

## Board Meeting Agenda Item Executive Summary

**Supt.'s Office Use Only**

Board Meeting 12-18-07

Agenda Consent

Item No. G. 8.

<b>Board Meeting Date:</b>	December 18, 2007
<b>Submitted By:</b>	Jim Utley, Chief Technology Officer
<b>Item Description:</b>	Propose that the district renew the contract with GRU to locate computer hardware in a co-location facility for the 2007-12 fiscal years.

This contract will continue to provide the district with a disaster harden facility for our mission critical systems without having to build or remodel existing School Board facilities. We have relocated the critical components from the Kirby-Smith basement Computer Center to GRU's state of the art facility. This space is located at GRU's new building at 301 SW 5<sup>th</sup> Street. This building is a secure facility with 24/7 access. In addition, there is battery back up and diesel generator backup power for up to 2 weeks. Facility is capable of withstanding hurricane force winds. GRU invested over a million dollars in this building that includes redundant power, air conditioning and lightning protection. As an added bonus, GRU is discounting our data circuits, which helps offset the cost to lease the space.

Administration recommends that we enter into a contract with GRU for the 2007-12 fiscal years.

Strategic Planning	Budgetary Impact
<b>Strategy Number: 4</b>	<b>Funding Source (Description):</b>
<b>Specific Result Statement: 4-7</b> Provide staff with the tools essential to effective performance of their assigned responsibilities.	<b>General Fund:</b>
	<b>Federal Projects:</b>
	<b>Food Service:</b>
	<b>Capital Projects:</b>
	<b>Other: E-Rate</b>
	<b>Amount: \$ 39,000 per year</b>

<b>Staff Attorney Review &amp; Approval (For Contracts Only)</b>	Date:
	Initial:



payment of accrued charges or other obligations accrued through the date of cessation or termination.

III. **LIMITATIONS ON USE OF POP SPACE.** The License is limited to access to the caged area of the POP Space and to the specific use identified in Exhibit "A". Such access is only for the purpose of installing, operating, repairing, maintaining, replacing, and removing Customer's equipment (Equipment), and to interconnect with telecommunication services only provided by GRUCom to Customer, as more specifically defined in the Service Contract. In no event shall Customer permit a third party to access and/or use the POP Space without prior written consent of GRUCom. All decisions concerning location, installation, connectivity, and maintenance of the Equipment will be at the discretion of GRUCom. If Customer desires to locate additional equipment within the POP Space and/or has power requirements exceeding those identified in Exhibit "A", Customer must obtain prior approval of GRUCom and an amended Exhibit "A" must be executed by the Parties. Interconnection services are only available to customers with a fully executed GRUCom Co-Location Agreement.

IV. **ACCESS AND OCCUPANCY OF POP SPACE.**

Customer shall strictly adhere to all GRUCom promulgated rules pertaining to access and occupancy of the POP Space, including, but not limited to the following:

1. Customer shall notify the GRUCom Network Operations Center upon every entry and exit of the POP Space.

2. Customer will be provided with the combination or key to unlock either gate to the fenced area of the POP Site. Customer shall enter facility at all times through the locked gate. Upon entry, Customer shall ensure the gate is locked. Upon exit, Customer shall ensure the gate is locked.

3. No parking is available for the Customer inside the fenced area of the POP Site. On street public parking is to be used at all times by Customer.

4. Customer 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). The authorized Access Manager shall submit in advance a Key Access Acknowledgement Form listing each employee, contractor or agent authorized to enter the POP Space, prior to being assigned four (4) access key cards. The Key Access Acknowledgement Form shall be completed in its entirety. All authorized access changes are to be promptly reported to GRUCom using the Key Access Acknowledgement Form. The Key Access Acknowledgement Form shall be posted at both the POP Site and the Network Operations Center. Requests for additional access key cards shall be made in writing to the person referenced in section IX of this Agreement and will be limited by GRUCom. Customer will be charged a fee of \$50.00 for each additional access key card assigned.

