the governmental structure of the City and the transfer of a public function of the City to another public body, so long as the reorganization provides that the System shall be continued as a single enterprise; and

WHEREAS, the Amendment provides that the System shall continue to be operated as a single enterprise and there shall be no change to the ownership of the System; and

WHEREAS, the Amendment provides that 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 related to the System, including, but not limited to, the creation of such instruments as are necessary for the Authority to function in accordance with the Amendment; and

WHEREAS, the Authority adopted a resolution requesting that the City Commission adopt a resolution in order to extend and renew the Credit Enhancements for the Variable Rate Bonds, including, without limitation the Barclays Liquidity Facilities and renewals and extensions of the Lines of Credit as evidenced by the Line of Credit Bonds and certain other matters; and

WHEREAS, the Authority determined and found that any such action taken by the City Commission as requested by the Authority's Resolution does not violate the provisions of the Amendment which provides that the Authority shall be free from direction and control of the City Commission but that all such actions are necessary to facilitate the orderly transition of the governance, operation, management, and control to the Authority; and

WHEREAS, the City Commission at the request of the Authority adopts this resolution in order to authorize the extension and renewals of the Credit Enhancements for the Variable Rate Bonds or substitutions of such Credit Enhancements, including, without limitation the Barclays Liquidity Facilities and renewals and extensions of the Lines of Credit; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF GAINESVILLE, FLORIDA THAT:

**ARTICLE I
DEFINITIONS**

Section 1.01 Authority; Definitions. All capitalized terms not otherwise defined herein shall have such meaning as given in the Bond Resolution, as amended and supplemented, including, without limitation the 2005 Bonds Supplemental Resolution, the 2006 Bonds Supplemental Resolution, the 2012 Bonds Supplemental Resolution, the 2019 Bonds Supplemental Resolution and Resolution No. 191095 (collectively, the "Resolutions") and with respect to the Line of Credit Bonds, the Bond Resolution as particularly supplemented by the Line of Credit Resolutions. This Resolution is adopted pursuant to the provisions of Chapter 166, Florida Statutes, the City's Charter, the Resolutions (including the Line of Credit Resolutions) and other applicable provisions of law (the "Act").

"Authorized Officer" for purposes of this Resolution shall mean the General Manager, the Chief Financial Officer or their respective designees or any other officer, employee or agent of the City or the Authority pursuant to the Amendment authorized to perform specific acts or duties by resolution duly adopted by the City or the Authority pursuant to the Amendment.

"Chief Financial Officer" shall mean the Chief Financial Officer of the System.

"City Attorney" shall mean the City Attorney as assistant City Attorney or such other counsel authorized under the Act.

"General Manager" shall mean the General Manager of the System, who may have been appointed by the City Commission or appointed as the chief executive officer/general manager pursuant to the Amendment or any assistant General Manager in the General Managers absence or unavailability or interim General Manager or other person authorized to serve as the general manager of the System.

**ARTICLE II
CERTAIN FINDINGS AND DETERMINATIONS;
ADDITIONAL AUTHORIZATIONS**

Section 2.01 Certain Findings and Determinations. The City hereby finds and determines that:

(a) The factual recitals set forth in the WHEREAS clauses of this Resolution are hereby incorporated in this section as findings as if expressly set forth herein.

(b) It is in the best interest of the System to delegate authorization to extend the expiration of each of the Credit Enhancement facilities securing the Variable Rate Bonds, including the Barclays Liquidity Facilities and to extend each of the Lines of Credit as set forth herein.

ARTICLE III
APPROVAL OF CREDIT FACILITY AND NOTICES

Section 3.01 Authorization to Extend the Term of a Particular Liquidity Facility or to Procure a Substitute Liquidity Facility in Substitution Therefor. The General Manager or Chief Financial Officer, or his or her respective designees, is hereby authorized in accordance with the Resolutions, from time to time, to (1) extend the term of any of the Credit Enhancements for the Variable Rate Bonds, including, without limitation the Barclays Liquidity Facilities (collectively, the "Liquidity Facilities") or (2) procure substitute Credit Enhancement in substitution for any of the Liquidity Facilities then in effect with respect thereto, in either such case, upon such terms and conditions as shall be determined by the General Manager or Chief Financial Officer, or such respective designees, to be advantageous to the System and commercially reasonable (which terms and conditions (including, without limitation, the amounts of the "commitment fee" and other fees payable thereunder and the specification of the interest rates payable on loans or advances thereunder) may differ from the terms and conditions then in effect pursuant to such Liquidity Facility then in effect), such determination to be confirmed in writing by the firm serving at that time as the System's financial advisor to the extent provided below.

In connection with any such extension of the term of a particular Liquidity Facility, the General Manager or Chief Financial Officer, or his or her respective designees, is hereby further authorized to execute and deliver, such documents and instruments (including, without limitation, an amendment to or amendment and restatement of any such Liquidity Facility and the related fee letter) as shall be determined by the General Manager or Chief Financial Officer, or his or her respective designees, to be (a) necessary or desirable and advantageous to the System and (b) in commercially reasonable form; provided, however, that if any such extension shall be on terms and conditions different from the terms and conditions of such Liquidity Facility as then in effect, then (a) such determination of the General Manager or Chief Financial Officer, or his or her respective designees, shall be confirmed in writing by the firm serving at that time as the System's financial advisor and (b) the form of each such document or instrument shall be approved by the City Attorney or his/her designee as to form and legality prior to the execution thereof by the General Manager or Chief Financial Officer, or his or her respective designees.

In connection with any such procurement of Credit Enhancement in substitution for the Liquidity Facility then in effect with respect thereto, the General Manager or Chief Financial Officer, or his or her respective designees, is hereby further authorized to execute and deliver, such documents and instruments (including, without limitation, a credit agreement or other similar document and a fee letter) as shall be determined by the General Manager or Chief Financial Officer, or his or her respective designees, to be (a) necessary or desirable and advantageous to the System and (b) in commercially reasonable form, such determination to be confirmed in writing by the firm serving at that time as the System's financial advisor; provided, however, that the form of each such document or instrument shall be approved by the City Attorney or his/her designee as to form and legality prior to the execution thereof by the General Manager or Chief Financial Officer, or his or her respective designees; and provided, further, that the procedures utilized in connection with any such procurement shall be consistent with any requirements of any law, rule, regulation, ordinance or resolution applicable thereto.

If for any reason an extension or substitution of any of the Liquidity Facilities is determined by the General Manager or Chief Financial Officer or their respective designees to not be possible prior to the expiration of any such Liquidity Facility or the terms of any renewal are not in the best interest of the System (which may be based on the advice of the financial advisor to the System) or any Variable Rate Bonds have or will be subject to mandatory tender, the General Manager or Chief Financial Officer, or his or her respective designees are authorized to take all actions in order to request one or more advances under the USB Line of Credit or such other of the Lines of Credit as determined General Manager or Chief Financial Officer or their respective designees based on the advice of the financial advisor to the System, in order to redeem such Variable Rate Bonds.

Section 3.02 Authorization to Extend the Term of the Lines of Credit. The General Manager or Chief Financial Officer, or his or her respective designees, is hereby authorized in accordance with the Resolutions, from time to time to extend the term of any of the Lines of Credit.

In connection with any such extension of the term of any of the Lines of Credit, the General Manager or Chief Financial Officer, or his or her respective designees, is hereby further authorized to execute and deliver such documents and instruments (including, without limitation, an amendment to or amendment and restatement of the Line of Credit Bonds as shall be determined by the General Manager or Chief Financial Officer, or his or her respective designees), to be (a) necessary or desirable and advantageous to the System and (b) in commercially reasonable form; provided, however, that if any such extension shall be on terms and conditions different from the terms and conditions of such Line of Credit as then in effect, then (i) such determination of the General Manager or Chief Financial Officer, or his or her respective designees, shall be confirmed in writing by the firm serving at that time as the System's financial advisor and (ii) the form of each such amendment, document or instrument shall be approved by the City Attorney or his/her designee as to form and legality prior to the execution thereof by the General Manager or Chief Financial Officer, or his or her respective designees. Such extension of any Line of Credit may be made by a separate agreement with the provider such of Line of Credit.

Section 3.03 Notices. The Authorized Officers are hereby authorized and directed to deliver such notices as may be required under the terms of each of the applicable Resolutions and the liquidity facilities providing liquidity for the Variable Rate Bonds or the Lines of Credit as may be necessary to effectuate the amendment, extension and substitution of the existing liquidity facilities and Lines of Credit, as applicable and all such prior actions, taken in conformance with the provisions hereof, are hereby ratified.

ARTICLE IV MISCELLANEOUS

Section 4.01 Further Authority. The Authorized Officers are each hereby authorized to do all acts and things required of them by this Resolution, the Resolutions, or otherwise, as may be necessary or desirable to effectuate the amendment, extension and substitution of the liquidity facilities providing liquidity for the Variable Rate Bonds and for the extension of the Lines of Credit or to authorize a draw on the Lines of Credit for the purposes described herein

and to pay all costs related thereto including those referenced in the fee letters, all other legal expenses, expenses for fiscal agents, financial advisors, accountants and other experts, printing expenses and such other expenses necessary or incidental and incurred in connection therewith. The Authorized Officers, or their respective designees, are each hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder, including, to the extent necessary, without limitation, amendments to the tender agent agreements and remarketing agreements related to the Variable Rate Bonds and for the extension of the Lines of Credit.

The Gainesville Regional Utilities Authority is authorized to supplement and amend the Bond Resolution and any supplements thereto and other related agreements, including, without limitation, agreements entered into in connection with Credit Enhancement for the Bonds, Qualified Hedging Contracts, continuing covenant agreements, the Credit Agreement entered into in connection with the USB Line of Credit, and paying agent and registrar agreements, in order to effectuate the provisions of Section 716 of the Master Bond Resolution and all prior actions are hereby ratified. The Gainesville Regional Utilities Authority is delegated authority to take all actions on behalf of the City under the Bond Resolution.

Section 4.02 Severability. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution and the Bond Resolution or of the Bonds and the Subordinated Bonds issued thereunder.

Section 4.03 No Third-Party Beneficiaries. Except as herein otherwise expressly provided, nothing in this Resolution expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the parties hereto and the owners and holders of the Bonds issued under and secured by the Resolutions, any right, remedy or claim, legal or equitable, under or by reason of this Resolution or any provision hereof, this Resolution and all its provisions being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners and holders from time to time of the Bonds and the Subordinated Bonds.

Section 4.04 Resolution Adopted at Request of Authority. The Authority requested that the City Commission adopt this resolution to effectuate an orderly transition of the governance, operation, management, and control of all utility systems, properties and assets related to the System. The City Commission has adopted this resolution in reliance of the Authority finding and determining that this resolution is necessary in order to effectuate an orderly transition of the governance, operation, management, and control of all utility systems, properties and assets related to the System to the Authority and is not in any way the City Commission directing or controlling the Authority.

Section 4.05 Controlling Law; Members of Issuer Not Liable. All covenants, stipulations, obligations and agreements of the City contained in this Resolution shall be deemed

to be covenants, stipulations, obligations and agreements of the City to the full extent authorized by the Act and provided by the Constitution and laws of the State. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the City in their individual capacity, and neither the members of the City nor any official executing any agreements or documents authorized hereby or shall be subject to any personal liability or accountability by reason of the issuance or the execution by the City or such members thereof.

Section 4.06 Effective Date. This Resolution shall be fully effective immediately upon adoption.

PASSED AND ADOPTED IN PUBLIC SESSION OF THE CITY COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA, THIS ___ DAY OF DECEMBER, 2023.

CITY COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA

ATTESTED:

By: _____
Mayor

By: _____
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
City Attorney



File Number: 2023-1149

Agenda Date: December 6, 2023

Department: Gainesville Regional Utilities

Title: 2023-1149 Expanded Discussion of November 15, 2023 Topics (B)

Department: GRU/ Budget, Finance, and Accounting

Description: This item covers a discussion of expanded GRU Authority (Authority) requests emanating from the Authority workshop on November 15th.

Fiscal Note: None at this time.

Explanation: Discussions with the Authority on the FY25 GRU budget begin in earnest in January 2024. In order to begin to provide a financial foundation to the Authority members as well as address specific issues raised during the November 15th workshop staff has developed a presentation on some key financial touchpoints.