5. Customer shall enter the POP Space caged area through a rear exterior door to the POP Site, which is controlled by a magnetic key card lock mechanism.

6. Customer shall notify GRUCom immediately if assigned access key card is lost or stolen. Customer shall be charged a fee of \$50.00 for a new replacement key card.

7. Customer agrees to be responsible for all access key cards in its possession and shall return all access key cards in the possession of Customer's employees, contractors or agents after termination of employment relationship, contractual obligation, or upon termination of this Agreement.

V. **RENTAL.** This Agreement is made for and in consideration of the covenants contained in this Agreement and the Service Contract, and in consideration of a monthly rental amount, as specified in Exhibit "A", plus applicable taxes if any. The rental amount will be due and payable in advance, on the first day of each month of the term of this Agreement, pro-rated

for any partial month. The rental amounts shall be paid without offset or deduction of any nature. In addition to any other rights and remedies available to GRUCom, any Customer payment not received at the close of business on the 20<sup>th</sup> day following billing, shall incur the customary late fee charged by GRUCom on any delinquent and unpaid balance, calculated from the due date until the date paid. Consistently late payments may result in a request for a deposit equal to two- (2) month's rental amount, which shall be paid within five-(5) business days of request. Failure to pay the required deposit within the time required will constitute a default under the terms of this Agreement. Any account balance that remains unpaid 60 days after billing may be referred to a collection agency, and a collection fee, which may include agency fees and court costs will be added to the balance due.

**VI. INSTALLATION AND MAINTENANCE CHARGES.** If Customer requests GRUCom's assistance with installation or maintenance of Customer's Equipment in a POP Space, or for a GRUCom escort to a POP Space, Customer will pay GRUCom's associated direct costs and expenses. Additionally, if Customer notifies GRUCom regarding trouble associated with any of the GRUCom services delivered to the POP Space, as identified in the Service Contract, and the trouble is ultimately determined to be caused by Customer's equipment, i.e. not the GRUCom services, Customer will pay GRUCom's employee labor charge related to the trouble call. GRUCom labor charges for all services provided in conjunction with this Agreement will be computed in accordance with Exhibit "B" hereto.

**VII. OBLIGATIONS OF CUSTOMER.**

1. The Equipment and any subsequent modifications thereto shall comply with the technical interface specification as outlined in the BellCore Publication TR-INS-000342 (High-Capacity Digital Special Access Service) or any other industry standard requirements that GRUCom may from time to time adopt.

2. At its expense and with prior notice to GRUCom, Customer shall be solely responsible for the installation of all of its Equipment within the POP Space. GRUCom has the right to provide a representative to observe and inspect the installation of the Equipment at no charge to Customer, unless said representative is requested by Customer to be present, in which event the Exhibit "B" charges shall apply.

3. Customer shall be solely responsible for the proper maintenance, repair and operation of the Equipment, including without limitation any maintenance or repair that GRUCom determines is necessary to eliminate any potentially unlawful or unsafe condition. If Customer fails to rectify such condition to GRUCom's satisfaction within ten (10) days after receipt of written notification, or sooner if in the event of an emergency under the particular circumstances, GRUCom may undertake or arrange for the required maintenance and/or repair. Customer shall reimburse GRUCom for all direct costs and expenses relating to such maintenance or repair.

4. During this Agreement, Customer shall, at its own expense, maintain in effect insurance coverage with limits not less than those set forth herein and Customer may be self insured for such purposes:

a) Worker's Compensation Insurance with statutory limits as required by the laws and regulations applicable to the employees and agents of Customer or its contractors, who are engaged in the performance of this Agreement;

b) Employer's Liability Insurance, for employee bodily injuries and deaths, with limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence;

c) Commercial General Liability Insurance, covering claims for bodily injury, death and property damage, including comprehensive form, premises and operations, independent contractors, products and completed operations, personal injury, contractual, and broad form property damage liability coverage, with limits of One Million Dollars (\$1,000,000.00) per

occurrence and general aggregate of Three Million Dollars (\$3,000,000.00) or an equivalent limit provided by an umbrella insurance policy;

d) Comprehensive Automobile Liability Insurance, covering owned, non-owned, hired, and other vehicles, with combined single limits of Three Hundred Thousand Dollars (\$300,000.00).

All such policies of insurance shall provide that the same shall not be canceled nor the coverage modified nor the limits change without first giving thirty (30) days prior written notice thereof to GRUCom. No such cancellation, modification or change shall affect Customer's obligation to maintain the insurance coverage required by this Agreement. Customer shall be responsible for payment of any and all deductibles from insured claims under its policies. Prior to occupying the POP Space, Customer shall furnish to GRUCom a certificate of insurance as evidence of compliance with the aforementioned requirements. A new insurance certificate shall be provided GRUCom prior to the expiration date of any previously provided certificate.

5. Customer shall surrender the POP Space upon the expiration or termination of this Agreement in as good a condition as received, subject to normal wear and tear.

6. Upon sixty (60) days prior written notice or, in the event of an emergency, such shorter notice as may be reasonable, GRUCom may require Customer to relocate the Equipment; provided, however, the site of relocation shall afford comparable environmental conditions for the Equipment and comparable accessibility to the Equipment. Customer shall not be required to pay for the cost of improving the POP Space to which the Equipment may be relocated. However, notwithstanding the foregoing, Customer shall be responsible for all costs associated with the relocation of Customer's Equipment in the event said relocation is required (i) due to structural damage to the POP Space, (ii) due to power or HVAC requirements exceeding Customer's original allocation, or (iii) due to expansion of Customer's service requirements.

#### VIII. OBLIGATIONS OF GRUCOM.

1. GRUCom shall provide Customer with access to the POP Space caged area on a 24-hour a day, seven day a week basis. Such access will be unescorted unless requested by Customer. If requested, and with twenty-four (24) hour notice, GRUCom agrees to provide Customer with assistance or escorted access to the POP Space. In the case of an emergency, a two-(2) hour notice is required. Customer shall reimburse GRUCom for all direct costs including, but not limited to the Exhibit "B" charges and expenses relating to such assistance and escorted access.

2. During Customer's presence in the POP Space, GRUCom personnel shall have the right to be present at all times with no charge to Customer.

3. GRUCom will provide Customer with electrical power as set forth herein, or as set forth with more specificity in Exhibit "A". The standard power provided, which may be modified in Exhibit "A", shall be -48 Volt (-48V) direct current (DC) at 20 amperes (amps) **OR** 120 volt (120 V) uninterrupted alternating current (AC) at 10 amperes (amps). Additional power requirements will be billed at the following rates. Each additional 10 amperes of DC power are \$25.00 per month and each additional 5 amperes of uninterrupted AC power is \$25.00 per month. GRUCom will engineer and install all power cables. Any power requirements other than those specified above are subject to additional charges to be determined by GRUCom.

4. POP Space will be provided with environmental conditions, including, but not limited to, adequate ventilation, heating, and cooling, consistent with usual and customary industry practices.

5. GRUCom will provide a full FM200 type fire suppression system.

6. GRUCom will provide a 400KW emergency back up electric generator.

7. GRUCom will use reasonable efforts to ensure that the Customer's use of the POP Space will be free of interruption.

8. No restroom or sanitary facilities are provided in the POP Space for Customer use.

IX. **NOTICE.** Notice under this Agreement shall be in writing and delivered to the persons whose names and business addresses appear below, or as otherwise provided to the other Party by proper notice hereunder, and the effective date of any notice under this Agreement shall be the date of delivery and not the date of mailing.