Topics for this discussion include:

- GRU's Flow of Funds structure
- GFT historical trends and GSC formula related savings, and
- Debt Reduction Program development

In addition, potential alternative rate and GSC scenarios, along with the potential ramifications of these changes, will be discussed with the Authority.

Recommendation: The Authority receive the presentation from staff and take action as deemed appropriate.

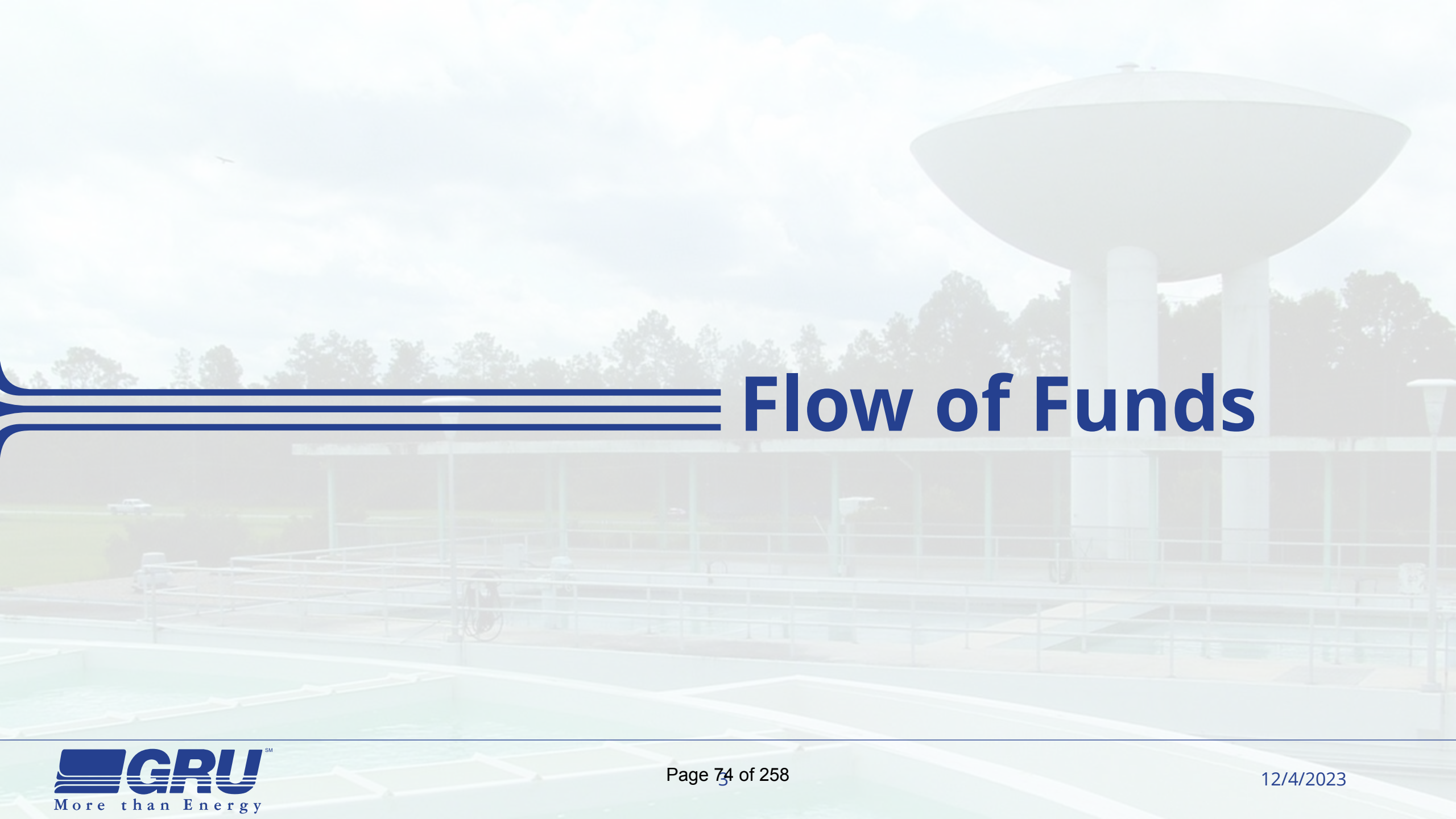
GRU Financial Presentation

12/6/23



Agenda

- Flow of Funds
- GFT (GSC)
- Net Debt Reduction Plan
- Appendix
 - GFT History
 - BFA Touchpoints



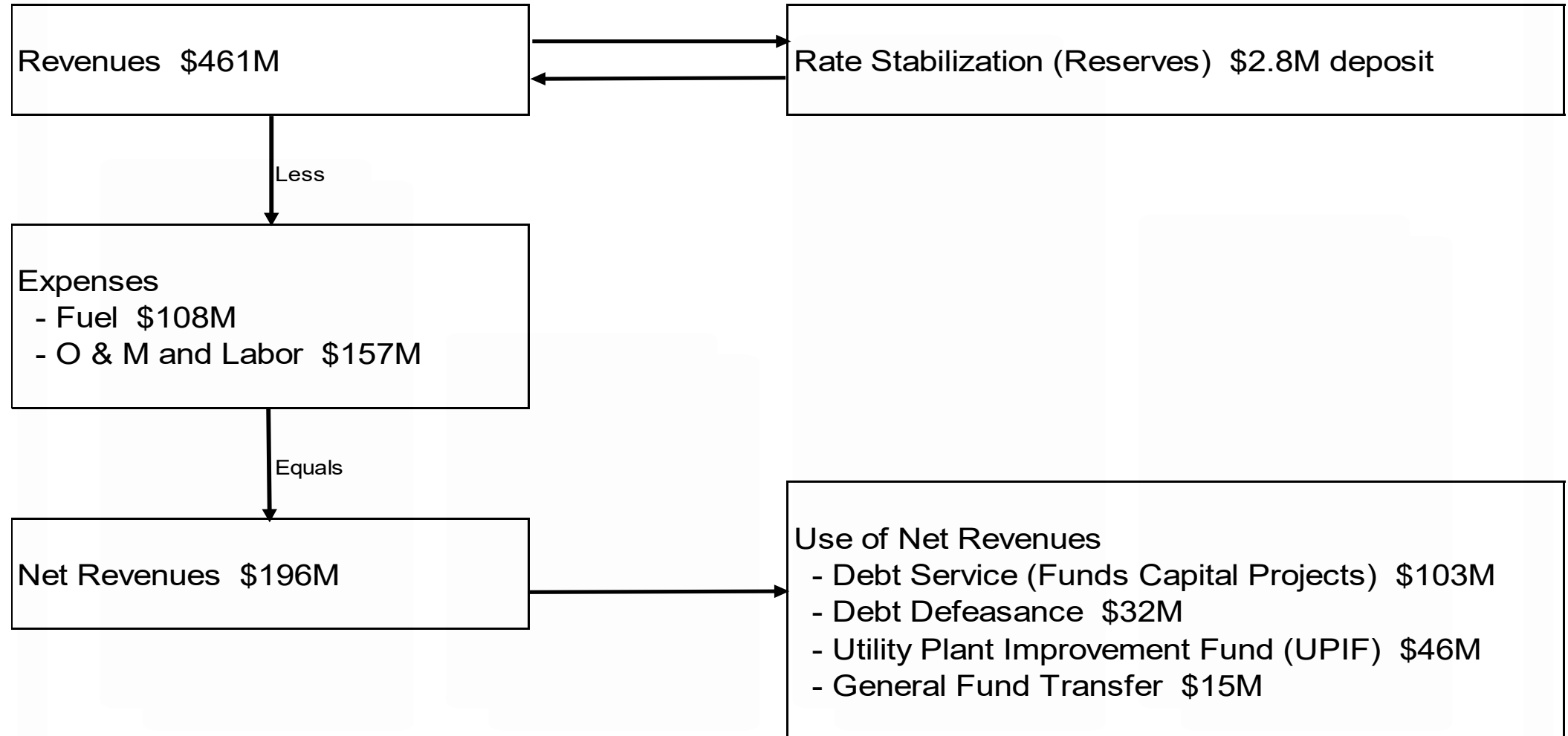
Flow of Funds

Flow of Funds

COMBINED SYSTEM

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Total Revenues	460,445,984	470,958,214	474,604,201	491,560,785	502,100,324	511,846,160	528,278,503	540,177,823	550,155,474	567,635,636
O & M Expense:										
Native Load Fuel Cost	95,440,704	94,744,721	97,587,063	100,514,674	103,530,115	106,636,018	109,835,099	113,130,152	116,524,056	120,019,778
Purchased Gas	11,762,097	13,711,807	14,123,161	14,546,856	14,983,262	15,432,760	15,895,742	16,372,615	16,863,793	17,369,707
Other O & M	157,324,197	164,094,613	169,017,451	174,087,975	179,310,614	184,689,933	190,230,631	195,937,550	201,815,676	207,870,146
Total O&M Expense	264,526,998	272,551,141	280,727,675	289,149,505	297,823,991	306,758,710	315,961,472	325,440,316	335,203,525	345,259,631
Total Net Revenues	195,918,986	198,407,073	193,876,526	202,411,279	204,276,334	205,087,450	212,317,031	214,737,507	214,951,949	222,376,005
Uses of Net Revenues:										
Debt Service (before BABS Revenue)	102,918,849	108,033,925	106,747,031	118,042,195	118,597,645	118,917,396	122,111,666	121,951,272	121,813,513	129,541,141
Debt Defeasance from Excess Revenue	6,500,000	6,467,000	6,433,010	6,398,000	6,324,799	6,286,542	6,247,139	6,206,553	6,164,749	6,121,692
Debt Defeasance from Budget Reductions	3,410,011	2,800,000	2,800,000	2,800,000	2,800,000	2,800,000	2,800,000	2,800,000	2,800,000	2,359,989
Debt Defeasance from GSC Reductions	16,977,776	14,934,013	12,545,164	10,205,560	9,880,929	9,540,940	9,452,781	9,361,800	9,265,719	9,171,376
Debt Defeasance from Treasury	4,681,507	5,463,389	5,444,978	5,679,266	5,651,039	5,601,820	8,615,928	10,455,140	10,415,359	10,402,807
UPIF	46,125,619	45,359,758	44,168,507	43,208,819	44,619,851	45,198,691	46,259,298	47,041,542	47,475,328	47,667,377
Government Service Contribution	15,305,224	15,348,987	15,737,836	16,077,440	16,402,071	16,742,060	16,830,219	16,921,200	17,017,281	17,111,624
Total Uses of Net Revenues	195,918,986	198,407,073	193,876,526	202,411,279	204,276,334	205,087,450	212,317,031	214,737,507	214,951,949	222,376,005
Net Revenue/(Deficit)	-	-	-	-	-	-	-	-	-	-