If to GRUCom:                      Gainesville Regional Utilities  
Attn: Ed Hoffman, GRUCom Business Manager  
301 S.E. 4<sup>th</sup> Avenue  
Gainesville, FL 32601  
Fax (352) 334-2799

If to Customer:                      Alachua County School Board  
Attn: John Holliman, Technical Support Manager  
620 East University Avenue  
Gainesville, Florida 32601  
Fax (352) 955-7521  
Phone (352) 955-7500 Ext. 265

Customer's billing address is as follows:

Alachua County School Board  
620 East University Avenue  
Gainesville, Florida 32601

X. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY 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 AGREEMENT OR THE CO-LOCATION OF THE EQUIPMENT AT OR IN THE POP SPACE OR SITE. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, GRUCom MAKES NO WARRANTIES AS TO SUITABILITY OF USE OR FITNESS FOR ANY PURPOSE OF THE SERVICES CONTEMPLATED UNDER THIS AGREEMENT OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY GRUCom ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

XI. **LIABILITY.** Customer shall be liable for any claims, damages, actions or causes of action arising out of any act or omission by the Customer and any of its officers, directors, agents, employees, contractors and/or customers related to this Agreement or provision of services thereunder, including without limitation any damage to equipment or personal injury. Nothing contained herein shall be construed or interpreted as a waiver of sovereign immunity of the Customer beyond the waiver provided in §768.28 Florida Statutes.

**XII. FORCE MAJEURE.** In case either Party hereto should be delayed in or prevented from performing or carrying out any of the agreements, covenants, and obligations made by and imposed upon said Party by this Agreement, by reason of Force Majeure, then in such case or cases, both Parties shall be relieved of performance under this Agreement except for the obligation to pay for services already received under this Agreement, 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, 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, as pursuant to this Agreement, shall not be relieved by this Section.

**XIII. DEFAULT/REMEDIES.** The Customer shall be considered in default of this Agreement if:

1. Customer fails to make a payment of rent when due and such failure continues for ten (10) days after GRUCom notifies Customer of such default;
2. Customer violates or fails to perform or fulfill any other covenant or provision of this Agreement, or fails to perform or cause any repair or modification to the Equipment required by GRUCom, within ten (10) days following written notification; or
3. Customer undergoes bankruptcy; dissolution; assignment for the benefit of creditors; financial failure or insolvency; or receivership.
4. Customer expressly waives all legal notice to vacate the premises after expiration of cure period.

In the event of any default, GRUCom may, in addition to any other remedies available at law or equity, immediately terminate this Agreement.

**XIV. SUCCESSORS AND ASSIGNS.** The rights and obligations of Customer and GRUCom under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Customer and GRUCom. Neither party shall delegate its obligations and responsibilities or assign its benefits hereunder without written consent of the other, which consent will not be unreasonably withheld.

**XV. GOVERNING LAW.** The validity, construction, interpretation and enforceability of this Agreement shall be governed by the laws of the State of Florida and all legal proceedings involving this Agreement or otherwise relating to the transactions described herein shall be brought in Alachua County, Florida.

**XVI. ENTIRE AGREEMENT.** This Agreement contains the entire agreement

between Customer and GRUCom and there are no representations, inducements or other provisions other than those expressed herein. No modifications, waiver or discharge of any provision or breach of the Agreement shall be effective unless Customer and GRUCom execute it in writing.

**XVII. GENERAL.**

1. Neither this Agreement nor any actions in the fulfillment of this Agreement or provision of services hereunder will create a partnership or joint venture between the Customer and GRUCom. Neither Party shall have the right to bind the other with respect to third parties.

2. No subsequent agreement between GRUCom and Customer concerning the services contemplated under this 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.

3. Customer acknowledges that it has been granted only a License to occupy a portion of the POP Space and that it has not been granted any real property interests in the POP Space.

4. All improvements made to the POP Space are the property of GRUCom and shall remain GRUCom's property upon expiration or termination of this Agreement.

5. Any signage Customer wishes to place in the POP Space shall be subject to GRUCom's prior written approval. Exterior signs are specifically prohibited.

6. Time is of the essence in the performance of the obligations of each party hereunder.

7. Waiver by any party of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by the offending party.

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

XVII. **COUNTERPARTS.** This Agreement may be executed in two counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth at the beginning of this Agreement.

**CITY OF GAINESVILLE,  
d/b/a GRUCom**

**SCHOOL BOARD ALACHUA COUNTY,  
FLORIDA**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Ed Hoffman  
Title: GRUCom Business Manager

Name: Janie S. Williams  
Title: Chairman

Date Signed: \_\_\_\_\_

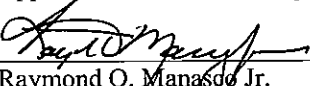
Date Signed: \_\_\_\_\_

Attest:

\_\_\_\_\_  
W. Daniel Boyd, Jr., Ed. D.  
Superintendent

Approved as to form and legality:

Approved as to form and legality:

  
\_\_\_\_\_  
Raymond O. Manasco Jr.  
Utilities Attorney

\_\_\_\_\_  
James F. Lang  
School Board Attorney

STATE OF FLORIDA

COUNTY OF ALACHUA

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Ed Hoffman with whom I am personally acquainted, and who acknowledged that he executed the forgoing Co-Location Agreement for the purposes therein contained, and who further acknowledged that he is the GRUCom Business Manager of the City of Gainesville, Florida and is authorized by the City of Gainesville, to execute this Agreement on behalf of the City of Gainesville.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_, known to me to be the same person whose name is subscribed to the forgoing Co-Location Agreement, appeared before me this day in person and acknowledged that, pursuant to his authority, (he) (she) signed this said Agreement as (his) (her) free and voluntary act on behalf of the named Customer, for the uses and purposes therein stated.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

**EXHIBIT "A"**

**GRUCom CO-LOCATION Agreement**

**POP SPACE and RACK SPACE ALLOCATION**

**CUSTOMER:** THE SCHOOL BOARD OF ALACHUA COUNTY

- I. **SITE ADDRESS:** 301 S.W. 5<sup>th</sup> Street, Gainesville, Fl. 32601  
**CLLI CODE:** GSVLFL6100T
- II. **AMENDED CO-LOCATION TERM:** FIVE (5) YEARS  
**CO-LOCATION PERIOD BEGINS:** JANUARY 1, 2008  
**CO-LOCATION PERIOD ENDS:** DECEMBER 31, 2012
- III. **AMENDED SPACE ALLOCATION:** FOUR (4) FULL RACKS
- IV. **RACK SPACE TYPE / DIMENSIONS:** 44 UNITS OF A 44 UNIT RACK
- V. **RACK NUMBER / LOCATION:** C305, C306, C307 & C308

<b><u>CUSTOMER EQUIPMENT DESCRIPTION</u></b>	<b><u>QUANTITY</u></b>
<b><u>RACK C305</u></b>	
<u>IBM SERVERS</u>	<u>2</u>
<u>DELL SERVER</u>	<u>3</u>
<u>LCD MONITOR</u>	<u>1</u>
<b><u>RACK C306</u></b>	
<u>PACKETEER - PACKET SHAPER</u>	<u>1</u>
<u>CAT 4503 - L3 SWITCH</u>	<u>1</u>
<u>CAT 3550 - SWITCH</u>	<u>1</u>
<u>ASA 5520 - FIREWALL</u>	<u>1</u>
<u>CISCO 506E - FIREWALL (BITECH)</u>	<u>1</u>
<u>CAT 3800</u>	<u>1</u>
<u>DELL SERVER</u>	<u>3</u>
<u>DELL OPTIPLEX 110</u>	<u>1</u>
<u>LCD MONITOR AND KEYBOARD</u>	<u>1</u>
<u>PIX 515 FIREWALL</u>	<u>1</u>
<b><u>RACK C307</u></b>	
<u>DELL SERVER</u>	<u>8</u>
<u>MAC SERVER</u>	<u>1</u>
<u>IBM SERVER</u>	<u>1</u>
<u>KVM</u>	<u>1</u>
<u>TAPE DRIVE</u>	<u>1</u>
<b><u>RACK C308</u></b>	
<u>APPLICATION SERVERS</u>	<u>3</u>
<u>DB SERVER</u>	<u>1</u>
<u>BALANCING SERVER</u>	<u>1</u>
<u>SANDBOX SERVER</u>	<u>1</u>
<u>BLADE SERVER</u>	<u>1</u>
<u>IT SERVER</u>	<u>4</u>