Flow of Funds – Fiscal Year 2024

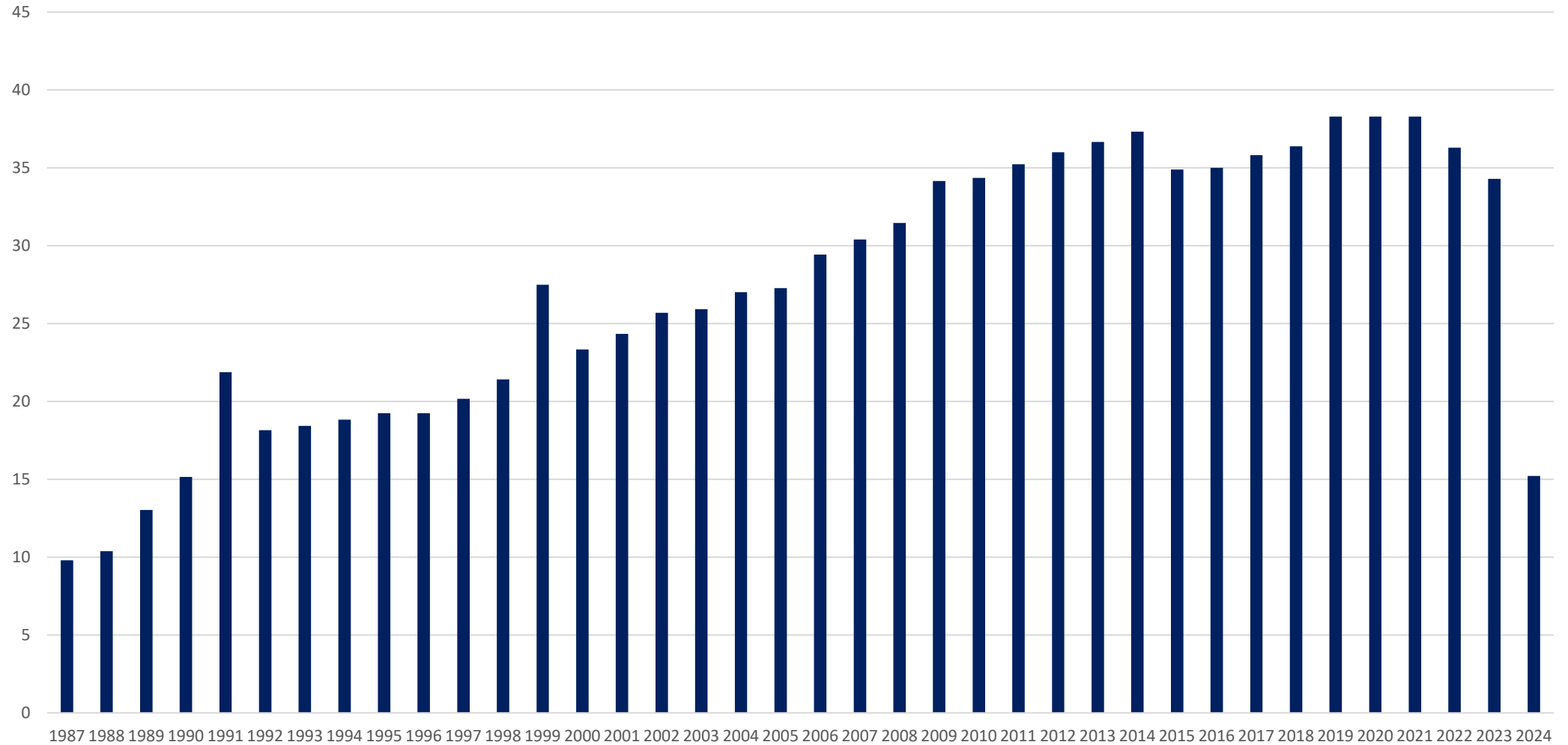




GFT (GSC)

Trend in GSC

FY	GFT (M)
1987	9.79
1988	10.38
1989	13.30
1990	15.15
1991	21.87
1992	18.15
1993	18.43
1994	18.83
1995	19.25
1996	19.24
1997	20.16
1998	21.41
1999	27.49
2000	23.34
2001	24.33
2002	25.69
2003	25.92
2004	27.01
2005	27.28
2006	29.43
2007	30.39
2008	31.45
2009	34.15
2010	34.35
2011	35.23
2012	36.00
2013	36.66
2014	34.89
2015	34.99
2016	35.81
2017	36.38
2018	38.28
2019	38.28
2020	38.28
2021	36.28
2022	34.28
2023	15.22
2024	15.22



GSC Survey Data

FMPA ELECTRIC SYSTEM GFT SURVEY FYE22					
System	Retail Sales (MWh)	Total Electric Revenues	Transfer to General Fund	Transfer as a % of Revenue	Transfer as \$ per MWh
Beaches Energy Services	707,709.74	106,480,485.00	3,707,642.00	3.48%	5.24
Bushnell	56,763.38	8,130,847.00	-	0.00%	-
Chattahoochee	36,330.75	3,677,575.00	1,540,600.00	41.89%	42.40
Fort Pierce Utilities Authority	577,978.00	85,267,532.00	4,297,058.00	5.04%	7.43
GRU	1,821,420.00	383,672,761.00	23,388,369.00	6.10%	12.84
GRU Projected FY24 - Combined Systems	1,828,716.00	460,445,984.00	15,305,224.00	3.32%	8.37
GRU Projected FY24 - Electric System	1,828,716.00	325,333,861.00	9,523,278.00	2.93%	5.21
Homestead	610,000.00	75,565,000.00	4,793,364.00	6.34%	7.86
JEA	12,488,252.00	1,491,097,000.00	94,545,651.00	6.34%	7.57
Keys Energy Services	738,081.34	132,479,804.00	598,000.00	0.45%	0.81
Kissimmee Utility Authority	1,715,502.96	259,168,499.00	18,973,463.00	7.32%	11.06
Lake Worth Beach	486,550.15	65,523,123.00	4,953,797.00	7.56%	10.18
Lakeland Electric	3,283,152.48	391,221,311.00	33,150,859.00	8.47%	10.10
Leesburg	516,184.94	81,952,720.00	7,396,152.00	9.02%	14.33
Mount Dora	95,662.97	14,302,078.00	2,201,871.00	15.40%	23.02
New Smyrna Beach	456,283.87	56,965,589.00	4,073,138.00	7.15%	8.93
Newberry	42,183.84	6,371,194.00	255,615.00	4.01%	6.06
Ocala	1,326,206.13	206,593,219.00	18,862,090.00	9.13%	14.22
Orlando Utilities Commission	4,694,005.84	601,252,814.00	90,152,857.00	14.99%	19.21
Starke	64,664.62	10,343,310.00	602,205.00	5.82%	9.31
Tallahassee	2,624,660.46	276,760,405.00	32,367,926.00	11.70%	12.33
Wauchula	65,474.87	8,269,555.00	760,653.42	9.20%	11.62
Winter Park	426,896.30	59,508,002.00	3,227,172.00	5.42%	7.56

Some in the public have suggested the GSC as a percentage of operating revenue is appropriate and reasonable based on these types of comparisons. That is accurate until you account for GRU's outsized debt service, which must be paid from GRU's operating revenues below the line.

FitchRatings U.S. Public Power - Peer Review June 20, 2023 as of FYE22		
Transfers as a % of Revenue - Combined Systems (Includes Fuel)		
Florida Utility Systems Rated A+ or Better by Fitch		
System	Transfer as a % of Revenue	Fitch Rating
JEA	6.20%	AA
Kissimmee Utility Authority	7.30%	AA
Lakeland	10.60%	AA
Orlando Utilities Commission	10.80%	AA
Tallahassee	10.30%	AA
AA median	5.70%	
Keys Energy Services	2.80%	AA-
AA- median	4.70%	
GRU	6.90%	A+
Leesburg	5.90%	A+
Winter Park	5.80%	A+
A+ median	6.00%	

Chapter 2023-348 or HB 1645 Defines the Maximum Cap on the GSC as:

- For any fiscal year, the GSC may not exceed aggregate utility system net revenues less flow of funds
- Any remaining funds, after deductions for flow of funds and GSC, shall be dedicated to additional debt service or utilized as equity in future capital projects

Chapter 2023-348 or HB 1645

- No franchise, right-of-way, license, permit or usage fee or tax may be levied by the City upon the Authority or the utilities unless allowed by general law
- There have been questions regarding reducing the GSC payments to the City and the City possibly imposing a franchise fee in return

Currently the options under review:

- Keep the GSC as projected through 2033
- Lower the GSC
- Keep the GSC flat to 2024 levels
- Eliminate the GSC
- Overpayment recovery – can open up other items for evaluation between GG and GRU or for payments including a franchise fee charged to customers



Net Debt Reduction Plan

Net Debt Reduction Plan

Key Criteria in the April 2023 plan:

- 70% debt to capitalization ratio was chosen as the target level for debt reduction, consistent with the October 2022 GRU Debt Management Policy amendment for target financial metrics approved by the City Commission
- 10 years was established as the target timeframe for reaching this ratio
- To reach this ratio in this timeframe would require a \$315 million reduction in net debt which included:
 - Savings from GSC reductions were \$119,830,000
 - Excess revenues from recurring base rate increases of 3% in the Electric System and 5% in the Wastewater System each year through FY27 totaled \$76,000,000
 - GRU committed to \$28,170,000 in budget cuts over the next decade
 - All of these resources are committed to go towards debt payments or to cash fund future capital projects, thereby reducing the amount of future debt to be issued

Net Debt Reduction Plan

	Beginning Balance	Organic Debt Changes			Debt Plan Reduction Resources			Less Cash Available for					
		Projected Outstanding Debt	Projected Issuances	Projected Paydowns Current Debt	Projected Paydowns Projected Debt	GSC Reductions	Excess Reserves	Budget Cuts	FYE Outstanding Debt	Plus Unamortized Bond Premium	Debt Svc: Operating, RSF, Debt Service & Construction Funds	= Net Debt	Divided by Net Capital Assets
FYE 22								1,731,945,000	101,033,480	(220,027,342)	1,612,951,138	1,854,172,294	86.99%
2023	1,731,945,000	150,000,000	(35,680,000)					1,846,265,000	101,033,480	(298,074,000)	1,649,224,480	1,843,298,490	89.47%
2024	1,846,265,000		(35,340,000)		(16,783,000)	(6,500,000)	(3,410,011)	1,784,231,989	101,033,480	(250,872,000)	1,634,393,469	1,830,000,000	89.31%
2025	1,784,231,989		(43,435,000)		(14,783,000)	(6,467,000)	(2,817,000)	1,716,729,989	101,033,480	(205,211,000)	1,612,552,469	1,815,000,000	88.85%
2026	1,716,729,989	60,000,000	(42,915,000)	(1,200,000)	(12,783,000)	(6,433,010)	(2,817,000)	1,710,581,979	101,033,480	(279,568,000)	1,532,047,459	1,800,000,000	85.11%
2027	1,710,581,979		(50,415,000)	(1,350,000)	(10,783,000)	(6,398,000)	(2,817,000)	1,638,818,979	101,033,480	(256,594,000)	1,483,258,459	1,795,000,000	82.63%
2028	1,638,818,979		(52,820,000)	(1,350,000)	(10,783,000)	(6,324,799)	(2,817,000)	1,564,724,180	101,033,480	(239,170,000)	1,426,587,660	1,790,000,000	79.70%
2029	1,564,724,180	98,000,000	(54,265,000)	(3,310,000)	(10,783,000)	(6,286,542)	(2,817,000)	1,585,262,638	101,033,480	(342,880,000)	1,343,416,118	1,785,000,000	75.26%
2030	1,585,262,638		(57,260,000)	(3,705,000)	(10,783,000)	(6,247,139)	(2,817,000)	1,504,450,499	101,033,480	(286,953,000)	1,318,530,979	1,780,000,000	74.07%
2031	1,504,450,499		(59,370,000)	(3,705,000)	(10,783,000)	(6,206,553)	(2,817,000)	1,421,568,946	101,033,480	(225,518,000)	1,297,084,426	1,775,000,000	73.08%
2032	1,421,568,946	106,000,000	(61,250,000)	(5,825,000)	(10,783,000)	(6,164,749)	(2,817,000)	1,440,729,197	101,033,480	(310,521,000)	1,231,241,677	1,740,000,000	70.76%
2033	1,440,729,197		(65,120,000)	(6,485,000)	(10,783,000)	(6,121,692)	(2,223,989)	1,349,995,516	101,033,480	(234,332,000)	1,216,696,996	1,725,000,000	70.53%
Totals		414,000,000	(557,870,000)	(26,930,000)	(119,830,000)	(63,149,484)	(28,170,000)						

Net Debt Reduction Plan

Key criteria changes from April 2023:

- Projected debt issuances over the next decade have declined from ~ \$468M to \$414M based on increased utilization of UPIF funding
- Interest rate on projected issuances increased slightly to 3.5% vs 3.33%
- Projected paydown on projected debt issuances declined as the April analysis assumed level debt service on 2023C bond issue with immediate principal payments; first principal payment on 2023C is in 2048

Net Debt Reduction Plan

	Beginning Balance Outstanding Debt	Organic Debt Changes		Debt Plan Reduction Resources			FYE Outstanding Debt	Less Cash Available for			Divided by Net Capital Assets	= Debt to Capitalization Rate	
		Projected Issuances	Projected Paydowns Current Debt	Projected Paydowns Projected Debt	GSC Reductions	Excess Reserves		Budget Cuts	Debt Svc: Operating, RSF, Debt Service & Construction Funds				= Net Debt
									Plus Unamortized Bond Premium				
FYE 22							1,731,945,000	101,033,480	(220,027,342)	1,612,951,138	1,854,172,294	86.99%	
2023	1,731,945,000	150,000,000	(35,680,000)				1,846,265,000	101,033,480	(298,074,000)	1,649,224,480	1,843,298,490	89.47%	
2024	1,846,265,000		(35,340,000)		(16,977,776)	(6,500,000)	(3,410,011)	1,784,037,213	101,033,480	(250,872,000)	1,634,198,693	1,830,000,000	89.30%
2025	1,784,037,213		(43,435,000)		(14,934,013)	(6,467,000)	(2,817,000)	1,716,384,200	101,033,480	(205,211,000)	1,612,206,680	1,815,000,000	88.83%
2026	1,716,384,200	60,000,000	(42,915,000)	(1,200,000)	(12,545,164)	(6,433,010)	(2,817,000)	1,710,474,026	101,033,480	(279,568,000)	1,531,939,506	1,800,000,000	85.11%
2027	1,710,474,026		(50,415,000)	(1,350,000)	(10,205,560)	(6,398,000)	(2,817,000)	1,639,288,466	101,033,480	(256,594,000)	1,483,727,946	1,795,000,000	82.66%
2028	1,639,288,466		(52,820,000)	(1,350,000)	(9,880,929)	(6,324,799)	(2,817,000)	1,566,095,738	101,033,480	(239,170,000)	1,427,959,218	1,790,000,000	79.77%
2029	1,566,095,738	98,000,000	(54,265,000)	(3,310,000)	(9,541,000)	(6,286,542)	(2,817,000)	1,587,876,196	101,033,480	(342,880,000)	1,346,029,676	1,785,000,000	75.41%
2030	1,587,876,196		(57,260,000)	(3,705,000)	(9,452,781)	(6,247,139)	(2,817,000)	1,508,394,276	101,033,480	(286,953,000)	1,322,474,756	1,780,000,000	74.30%
2031	1,508,394,276		(59,370,000)	(3,705,000)	(9,361,800)	(6,206,553)	(2,817,000)	1,426,933,923	101,033,480	(225,518,000)	1,302,449,403	1,775,000,000	73.38%
2032	1,426,933,923	106,000,000	(61,250,000)	(5,825,000)	(9,265,719)	(6,164,749)	(2,817,000)	1,447,611,455	101,033,480	(310,521,000)	1,238,123,935	1,740,000,000	71.16%
2033	1,447,611,455		(65,120,000)	(6,485,000)	(9,171,376)	(6,121,692)	(2,223,989)	1,358,489,398	101,033,480	(234,332,000)	1,225,190,878	1,725,000,000	71.03%
Totals		414,000,000	(557,870,000)	(26,930,000)	(111,336,118)	(63,149,484)	(28,170,000)						

Net Debt Reduction Plan

Current options under internal review:

- Keep the plan as projected through 2033
- Lower the GSC and add to the plan
- Keep the GSC flat to 2024 levels and apply additional savings to the plan
- Evaluate any further expense cuts and apply to the plan
- Change the principal paydown from historically leveling debt service to leveling principal payments
- Must address the streetlight payments impact on the plan

Appendix

General Fund Transfer History



General Fund Transfer History

- Prior to 1986 no predetermined or formulaic mechanism for calculating GFT
- General Government prepared budget which included a dollar amount to be derived from transfer as part of annual General Fund revenue budget
- Amount proposed by General Government was based on its need to support expenditure budget requirements

General Fund Transfer History

- During FY86 budget hearings GRU presented report to City Commission proposing that transfer was too high
- GRU contended that over the period FY81 – FY86 there was no apparent correlation between utility's ability to pay and the amount of the transfer
- GRU staff noted that bond rating agencies preferred that transfers from a municipally owned utility to a general government be based on a formula

General Fund Transfer History

- Based on these issues GRU recommended that General Manager and City Manager should develop a formula for approval by the City Commission to determine future transfers
- Formula should include the following characteristics:
 - Track the utility's ability to pay
 - Be stable rather than volatile
 - Be simple and easy to administer
 - Provide an appropriate return to General Government

General Fund Transfer History

- April 14, 1986 the City Commission voted to establish a formula to determine the amount of Electric Fund and Water Fund revenues to be transferred to General Government
- Components of the transfer were:
 - 14.65% of gross electric revenues from second preceding year, less fuel and electric surcharge from second preceding year, plus
 - Electric surcharge from current year, plus
 - Water surcharges from current year, less
 - Water surcharges from second preceding year

General Fund Transfer History

- 1989
 - Gross percentage of revenue similar to electric component introduced for water and wastewater systems
 - 5% of gross water & wastewater revenues from second preceding year

- 1990
 - Gross revenue component for water & wastewater increased from 5% to 11.5%
 - Gainesville Gas Company purchased – GRU transfers equivalent of gas franchise fee of \$187,500 to General Government

General Fund Transfer History

- 1991
 - Gross revenue component for water & wastewater is increased to 14.65% to match electric system percentage
 - Gas System incorporated into transfer formula

- 1993
 - Gross revenue component for Water System is adjusted to exclude water sales to the University of Florida
 - Consistent with practice of selling water to UF at a price that does not include profit

- 1999
 - GRUCom introduced into transfer process with negotiated dollar amount

General Fund Transfer History

- 2001
 - Concerns about potential deregulation
 - Impact of transfer on GRU competitive position
 - Craft a methodology that would furnish General Government with resources to continue service delivery levels and allow GRU to compete in a deregulated environment
 - Wanted modified formula to
 - Be predictable, verifiable, and stable
 - Provide for growth
 - Enable GRU to compete
 - Deal with electric surcharge as impediment to competitiveness
 - Provide a competitive return to shareholders, and
 - Satisfy rating agency issues

General Fund Transfer History

- 2001 continued...
 - Electric System formula that came from this process was departure from gross revenue methodology
 - Moved to a retail kilowatt hour delivered basis
 - Two components
 - Base
 - Base component represented equivalent return would receive from private utility
 - Property tax
 - Franchise fee
 - Dividends (return on investment to shareholder)
 - Grows at 3% per year as long as 3 year rolling average of retail kilowatt hours delivered is equal to or greater than 0
 - Incentive
 - 3% of net interchange sales
 - One-half of the percentage growth in retail kilowatt hours delivered in excess of 3% multiplied by the base amount
 - Electric surcharge now retained by GRU

General Fund Transfer History

- 2002
 - Water/Wastewater connection surcharge added
- 2006
 - 10% gas surcharge added
- 2011
 - During the period FY00 – FY10 three year rolling average of retail kilowatt hours delivered was negative only one time, so transfer grew by 3% nine of ten years
 - But the three year average actually reached 3% only one of those ten years
 - From GRU perspective more was paid than was made nine out of ten years
 - Economic issues facing GRU and General Government in wake of recession
 - Both sides agreed changes to transfer methodology could be useful
 - General Government desired
 - Predictability
 - Stability
 - Element of guaranteed growth
 - GRU desired
 - Predictability
 - Stability
 - Flexibility to provide transfer from any system which had financial ability to pay rather than defined transfer by system as in existing model

General Fund Transfer History

- 2011 continued...
 - Result was four year agreement (FY11 – FY14) with fixed dollar transfers per year for each of the four years
 - Any difference between revised and former methodology in excess of \$500,000 would be shared between General Government and GRU
- 2015
 - Both sides seeking defined agreement to provide budget stability
 - Generated five year agreement with 1.5% per year growth in GFT
 - Ad valorem tax associated with biomass facility deducted from transfer
 - In recognition of GRU need for rate relief, first year amount of agreement (FY15) was approximately \$3 million reduction from FY14 level

General Fund Transfer History

- FY19 through FY21 the GFT was constant at \$38,285,000

- During the FY22 budget process the City Commission directed that the GFT be reduced by \$2,000,000 per year each year from FY22 through FY27
 - FY22 \$36,283,000
 - FY23 \$34,283,000
 - FY24 \$32,283,000
 - FY25 \$30,283,000
 - FY26 \$28,283,000
 - FY27 \$26,283,000

General Fund Transfer History

- During the April 13, 2023 General Policy Committee meeting the City Commission approved a change to the General Fund Transfer as part of GRU's Net Debt Reduction Plan
- Beginning in FY24, the transfer will be based on a formula consisting of two components
 - Property tax component: The then current ad valorem millage rate applied against 70% of GRU's Total Insured Value in the most recent Property Insurance Policy
 - Franchise Fee Component: (90% of Electric System revenues less fuel and transfers to/from the Rate Stabilization Fund) times 5%
- The name of the General Fund Transfer was changed to Government Services Contribution



BFA Financial Touchpoints

Key Financial Touchpoints

- November 2017 – GRU bought out the biomass PPA, reducing overall/imputed debt by \$250 million
- February 2018 – City Commission reduced bills by 8-10% as promised by the Commission after buyout of PPA for the biomass plant
- May 2018 – the results of the bill reductions and high General Fund Transfer payments were becoming increasingly apparent as GRU was now projecting negative cash from the bill reductions coupled with increasing debt service to cover the debt service on DHR
- February 2019 – CFO completed a formal Cash Reserves Policy to stabilize cash (GRU had not received formal board approval before then)

Key Financial Touchpoints

- February 2019 – CFO completed a debt restructuring to stabilize cash reserves and cash fund CIP
- March 2020 – CFO received approval to complete debt refinancings to lower interest rates \$134 million in future savings (set aside for debt defeasance)
- September 2020 – GG completed Pension Obligation Bond issuance saving GRU \$64 million (set aside for debt defeasance)
- September 2021 – City Commission approved multi-year rate increases in Electric and Wastewater to fund GRU operations and build profit levels which has the effect of now being able to pay the full amount of the GFT from profit

Key Financial Touchpoints

- October 2022 – CFO completed a formal debt defeasance policy and financial metrics policy (GRU had not received formal board approval before then)
- February 2023 – JLAC instructed the Mayor to complete bold moves to deal with GRU's debt
- April 2023 – City Commission approved reducing the General Fund Transfer to \$15.3 million in fiscal year 2024 from \$32.3 million
- 2024 through 2033 projections include the following components:
 - Multiyear base rate increases in Electric 3% and Wastewater 5%
 - General Fund payments ranging from \$15.3 million in 2024 to \$17.1 million in 2033

Transaction Related Savings

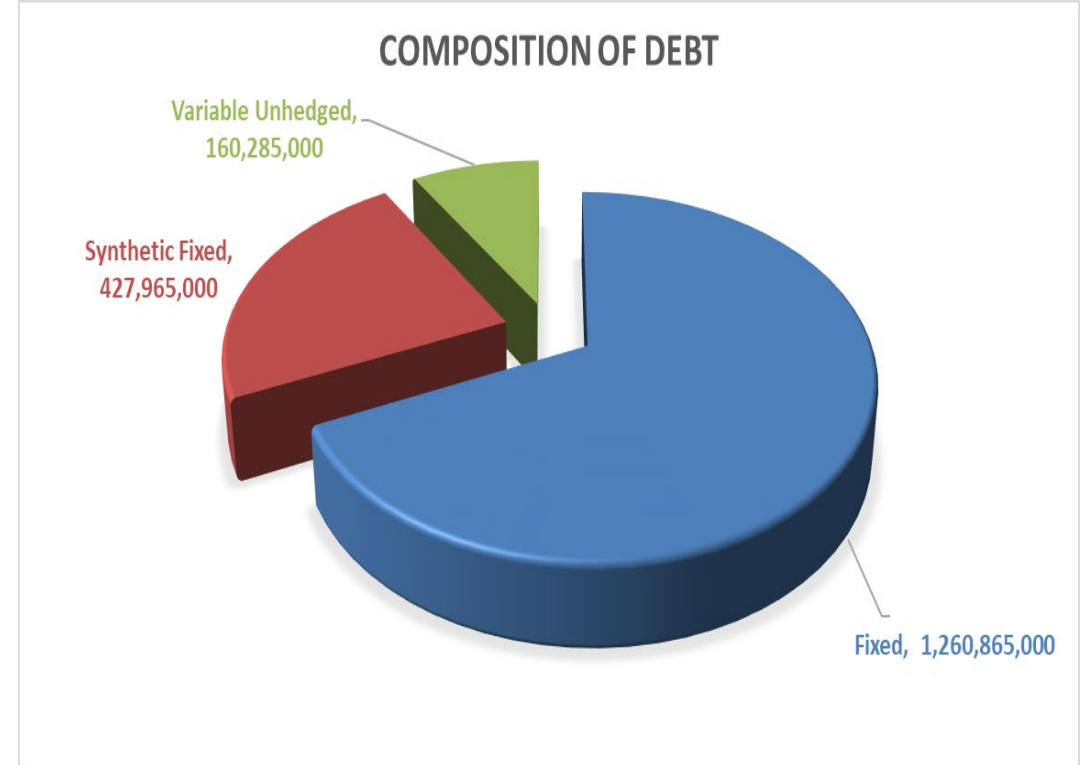
Summary of Transaction Related Savings 2017 Forward Savings Over the Life of the Issues