VI. **UTILITY REQUIREMENTS:**

RACK C305

1 x 120VAC 10AMPS; TWO DUPLEX OUTLETS

RACK C306

1 x 120VAC 10AMPS; TWO DUPLEX OUTLETS

RACK C307

1 x 120VAC 10AMPS; TWO DUPLEX OUTLETS  
3 x 120VAC 10AMPS; ONE DUPLEX OUTLET EACH

RACK C308

3 x 120VAC 20AMPS; ONE DUPLEX OUTLET EACH  
1 x 208VAC 30A SINGLE PHASE 3-WIRE CIRCUIT W/ L6-30R RECEPTACLE  
3 RACK MOUNT 120VAC STRIP OUTLETS; SIX RECEPTACLES PER STRIP

VII. **MONTHLY RENTAL AMOUNT:**

<u>TYPE OF RACK SPACE</u>	<u>RACK UNITS</u>	<u>COST</u>
ONE FULL RACK (C305)	44 UNITS (RU)	\$650.00/mo
ONE FULL RACK (C306)	44 UNITS (RU)	\$650.00/mo
ONE FULL RACK (C307)	44 UNITS (RU)	\$650.00/mo
ONE FULL RACK (C308)	44 UNITS (RU)	\$650.00/mo

<u>POWER REQUIREMENTS – RACK UNIT C305</u>	<u>COST</u>
120V AC 10 AMPS (STANDARD)	INCLUDED

<u>POWER REQUIREMENTS – RACK UNIT C306</u>	<u>COST</u>
120V AC 10 AMPS (STANDARD)	INCLUDED

<u>POWER REQUIREMENTS – RACK UNIT C307</u>	<u>COST</u>
120V AC 10 AMPS (STANDARD)	INCLUDED
120V AC 30 AMPS (@ \$25/mo PER 5 AMPS)	\$150/month

<u>POWER REQUIREMENTS – RACK UNIT C308</u>	<u>COST</u>
120V AC 10 AMPS (STANDARD)	INCLUDED
120V AC 50 AMPS (@ \$25/mo PER 5 AMPS)	\$250/month
208V AC 30 AMP (@ \$25/mo PER 3 AMPS)	\$250/month

**TOTAL MONTHLY RENTAL AMOUNT:** **\$3,250/mo**

**EXHIBIT "B"**

GRUCom CO-LOCATION Agreement

**GRUCom LABOR RATES**

I. **NORMAL BUSINESS HOURS** **\$75.00 PER HOUR**

Monday through Friday (excluding Holidays)  
7:00 AM to 4:30 PM

II. **OFF HOURS** **\$125.00 PER HOUR**

All other times and GRUCom Holidays

III. **ONE HOUR MINIMUM** applies to labor performed during NORMAL BUSINESS HOURS.

IV. **TWO HOUR MINIMUM** applies to labor performed during all OFF HOURS.

V. **ADDITIONAL LABOR** billed in one-half (1/2) hour increments.

VI. **TECHNICIAN TRAVEL TIME** is included in all labor charges.

**24 Hour GRUCom contact: (352) 334-2912**