DHR Acquisition	771,772,806
Series 2019B: Refunding of Series 2005B (savings 2019 - 2024)	9,573,288
Series 2019C: Refunding of Series 2005C, 2006A, 2007A, 2008B, & 2012B (savings 2019 - 2024)	56,759,489
2020 Restructuring Transactions:	
Series 2017C Swap	23,941,220
Series 2020A: Forward Delivery Tax-Exempt Direct Placement Refunding of Series 2010C Bonds	4,108,262
Series 2017B Goldman Sachs Swap Termination Option Extension	8,532,699
Series 2005A Bonds Redemptions	190,273
Series 2014A Forward Starting Swap	12,955,566
Series 2019A Forward Starting Swap	78,749,501
Series 2017B Citi Swap Termination Option Extension	5,577,708
2020 Pension Obligation Bonds	63,689,301
Series 2022A : Series 2012A Refunding	5,142,652
Series 2022B: Refunding of Series 2007A & 20008B	5,917,611
Total Savings	1,046,910,376

Transaction Related Savings

Debt Portfolio Composition

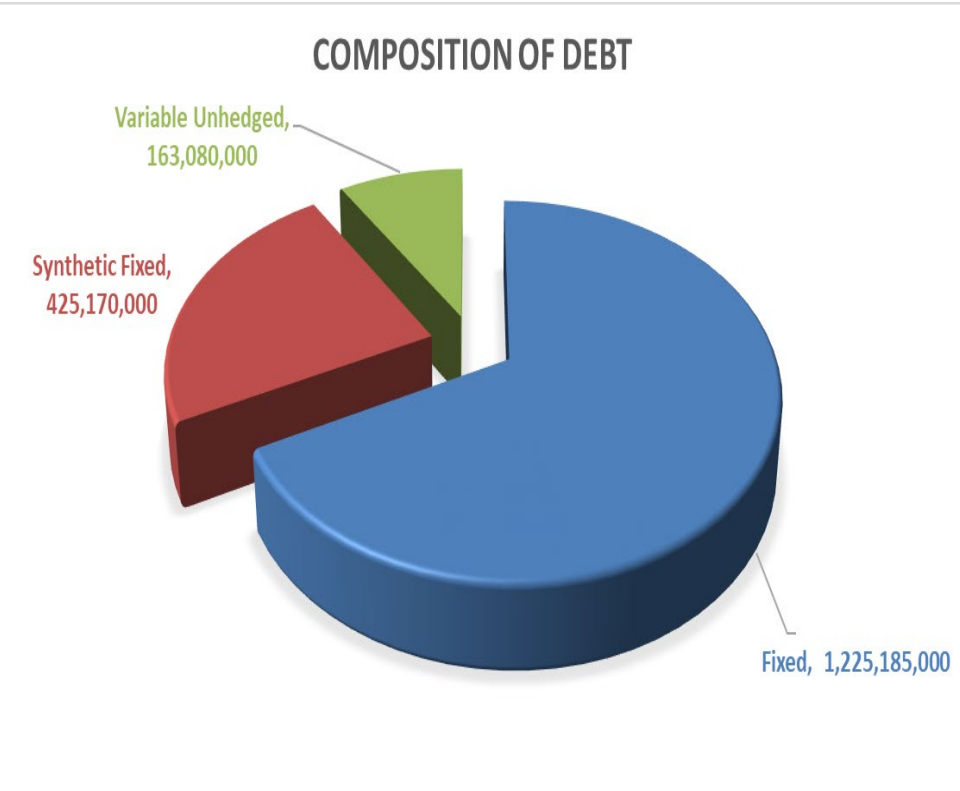
PORTFOLIO COMPOSITION					
Outstanding Principal @9/30/23				Outstanding	(Overhedged)
	Fixed	Variable	Total	Notional Swap \$	Net Unhedged
2005C		3,090,000		5,980,000	(2,890,000)
2006A		2,985,000		5,775,000	(2,790,000)
2009B	123,310,000				
2010A	12,930,000				
2010B	132,445,000				
2012B		98,610,000			98,610,000
2014A	36,000,000		(1)		
2014B	12,085,000				
2017A	357,750,000				
2019A	153,820,000		(2)		
2019B	26,665,000				
2019C		67,355,000			67,355,000
2020A	10,620,000				
2021A	95,760,000				
2022A	66,600,000				
2022B	232,880,000				
2023A		160,000,000		45,000,000	115,000,000
				115,000,000	(115,000,000)
2023B		105,000,000		105,000,000	-
2023C		151,210,000		151,210,000	-
@ 9/30/23	1,260,865,000	588,250,000	1,849,115,000	427,965,000	160,285,000
Composition Summary					
% Original Issue Fixed	68.19%				
% Original Issue Variable	31.81%				
\$ Notional Swaps	427,965,000				
% Fixed/Synthetically Fixed	91.33%				
\$ Fixed/Synthetically Fixed	1,688,830,000				
\$ Variable Unhedged	160,285,000				
(1) 2014 A FSS effective October 1, 2024 with a notional amount of \$34,025,000					
(2) 2019A FSS effective October 1, 2029 with a notional amount of \$153,280,000					



Transaction Related Savings

Debt Portfolio Composition @ 10/1/2023

PORTFOLIO COMPOSITION					
Outstanding Principal @10/1/23				Outstanding	(Overhedged)
	Fixed	Variable	Total	Notional Swap \$	Net Unhedged
2005C		3,090,000		4,560,000	(1,470,000)
2006A		2,985,000		4,400,000	(1,415,000)
2009B	117,905,000				
2010A	12,930,000				
2010B	132,445,000				
2012B		98,610,000			98,610,000
2014A	35,035,000		(1)		
2014B	12,085,000				
2017A	343,355,000				
2019A	153,820,000		(2)		
2019B	26,665,000				
2019C		67,355,000			67,355,000
2020A	10,575,000				
2021A	95,760,000				
2022A	54,525,000				
2022B	230,085,000				
2023A		160,000,000		45,000,000	115,000,000
				115,000,000	(115,000,000)
2023B		105,000,000		105,000,000	-
2023C		151,210,000		151,210,000	-
@ 9/30/23	1,225,185,000	588,250,000	1,813,435,000	425,170,000	163,080,000
Composition Summary					
% Original Issue Fixed	67.56%				
% Original Issue Variable	32.44%				
\$ Notional Swaps	425,170,000				
% Fixed/Synthetically Fixed	91.01%				
\$ Fixed/Synthetically Fixed	1,650,355,000				
\$ Variable Unhedged	163,080,000				
(1) 2014 A FSS effective October 1, 2024 with a notional amount of \$34,025,000					
(2) 2019A FSS effective October 1, 2029 with a notional amount of \$153,280,000					



Flow of Funds

ELECTRIC FUND

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Total Revenues	325,399,861	328,873,634	331,429,767	342,683,688	350,356,033	360,161,058	366,822,049	374,370,528	381,033,199	388,883,669
O&M Expense:										
Native Load Fuel Cost	95,440,704	94,744,721	97,587,063	100,514,674	103,530,115	106,636,018	109,835,099	113,130,152	116,524,056	120,019,778
Other O&M	95,094,701	99,419,307	102,401,886	105,473,943	108,638,161	111,897,306	115,254,225	118,711,852	122,273,207	125,941,404
Total O&M	190,535,405	194,164,028	199,988,949	205,988,617	212,168,276	218,533,324	225,089,324	231,842,004	238,797,264	245,961,182
Total Net Revenues	134,864,456	134,709,606	131,440,819	136,695,071	138,187,757	141,627,734	141,732,725	142,528,525	142,235,935	142,922,488
Uses of Net Revenues:										
Debt Service (before BABS Revenue)	71,930,998	72,767,894	71,583,327	75,985,146	76,713,938	79,856,103	78,612,293	79,808,402	79,767,685	80,696,068
UPIF Contribution	28,736,177	28,599,426	28,027,578	27,537,340	28,503,820	28,892,179	29,664,670	30,470,619	30,276,236	30,156,369
Government Service Contribution	9,523,278	9,550,508	9,792,459	10,003,769	10,205,762	10,417,311	10,472,166	10,528,777	10,588,561	10,647,263
Loss absorbed from GRUCom (66.3%)	3,910,080	3,977,596	3,769,228	6,420,918	6,307,967	6,293,279	4,328,989	3,196,673	3,206,237	3,401,116
Debt Defeasance from Excess Revenues	4,356,143	4,323,143	4,289,153	4,254,144	4,180,942	4,142,686	4,103,282	4,062,696	4,020,893	3,977,835
Debt Defeasance from Budget Reductions	2,121,791	1,742,227	1,742,227	1,742,227	1,742,227	1,742,227	1,742,227	1,742,227	1,742,227	1,468,442
Debt Defeasance from GSC Reduction	10,563,980	9,292,302	7,805,902	6,350,144	6,148,151	5,936,602	5,881,747	5,825,137	5,765,353	5,706,650
Debt Defeasance from Treasury	3,722,009	4,456,511	4,430,944	4,401,382	4,384,949	4,347,346	6,927,350	6,893,994	6,868,744	6,868,744
Total Uses of Net Revenues	134,864,456	134,709,606	131,440,819	136,695,071	138,187,757	141,627,734	141,732,725	142,528,525	142,235,935	142,922,488
Net Revenue/(Deficit)	-	-	-	-	-	-	-	-	-	-

Flow of Funds

WATER FUND

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Total Revenues	42,267,303	44,616,210	44,584,959	46,482,330	47,162,908	46,754,503	50,686,666	52,132,452	53,064,513	56,837,161
Total O&M Expense	20,929,819	22,134,079	22,798,101	23,482,044	24,186,506	24,912,101	25,659,464	26,429,248	27,222,125	28,038,789
Total Net Revenues	21,337,484	22,482,131	21,786,858	23,000,285	22,976,403	21,842,402	25,027,202	25,703,204	25,842,388	28,798,372
Uses of Net Revenues:										
Debt Service (before BABS Revenue)	9,479,903	11,391,725	11,328,184	12,570,663	12,540,712	11,406,343	14,923,048	15,221,349	15,170,536	18,052,457
UPIF	6,154,840	5,714,522	5,373,326	5,104,105	5,132,536	5,135,645	5,174,959	5,043,991	5,232,909	5,327,978
Government Service Contribution	1,991,424	1,997,118	2,047,713	2,091,900	2,134,139	2,178,376	2,189,847	2,201,685	2,214,187	2,226,462
Loss absorbed from GRUCom (12.52%)	738,374	751,124	711,776	1,212,517	1,191,188	1,188,414	817,480	603,655	605,461	642,262
Debt Defeasance from Budget Reductions	443,690	364,319	364,319	364,319	364,319	364,319	364,319	364,319	364,319	307,068
Debt Defeasance from GSC Reductions	2,209,046	1,943,124	1,632,301	1,327,886	1,285,647	1,241,410	1,229,939	1,218,101	1,205,600	1,193,324
Debt Defeasance from Treasury	320,207	320,198	329,239	328,894	327,862	327,895	327,609	1,050,103	1,049,376	1,048,821
Total Uses of Net Revenues	21,337,484	22,482,131	21,786,858	23,000,285	22,976,403	21,842,402	25,027,202	25,703,204	25,842,388	28,798,372
Net Revenue/(Deficit)	-	-	-	-	-	-	-	-	-	-

Flow of Funds

WASTEWATER FUND

	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Total Revenues	56,093,345	58,703,211	59,272,377	62,290,405	63,527,439	63,368,600	67,716,456	69,548,250	70,870,255	75,665,764
Total O&M Expense	25,715,106	26,657,296	27,457,015	28,280,725	29,129,147	30,003,021	30,903,112	31,830,206	32,785,112	33,768,665
Total Net Revenues	30,378,239	32,045,915	31,815,362	34,009,679	34,398,292	33,365,578	36,813,343	37,718,045	38,085,143	41,897,099
Uses of Net Revenues:										
Debt Service (before BABS Revenue)	13,933,319	15,818,053	15,996,425	17,633,242	17,614,641	16,389,209	20,076,353	20,187,066	20,164,420	23,814,849
UPIF Contribution	7,263,974	7,449,353	7,411,982	7,384,069	7,827,654	8,033,558	8,288,693	8,226,082	8,625,144	8,822,191
Government Service Contribution	2,456,917	2,463,942	2,526,363	2,580,879	2,632,992	2,687,569	2,701,721	2,716,326	2,731,750	2,746,895
Loss absorbed from GRUCom (16.02%)	944,788	961,102	910,755	1,551,480	1,524,187	1,520,639	1,046,009	772,409	774,720	821,808
Debt Defeasance from Excess Revenue	2,143,857	2,143,857	2,143,857	2,143,857	2,143,857	2,143,857	2,143,857	2,143,857	2,143,857	2,143,857
Debt Defeasance from Budget Reductions	547,402	449,478	449,478	449,478	449,478	449,478	449,478	449,478	449,478	378,844
Debt Defeasance from GSC Reductions	2,725,408	2,397,327	2,013,850	1,638,278	1,586,166	1,531,588	1,517,436	1,502,831	1,487,407	1,472,263
Debt Defeasance from Treasury	362,573	362,802	362,652	628,396	619,317	609,680	589,796	1,719,996	1,708,367	1,696,393
Total Uses of Net Revenues	30,378,239	32,045,915	31,815,362	34,009,679	34,398,292	33,365,578	36,813,343	37,718,045	38,085,143	41,897,099
Net Revenue/(Deficit)	-	-	-	-	-	-	-	-	-	-

Flow of Funds

GAS FUND										
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Total Revenues	27,945,400	29,788,602	29,981,012	30,527,891	31,109,796	31,154,167	32,184,834	32,932,039	33,657,118	34,372,742
O&M Expense:										
Purchased Gas	11,762,097	13,711,807	14,123,161	14,546,856	14,983,262	15,432,760	15,895,742	16,372,615	16,863,793	17,369,707
Other O&M	6,034,819	6,088,925	6,271,593	6,459,741	6,653,533	6,853,139	7,058,733	7,270,495	7,488,610	7,713,268
Total O&M	17,796,916	19,800,732	20,394,754	21,006,597	21,636,794	22,285,898	22,954,475	23,643,110	24,352,403	25,082,975
Total Net Revenues	10,148,484	9,987,870	9,586,258	9,521,294	9,473,001	8,868,269	9,230,359	9,288,930	9,304,715	9,289,767
Uses of Net Revenues:										
Debt Service (before BABS Revenue)	4,929,474	5,220,896	5,177,804	5,180,241	5,169,825	4,586,660	4,653,758	4,632,682	4,609,638	4,581,675
UPIF Contribution	2,970,627	2,596,457	2,355,621	2,183,305	2,155,841	2,137,309	2,130,976	2,300,850	2,341,039	2,360,838
Government Service Contribution	763,532	765,715	785,113	802,055	818,250	835,211	839,609	844,148	848,941	853,648
Loss absorbed from GRUCom (5.16%)	304,314	309,569	293,352	499,728	490,937	489,794	336,917	248,791	249,535	264,702
Debt Defeasance from Budget Reductions	170,115	139,684	139,684	139,684	139,684	139,684	139,684	139,684	139,684	117,733
Debt Defeasance from GSC Reduction	846,970	745,013	625,841	509,125	492,930	475,969	471,571	467,032	462,239	457,532
Debt Defeasance from Treasury	163,452	210,536	208,843	207,157	205,535	203,643	657,844	655,743	653,639	653,639
Total Uses of Net Revenues	10,148,484	9,987,870	9,586,258	9,521,294	9,473,001	8,868,269	9,230,359	9,288,930	9,304,715	9,289,767
Net Revenue/(Deficit)	-	-	-	-	-	-	-	-	-	-



Thank You



**Gainesville Regional Utilities Authority
Agenda Item Report**

File Number: 2023-1150

Agenda Date: December 6, 2023

Department: Gainesville Regional Utilities

Title: 2023-1150 Board Action Item Regarding Interlocal Agreement Between Alachua County And The City Of Gainesville For The Acquisition Of The Trunked Radio System (B)

Department: GRU/GRUCom

Description: GRUCom and Alachua County staff have finalized the “Interlocal Agreement between Alachua County and the City of Gainesville for the Acquisition of the Trunked Radio System”.

Fiscal Note: \$8,000,000 cash payment in return for the sale of the Trunked Radio System to Alachua County at closing

Explanation: On September 26 and September 28, 2023, the Alachua County Commission and the City of Gainesville, respectively, agreed to extend the interlocal agreement until December 31, 2023, to provide staff additional time to finalize the sale agreement and present to the GRUA and the Alachua County Commission for approval.

On November 1, 2023, GRUA authorized staff to move forward with finalizing the sale agreement of the public safety radio system with Alachua County.

As authorized by the GRUA and the Alachua County Commission, GRUCom and County staff have finalized the “*Interlocal Agreement between Alachua County and the City of Gainesville for the Acquisition of the Trunked Radio System*”.

As part of the sale process, the County is requesting that the City Commission sign an Estoppel Agreement wherein the City Commission waives any possible claims relating to the validity of the Purchase and Sale Agreement.

Though the authority to manage and control the utilities has been transferred to the GRUA, the City Commission can enter into the Estoppel Agreement, pursuant to the City Charter, to “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.”

Recommendation: GRUA authorize the GRUA chair and the general manager or designees to execute the Purchase and Sale Agreement of the Public Safety Radio System to Alachua County subject to approval by the City Attorney as to form and legality. Consistent with the City Charter to do all things necessary to effectuate an orderly transition of management, operation, and control of the utilities from the City to the Authority, GRUA authorize City Attorney to request City Commission to enter into Estoppel agreement with County

Sale of the Public Safety Radio System to Alachua County

Status and Staff Recommendation

Agenda

- Update since November 1, 2023
- Path forward
- Schedule
- Staff recommendation

- Staff and County have finalized all outstanding contract issues
- County Commission updated on progress on Nov. 14th

- County requested more assurances to taking over City asset in uncertainty with HB1645
- The best path forward for all parties:
 - GRUA and County sign purchase sale agreement
 - County and City Commission sign an Estoppel agreement

Estoppel Agreement

- Provides consistency with City Charter to do “all things necessary to effectuate an orderly transition of management, operation, and control of the utilities from the City to the Authority.”
- Recognizes past interlocal agreements between City and County related to both parties' commitment to making sale
- References the TRS purchase agreement between GRUA and County
- Acts as a waiver to prevent the City from making any claims or taking actions related to the validity of the purchase agreement between GRUA and the County

Schedule

Action	Date
GRUA approve sale	December 6th
County commission approve sale contingent on Estoppel Agreement	December 12th
City Commission approve Estoppel Agreement	December 14th
Closing	On or before December 29th

Public Safety Radio System

Recommendation...

- GRUA authorize the GRUA chair and the general manager or designees to execute the Purchase and Sale Agreement of the Public Safety Radio System to Alachua County subject to approval by the City Attorney as to form and legality.
- Consistent with the City Charter to do all things necessary to effectuate an orderly transition of management, operation, and control of the utilities from the City to the Authority, GRUA authorize City Attorney to request City Commission to enter into Estoppel agreement with County.

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

Anna Prizzia, 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

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

By and Between

**ALACHUA COUNTY, FLORIDA
(County)**

and

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

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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. 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. The City asserts that the Purchased Assets are part of the City's telecommunications system, but 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

Anna Prizzia, 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

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 <u>UPD</u> <u>DISPATCH</u>
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	147CZD0392	T8492A	JUNIPER SRX-345 ROUTER
Hardware	UPD	1	147CZD0381	T848492A	JUNIPER SRX-345 ROUTER
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	Cant Access	T8492A	Juniper SRX-345 Router
Hardware	CDC	1	Cant Access	T8492A	Juniper SRX-345 Router
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 at Combined
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					Communications Center
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	MXL1142M3M	HP	NICE AIS
Hardware	CCC	1	MXL11338KB	HP	NICE AIS
Hardware	CCC	1	MXQ72900HC	HP	NICE Logger
Hardware	CCC	1	MXQ651086X	HP	NICE Logger
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	147CDZ0385	T8492A	Juniper SRX-345 Router
Hardware	CCC	1	147CDZ0380	T8492A	Juniper SRX-345 Router
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

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	147CZD0383	T8492A	JUNIPER SRX-345 ROUTER
Hardware	SCC	1	147CZD0379	T8492A	JUNIPER SRX-345 ROUTER
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	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	FG101ETK200	T8586A	Fortinet FG101-E VPN/Firewall (ISSI,etc)
Hardware	1	FG101ETK201	T8586A	Fortinet FG101-E VPN/Firewall (RNI/DMZ)
Hardware	1	147CZD0393	T8493A	JUNIPER SRX-345 ROUTER

Hardware	1	147CZD0394	T8493A	JUNIPER SRX-345 ROUTER	
Hardware	1	147CND0594	SQM01SUM0205	GGM 8000 GATEWAY (GGSN)	RETIRED IN PLACE
Hardware	1	147CND0595	SQM01SUM0205	GGM 8000 GATEWAY (GGSN)	RETIRED IN PLACE
Hardware	1	147CND0593	SQM01SUM0205	GGM 8000 GATEWAY (GGSN)	w/CCGW
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	147CND0647	GGM8000	GGM 8000 GATEWAY (GGSN) PDU Server	
Hardware	1	ACG903445	DX2002A	DIAGNOSTIX RADIO ANALYZER	
Hardware	1	7CRHM83	GENESIS SERVER READER		
Hardware	1	FG101FTK21004164	FORTINET 101F		
Hardware	1	No Serial	HP Laserjet 4050		

Millhopper

TYPE	QTY	SERIAL	PART NUMBER	DESCRIPTION
Hardware	1	147CZD0387	T8492A	JUNIPER SRX 345 ROUTER
Hardware	1	TW07HKT1GQ	CLN1868A	HPE Aruba 2930F-24

Hardware	1	TW07HKT18K	CLN1868A	HPE Aruba 2930F-24
Hardware	3	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	DSTSXFMBF	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	2040	N/A	L3323	COAXIAL CABLE
Antenna Sys	1	N/A	DQBMR10HB1	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
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WYKS

TYPE	QTY	SERIAL	PART NUMBER	DESCRIPTION
Hardware	1	147CZD0390	T8492A	JUNIPER SRX345 ROUTER
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	A	N/A	DSTSXFMBF	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
Antenna Sys	1	FL118050059	DSPCD013V8	8 CHANNEL COMBINER KIT, STANDARD IS
	1	FL118050013	DSPCD013V8	8 CHANNEL COMBINER KIT, STANDARD IS

GPD

TYPE	QTY	SERIAL	PART NUMBER	DESCRIPTION
Hardware	1	147CZD0384	T8492A	JUNIPER SRX 345 ROUTER
Hardware	1	TW07HKT1GR	CLN1868A	HPE Aruba 2930F-24
Hardware	1	TW07HKT1BZ	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	221550-B	DS428E83I01T	TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS
Antenna Sys	1	221550-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	DSTSXFMBF	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	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	147CZD0382	T8492A	JUNIPER SRX 345 ROUTER
Hardware	1	TW07HKTOQL	CLN1868A	HPE Aruba 2930F-24
Hardware	1	TW07HKTOQJ	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	Uninterruptable Power Supply
SITE	2	No Serial	FE CAB	UPS Battery Cabinets
SITE	1	21176000ILAU043	VERTIV 12KV	Uninterruptable 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	OTH1042522	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	DSTSXDFMBF	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	NGD 1049086	DPS	ALARM CONTROLLER
SITE	1	No Serial	TVSS	Transtector APEX IMAX
SITE	1	No Serial	s-150-48	Meanwell PS for DPS
Site	1	No Serial	8 port	Ubiquity Switch for DPS equipment
Site	1	147CND0686	GGM8000	ROUTER/GATEWAY WITH CCGW

Phifer

TYPE	QTY	SERIAL	PART NUMBER	DESCRIPTION
Hardware	1	147CDZ0391	T8492A	JUNIPER SRX345 ROUTER
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	Uninteruptable Power Supply
SITE	1	FE18K03796	FE18KV	Uninteruptable 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	DSTSXFMBF	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	147CZD0389	T8492A	JUNIPER SRX345 ROUTER
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	DSTSXFMBF	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	469SNG069R	MOTOROLA	MOTO SDM 3000
Hardware	1	147CWZ1238	T8492A	SRX 345
Hardware	1	185122011000316	JUNIPER	SSG140
Hardware	1	442CKZ1406	MCC7500	MOTOROLA VOICE PROCESSOR MODULE
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	227CQF0000	MOTOROLA	SMARTX AUDIO PROCESSOR
Hardware	1	227CMX0057	MOTOROLA	SMARTX AUDIO PROCESSOR
Hardware	1	277CPK0072	MOTOROLA	SMARTX AUDIO PROCESSOR
Hardware	1	277CPZ0031	MOTOROLA	SMARTX AUDIO PROCESSOR
Hardware	1	277CPV0009	MOTOROLA	SMARTX AUDIO PROCESSOR
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	147CXK0215	SQM01SUM0205	GGM 8000 GATEWAY
Hardware	1	147CND0649	SQM01SUM0205	GGM 8000 GATEWAY
Hardware	1	147CND0653	SQM01SUM0205	GGM 8000 GATEWAY
Hardware	1	147CND0538	SQM01SUM0205	GGM 8000 GATEWAY
Hardware	1	147CND0539	SQM01SUM0205	GGM 8000 GATEWAY
Hardware	1	147CND0558	SQM01SUM0205	GGM 8000 GATEWAY
Hardware	1	147CND1258	SQM01SUM0205	GGM 8000 GATEWAY
Hardware	1	147CND1257	SQM01SUM0205	GGM 8000 GATEWAY
Hardware	1	147CND0545	SQM01SUM0205	GGM 8000 GATEWAY
Hardware		BB3904EQ	CPN1047A	QUANTAR POWER SUPPLY
Hardware	2	CAE020HK92	CLF1849A	QUANTAR PA ASSEMBLY
Hardware		BB3904EB	CLF1849A	QUANTAR PA ASSEMBLY
Hardware	2	CAE0003YWD	CLF1510A	QUANTAR EXCITER
Hardware		CAE0001GPH	CLF1510A	QUANTAR EXCITER
Hardware	2	43Y99	CLF1530A	QUANTAR RECIEVER
Hardware		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- - IN YARD--

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

Anna Prizzia, 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

COMPOSITE EXHIBIT "G"
USER AGREEMENTS FOR CITY AND GRU

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
	<u>10,429,043</u>	<u>3,944,107</u>	<u>14,373,150</u>

* 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

Anna Prizzia, 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



CITY OF GAINESVILLE
OFFICE OF THE CITY ATTORNEY

200 East University Avenue, Suite 425
Gainesville, Florida 32601
(352) 334-5011 • (352) 334-2229 Fax

Mail: Post Office Box 490, Station 46
Gainesville, Florida 32627

Daniel M. Nee ♦
City Attorney

Brian W. Franklin
Bianca Y. Lherisson
Lee C. Libby
Michele Martin
Sean M. McDermott ♦
Katherine L. Mockler
David C. Schwartz

TO: Tony Cunningham, General Manager **DATE:** June 6, 2023
FROM: Bianca Lherisson, Assistant City Attorney II
SUBJECT: Trunked Radio System

Question: Whether the sale or disposal of the Trunked Radio System for Public Safety would materially reduce the capacity of GRUCom to distribute telecommunications services, which would require the City Commission to hold a referendum prior to transferring the Trunked Radio System to the County or other governmental entity.

Response: The sale or disposal of the Trunked Radio System for Public Safety does not materially reduce GRUCom’s capacity to distribute telecommunications services; therefore, no referendum is required.

The City Charter, which was revised in 2020 by referendum, requires that the commission may not, in any manner, dispose of or agree to dispose of the Telecommunications system. Previously, the charter required that “The commission may not, in any manner, dispose of or agree to dispose of the city’s electrical or water production or distribution **facilities.**” (emphasis added). The prior charter provision only applied to water and electric. The 2020 amendment added natural gas, wastewater and telecommunication systems to the list. The other major change to this section was to delete the word “facilities” and replace it with the word “system.” The charter now identifies 5 separate systems:

City Charter

5.04. - Disposal of utilities.

The commission may not, in any manner, dispose of or agree to dispose of the following city utility systems, or any part thereof, so as to materially reduce the capacity of that system to produce, distribute or treat:

- (1) Electric system;
- (2) Water system;
- (3) Natural gas system;
- (4) Wastewater system; or
- (5) Telecommunications system.

Unless the commission first adopts an ordinance approving of the disposition and submits that ordinance to referendum vote and such referendum is approved by a majority vote of the qualified electors of the city voting at the election for the purpose of approving the ordinance.

Pursuant to the United States Code, 47 U.S.C. § 153(53), “the term ‘telecommunications service’ means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.” Section 364.02(13), Florida Statutes, defines a “Telecommunications company” as “every corporation, partnership, and person and their lessees, trustees, or receivers appointed by any court whatsoever, and every political subdivision in the state, offering two-way telecommunications service to the public for hire within this state by the use of a telecommunications facility.” However, Section 364.02(13)(c), Florida Statutes, states that the term telecommunications company does not include a commercial mobile radio service provider. Commercial Mobile Radio Service, pursuant to federal statutes 47 U.S.C. § 332(d), means any mobile service “that is provided for profit and makes interconnected service available (A) to the public or (B) to such classes of eligible users as to be effectively available to a substantial portion of the public, as specified by regulation by the Commission.” Additionally, Section 364.02(14), Florida Statutes, provides that a “‘Telecommunications facility’ includes real estate, easements, apparatus, property, and routes used and operated to provide two-way telecommunications service to the public for hire within this state.”

To determine whether disposal of a portion of a system materially reduces the capacity of that system to produce, distribute or treat whatever that system is designed to perform, GRU staff and the City Commission must look at each system as a whole. In evaluating the sale of the Trunked Radio System for Public Safety, GRU and the commission would need to identify all of the telecommunications services GRUCom provides and then determine whether the sale of the Trunked Radio System for Public Safety materially reduces the capacity of GRUCom to distribute all of its telecommunications services. If the disposal of the Trunked Radio System for Public Safety does not materially reduce GRUCom’s capacity to distribute telecommunications services, then no referendum is required.

The Trunked Radio System for Public Safety is a Motorola ASTRO25 Project 25 (P25) public safety radio system which consists of six (6) transmit and receive antenna sites (aka “Transmitter Stations”) as well as the central management headend system (aka the “Prime Site”), which includes the SmartZone Controller that is owned, managed, and operated by GRUCom. This radio system operates in the licensed 800 MHz spectrum and is restricted to use by government first responders and public safety by the FCC (Federal Communications Commission).

The Radio System does not inherently include any aspect of GRUCom’s fiber optic telecommunications facilities, nor any aspect of GRUCom’s communication tower or ground space assets, which may be used to collectively support GRUCom’s operation of the Radio System. All of GRUCom’s current telecommunications service facilities and capabilities would remain available to support all commercial products and services even after the sale or disposal of the Trunked Radio System. Therefore, the sale or disposal of the Trunked Radio System for Public Safety would not materially reduce the capacity of GRUCom to distribute telecommunications services.

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, 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; and,

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

- 1. Non-Exclusive License to Co-Locate.** GRUCom hereby grants County a non-exclusive 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”) and attachment space upon the Tower (“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.

2. **TR System Equipment Load and Layout.** The Parties agree that the inventory, location, and layout details specified, described, and illustrated in the attached Exhibits represents the existing allowable design load of the TRS System at this site. Any TRS System modifications proposed by County after the Effective Date of this Co-Location Agreement may necessitate amending the Co-Location Agreement and such amended modifications shall be governed accordingly pursuant to other sections within this Co-Location Agreement.
3. **Tower Condition.** The initial understanding, warranties, and representations between the Parties regarding the structural integrity and condition of the Tower as being sufficient to support the TRS System are set forth in the TRS Purchase Agreement. Thereafter, any modifications to the TRS System proposed by County may necessitate modifications to the Tower and such modifications shall be governed accordingly pursuant to other sections within this Co-Location Agreement.
4. **Building Condition.** The initial understanding, warranties, and representations between the Parties regarding the structural integrity and condition of the Building as being sufficient to support the TRS System are set forth in the TRS Purchase Agreement. Thereafter, any modifications to the TRS System proposed by County may necessitate modifications to the Building and such modifications shall be governed accordingly pursuant to other sections within this Co-Location Agreement.
5. **Rack Space.** The License includes the exclusive use of a designated area (“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.
6. **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.
7. **Co-Location Space.** County’s combined Rack Space and Tower Space may be collectively described elsewhere herein as the “Co-Location Space”.
8. **Occupancy Rights.** Subject to the relocation provisions of section 14.3 and the Special Termination provisions of section 51, 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.
9. **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 changes 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.
10. **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 11, the County may authorize its employees, representative, 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.

11. 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:

- 11.1. 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.
- 11.2. County will be provided with the combination or key to unlock the gate to the fenced area of the 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.
- 11.3. County shall enter the Building Space through an exterior door, as designated by GRUCom, which is controlled by a magnetic key card lock mechanism.
- 11.4. 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. 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.
- 11.8. 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.
- 11.9. 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.

12. 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.

13. Operating Conditions and Limitations of the Building Space.

13.1. 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.

13.2. GRUCom will provide a clean agent fire suppression system in compliance with relevant industry and safety standards.

13.3. GRUCom will provide commercial electric utility service to the Building Space, including the power requirements of TRS System as set forth in **Exhibit “A”**.

13.4. 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.

13.5. 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.

13.6. GRUCom will engineer and install all Building Space power systems and cables.

13.7. GRUCom will use reasonable efforts to ensure that County’s use of the Building Space will be free of interruption.

13.8. No restroom or sanitary facilities are provided in the Building Space for County use.

14. Operating Conditions and Limitations of the Rack Space.

14.1. 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.

14.2. 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.

14.3. 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.

14.4. 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.

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

15.1. 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 Premises, and to monitor and enforce County's compliance with the provisions of this Co-Location Agreement.

15.2. 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 potentially unlawful, unsafe, or noncompliant conditions. If County fails to rectify such condition to GRUCom's satisfaction within ten (10) business days after receipt of written notification then GRUCom 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.

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

16. Tower Improvements. Modifications to the TRS System, as which may be proposed by County from time to time, may necessitate that structural modifications or improvements must be made to the Tower. In such an event, the County shall be responsible for performing any such needs assessment or any such necessary structural modifications or improvements to the Tower. 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, which shall be determined by GRUCom. 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.

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

- 18. Premises Improvements.** Unless otherwise agreed upon separately in writing between the Parties, County shall have no rights to make any improvements to the Premises.
- 19. 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 owned holdings 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.
- 20. 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. County shall be solely responsible for all necessary repairs and maintenance of its personal property located in the Co-Location Space.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. 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 that 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.

25. **Term.** The Initial Term of this Co-Location Agreement shall commence upon the closing of the TRS Purchase Agreement (the “Effective Date”) and **shall expire on DECEMBER 19, 2029 (“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 **one hundred twenty (120) days** prior to the expiration of the Initial Term or then existing Extension Period. 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.
26. **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.
27. **Make-Ready Charge. 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).
28. **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 Rent rate shall be used as the basis for the computation of the annual Adjusted Rent. The first monthly Initial 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 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.
29. **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 (eg., 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.
30. **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 physical 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.

- 31. 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.
- 32. Fitness for Use.** As further specified in the Purchase and Sale Agreement between the County and the City of Gainesville, GRUCom represents and warrants to the County that the Co-Location Space is fit for purpose to support and operate the TRS System, but makes no warranties or representations as to the fitness of Co-Location Space for the future uses intended by County. 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.
- 33. Representations, Warranties and Covenants Concerning the Use of Hazardous Substances/Periodic Notice.**
- 33.1. 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.
- 33.2. 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.

33.3. 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.

33.4. Entry by GRUCom.

33.4.1. 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.

33.4.2. 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.

33.5. County's Indemnity and Release.

33.5.1. 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.

33.5.2. 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.

33.5.3. 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.

33.5.4. 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.

33.6. 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.

33.7. **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.

33.8. **Survivability of Terms.** The terms and conditions of Section 34 shall survive the termination of this Co-Location Agreement.

33.9. **Definitions.**

33.9.1. **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.

33.9.2. **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.

34. **Aviation Hazard Marking.** GRUCom shall, at GRUCom's sole cost and expense, be responsible for ensuring that the Tower is operated and maintained in compliance with the marking, lighting, recording

and notification requirements of the Federal Communications Commission (FCC) and the Federal Aviation Administration (FAA).

- 35. 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.
- 36. 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.
- 37. 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.
- 38. 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.
- 39. Insurance.**
- 39.1.** For the duration of this Co-Location Agreement, County shall continuously maintain in full force and effect comprehensive property insurance covering fire, lightning, windstorms, hail, collapse, explosion, riot, civil commotion, aircraft, vehicles, burglary, robbery, theft, vandalism and malicious mischief with general aggregate limits of not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00), and general liability insurance with general aggregate limits of not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00), covering liabilities arising out of or in connection with County's work and operations upon Premises. GRUCom shall be named as an additional insured on all insurance coverage. 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 provide GRUCom with thirty (30) days' prior written notice of cancellation or changes in coverage.
- 39.2.** 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.

39.2.1. 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.

39.3. 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.

- 40. 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.
- 41. 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.
- 42. 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.
- 43. 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 covenants and warrants to County that GRUCom's leasehold rights include the power to demand and enforce similar noninterference provisions and performance upon other third parties who may collocate equipment upon the Tower after the effective date of this Co-Location Agreement and GRUCom shall defend County's operation of the TRS System at the Premises against such interference. 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.

44. Leasehold Interest and Authority to Sublease. GRUCom covenants and warrants to County that GRUCom presently owns a leasehold 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 sublease the premises and enter into this Co-Location Agreement with County pursuant to that certain FIRST AMENDMENT TO TOWER AND GROUND SPACE LEASE between GRUCom and Gillen Broadcasting, Inc.; and that the person executing this Co-Location Agreement on behalf of the GRUCom warrants himself to be duly authorized to bind GRUCom hereto.

45. Assignment of Co-Location Agreement. County's rights and interests hereunder may not be sold, transferred, assigned, pledged or hypothecated.

46. Subordination. County shall 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.

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. If the conditions precedent are not asserted or invoked by County or GRUCom within thirty (60) days after the Effective Date of this Co-Location Agreement, they shall be considered waived.

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 using the method set forth in section 51.2. In any such event the rights granted to County in this Co-Location Agreement shall cease simultaneously and both Parties shall be released of their performance obligations herein.

49.2. Withdrawal. 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, regulatory or operational reasons to abandon or remove the Co-Location Space. If GRUCom elects to terminate this Co-Location Agreement within the Initial Term of the Effective Date of this Co-Location Agreement, then GRUCom shall, within 30 calendar days of said termination date, 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 work.

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 lessor, 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.

49.6. Eminent Domain. If the Property upon which the Co-Location Space is located is acquired or condemned under the power of eminent domain so that GRUCom no longer has sufficient property rights to fulfill the requirements of this Co-Location Agreement then said Co-Location Agreement shall terminate as of the date of the acquisition. GRUCom shall be entitled to the entire amount of any condemnation award it may claim, and County shall be entitled to make claim for and retain a condemnation award based on and attributable to the expense and damage of removing its fixtures.

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 BE LIABLE TO THE OTHER PARTY OR ANY OTHER 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.** 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)

DRAFT

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 / CLOSED FRAME
RACK POWER: 6 x 120VAC 20A CIRCUITS

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

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

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

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 (FT)	QTY	COMPONENT	PART NUMBER	DESCRIPTION
375	3	ANTENNA	DQBMR12HB1	ANT 15.4DB DUAL 806-869 MHZ .75 STD
375	3	CABLE	L3323	COAXIAL CABLE
345	1	ANTENNA	DQBMR10HB1	ANT 13.4 DB GAIN PEANUT, 806-869 MH
345	1	CABLE	L3323	COAXIAL CABLE
345	1	AMPLIFIER	DS428E83I01T	TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS
345	1	CABLE	L3323	COAXIAL CABLE

GRUCom CO-LOCATION AGREEMENT

WYKS

EXHIBIT “C” - MAKE READY DETAILS

MAKE READY: In consideration of the charges set forth in Section 28, 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

DRAFT

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 Ave., Gainesville, FL 32653 (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”) and attachment space upon the Tower (“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 represents 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 (“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, representative, 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 using the method set forth in section 51.2. In any such event the rights granted to County in this Co-Location Agreement shall cease simultaneously and both Parties shall be released of their performance obligations herein.

49.2. **Withdrawal.** Except for within the Initial 5-year 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 prorate 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 / OPEN 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

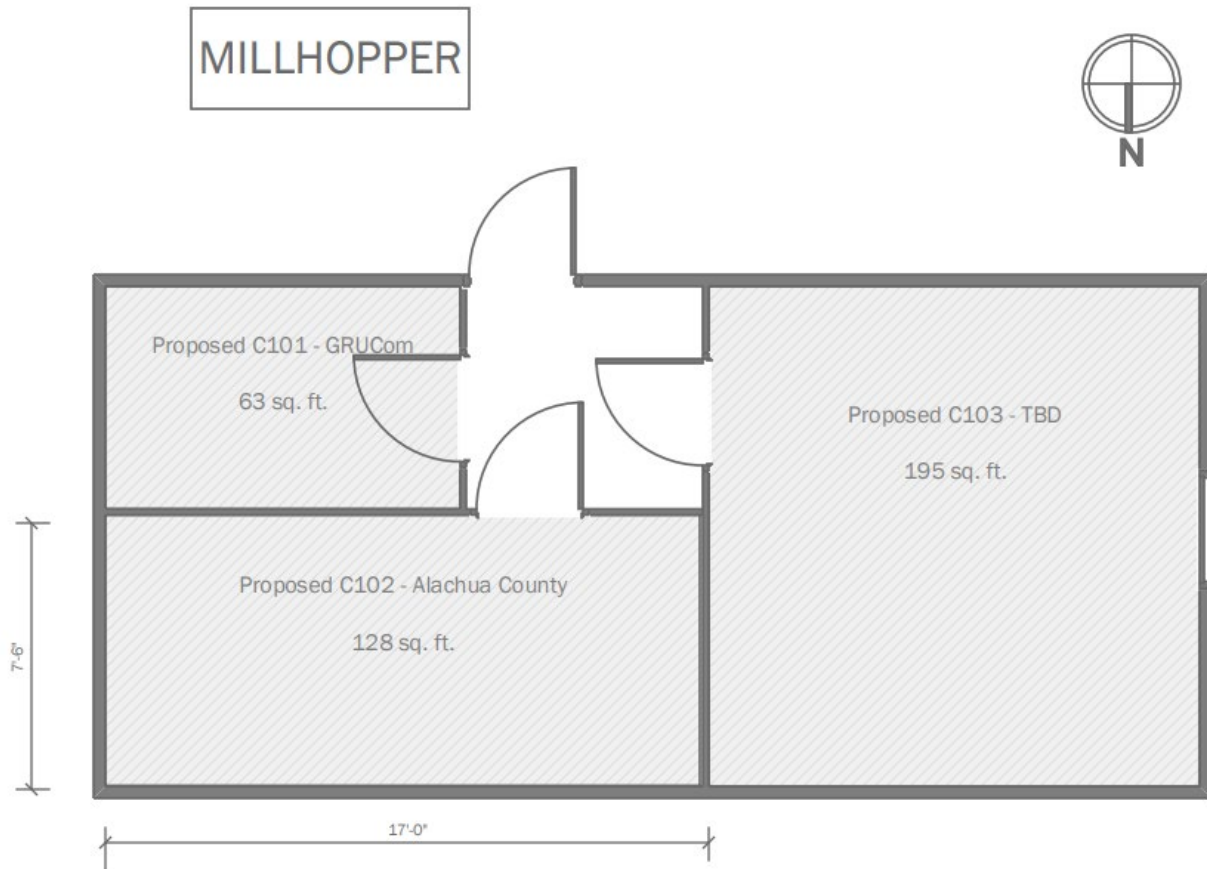
(EXHIBIT "A" CONTINUED ON FOLLOWING PAGE)

GRUCom CO-LOCATION AGREEMENT

MILLHOPPER

EXHIBIT "A" - RACK SPACE DETAILS (CONTINUED)

FLOOR PLAN:



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
480	1	ANTENNA	DQBMR10HB1	ANT 13.4 DB GAIN PEANUT, 806-869 MH
480	1	CABLE	L3323	COAXIAL CABLE
480	1	AMPLIFIER	DS428E83I01T	TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS
480	1	CABLE	L3323	COAXIAL CABLE
435	3	ANTENNA	DQBMR12HB1	ANT 15.4DB DUAL 806-869 MHZ .75 STD
435	3	CABLE	L3323	COAXIAL CABLE

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:

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

DRAFT

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”) and attachment space upon the Tower (“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 represents 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 (“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, representative, 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 using the method set forth in section 51.2. In any such event the rights granted to County in this Co-Location Agreement shall cease simultaneously and both Parties shall be released of their performance obligations herein.

49.2. **Withdrawal.** Except for within the Initial 5-year 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 prorate 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

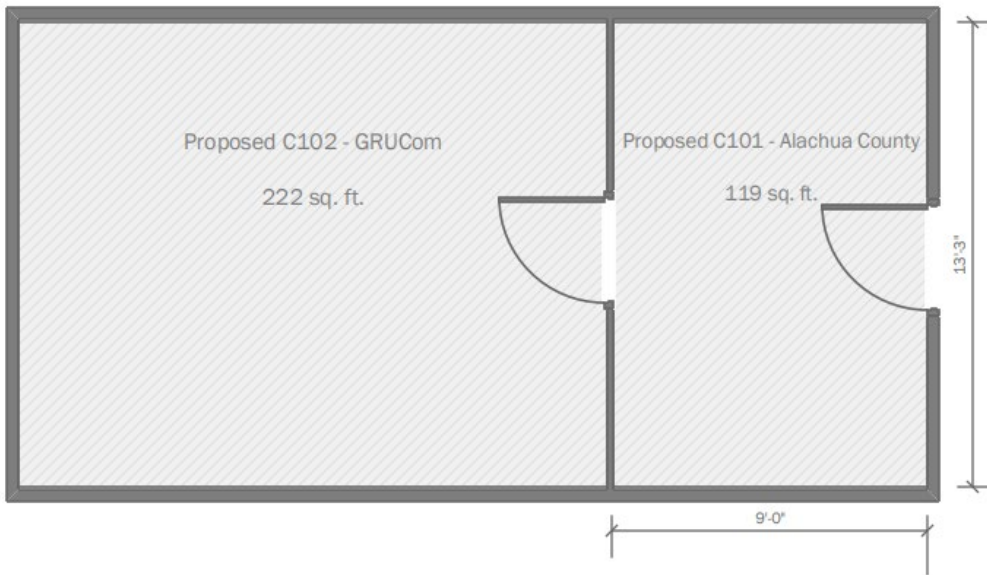
RACK SPACE DIMENSIONS: 119.7 (approximate) square feet of building space measuring 13.3 (approximate) feet x 9.0 (approximate) feet for the placement of industry standard racks, computing equipment, telecommunications equipment, and radio transmission equipment.

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

FLOOR PLAN:



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 15.4DB DUAL 806-869 MHZ .75 STD
240	3	CABLE	L3323	COAXIAL CABLE
215	1	ANTENNA	DQBMR10HB1	ANT 13.4 DB GAIN PEANUT, 806-869 MH
215	1	CABLE	L3323	COAXIAL CABLE
215	1	AMPLIFIER	DS428E83I01T	TTA, NON-DIVERSITY, 796-824 MHZ, REDUNDANT LNA, TEST PORT, BYPASS
215	1	CABLE	L3323	COAXIAL CABLE

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

DRAFT



**Gainesville Regional Utilities Authority
Agenda Item Report**

File Number: 2023-1151

Agenda Date: December 6, 2023

Department: Gainesville Regional Utilities

Title: 2023-1151 Discussion of the General Manager/CEO Position at GRU (NB)

Department: GRU Authority

Description: This item is being included per the request of the GRU Authority in order to evaluate the General Manager/CEO position of Gainesville Regional Utilities.

Fiscal Note: None at this time

Explanation: The General Manager/CEO position has been a topic of discussion for the board since its inception. This item is being included so that the Authority may discuss this topic more in depth.

Recommendation: GRU staff recommend that the GRU Authority discuss this topic further per previous requests.