

PARTIAL ASSIGNMENT AND AMENDMENT OF SITE LICENSE AGREEMENT

THIS PARTIAL ASSIGNMENT AND AMENDMENT OF SITE LICENSE AGREEMENT (this "Partial Assignment and Amendment") is made as of January 24, 2021, with an effective date nunc pro tunc of July 1, 2021, by and between **L3HARRIS TECHNOLOGIES, INC.**, a Delaware corporation, as successor in interest to M/A-COM Private Radio Systems, Inc., on behalf of itself, its affiliates, and subsidiaries ("Assignor"), and the **STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**, an agency of the State of Florida, ("Assignee"), and this Partial Assignment and Amendment is acknowledged and agreed to by **City of Clearwater**, a municipal corporation of the State of Florida.

WITNESSETH:

WHEREAS, Assignor, as "tenant," and City of Clearwater, as "landlord," or their respective predecessors-in-interest, entered into one (1) Site License Agreement dated as of July 1, 2002 for use of the Dunedin site identified in **Schedule 1** attached hereto and incorporated by reference herein (the "SLA"), under which Assignor licensed from City of Clearwater the use of certain tower and/or ground space to operate and maintain telecommunications equipment for the State of Florida Statewide Law Enforcement Radio System ("SLERS") pursuant to the terms of that certain Service and Access Agreement by and between Assignor and Assignee dated September 28, 2000, as amended to date (the "SLERS Agreement"); and

WHEREAS, on June 30, 2021, the SLERS Agreement expired and, in accordance with Line Item 2860 of the 2021-2022 General Appropriations Act (Chapter 2021-036, Laws of Florida), starting on July 1, 2021, Assignor and Assignee entered into a new contract, pursuant to which Assignor remains responsible for the management and operations of the SLERS network; and

WHEREAS, in accordance with Chapters 2021-036 and 2021-037, Laws of Florida, Assignor desires to assign the SLA to Assignee, and Assignee desires to assume the SLA from Assignor as of July 1, 2021 (the "Effective Date" of the Partial Assignment and Amendment).

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Assignor, Assignee, and City of Clearwater hereby agree as follows:

1. **Partial Assignment and Assumption of the SLA.** Assignor hereby assigns, transfers, sets over, and conveys to Assignee, as of the Effective Date, all of Assignor's right, title, and interest in, to, and under the SLA for use of the Dunedin site. Assignee hereby accepts the foregoing partial assignment of the SLA and assumes and agrees to perform and observe all of the obligations, covenants, terms, and conditions to be performed or observed by Assignor under the SLA, as modified herein, arising on and after the Effective Date for use of the Dunedin site. Assignor shall remain fully responsible to perform all of the obligations, covenants, terms, and conditions required to be performed by Assignor under the SLA before the Effective Date regarding the Dunedin site.

2. **Missouri Road Site.** The July 1, 2002 License Agreement between Landlord and Assignor also includes another site in Clearwater that Assignor leases from Landlord called the Missouri Road site. This document is called a Partial Assignment and Amendment of Site License Agreement because only the Dunedin site is used in the SLERS system and the SLA is only being assigned to Assignee for Assignee's use of the Dunedin site. The Missouri Road site is not used in the SLERS system and the SLA assignment to Assignee does not include any use of the Missouri Road site by Assignee. Assignor shall remain fully responsible to perform all of the obligations, covenants, terms, and conditions required to be performed by Assignor under the July 1, 2002 License Agreement before and after the Effective Date regarding the Missouri Road site.

The Primary Term of the July 1, 2002 License Agreement ends on September 30, 2022. Thereafter, any site license agreement regarding the Dunedin site or the Missouri Road site shall contain mutually agreed upon terms and conditions and shall be a separate agreement entered into between Landlord and either Assignee for use of the Dunedin site or Assignor for use of the Missouri Road site.

3. **Further Acts.** Assignor, Assignee, and City of Clearwater shall, at any time and from time to time, upon the reasonable request of the other, take all such further actions as shall be reasonably necessary to give effect to the transaction contemplated herein.

4. **No Third Party Benefitted.** This Partial Assignment and Amendment is made for the purpose of defining and setting forth certain obligations, rights, and duties of Assignor, Assignee, and City of Clearwater in connection with the SLA and use of the Dunedin site. It is made for the sole protection of and benefit to Assignor, Assignee, and City of Clearwater. No other person or party shall have any rights of any nature hereunder or by reason hereof.

5. **Counterparts.** This Partial Assignment and Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, with the same effect as if all parties had signed the same signature page.

6. **SLA Amendments. Schedule 2.** Additional State of Florida Terms and Conditions attached hereto shall be appended to and amend the SLA for the Dunedin site identified in **Schedule 1.** In the event of conflict between **Schedule 2** and the SLA regarding the Dunedin site, **Schedule 2** shall take precedence. Limited changes to the SLA terms are included in **Schedule 2.** The Assignee and City of Clearwater shall review the SLA after execution of this Partial Assignment and Amendment to determine if other modifications to the SLA for the use of the Dunedin site are warranted, as mutually agreed upon.

7. **Specific Appropriation.** The specific appropriation from which the Assignee will make payments for the first year of the SLA is Line Item 2860A of the 2021-2022 General Appropriations Act (Chapter 2021-036, Laws of Florida).

8. **Miscellaneous.** This Partial Assignment and Amendment shall be binding upon and inure to the benefit of Assignor, Assignee, and City of Clearwater, and their respective successors and assigns; shall be governed by and construed in accordance with the laws of the State of Florida;

and shall not be modified or amended in any manner other than by a written agreement signed by the Assignor, Assignee, and City of Clearwater.

IN WITNESS WHEREOF, Assignor, Assignee, and City of Clearwater have duly executed this Partial Assignment and Amendment of Site License Agreement as an instrument under seal as of the day and year first above written.

ASSIGNOR:

L3HARRIS TECHNOLOGIES, INC., a
Delaware corporation

By: Lori A. Rodriguez

Name: Lori A. Rodriguez

Title: Director, Contracts

Date: November 23, 2021

ASSIGNEE:

**STATE OF FLORIDA, DEPARTMENT
OF MANAGEMENT SERVICES,** an
agency of the State of Florida

By: DocuSigned by:
Denise Adkins
9875A3594DF64D4...

Name: Denise Adkins

Title: Director

Date: 1/24/2022 | 8:39 AM EST

LESSOR/LICENSOR:

City of Clearwater, Florida, a Municipal corporation of the state of Florida

By: Frank V. Hibbard
Name: Frank V. Hibbard
Mayor

By: Jon P. Jennings
Name: Jon Jennings
City Manager

REVIEWED AND APPROVED:

Matthew J. Mytych
Name: Matthew J. Mytych, Esq.
Assistant City Attorney

ATTEST:

Rosemarie Call
Name: Rosemarie Call
City Clerk

(SEAL)



SCHEDULE 1

SCHEDULE OF City of Clearwater SITE LICENSE AGREEMENT

Column 1	Column 2
<u>L3Harris Site Name</u>	<u>L3Harris Site ID No.</u>
DUNEDIN	08A8

SCHEDULE 2

ADDITIONAL STATE OF FLORIDA TERMS AND CONDITIONS FOR LESSEE'S USE OF THE DUNEDIN SITE

1. **Interpretation and Transfer.** As used in this Schedule 2, the term "Lessor" refers to City of Clearwater, the term "Lessee" refers to the State of Florida, Department of Management Services, and the term "Lease" refers to the SLA identified in Schedule 1. In the event of conflict between a Lease and this Schedule 2 regarding the use of the Dunedin site, this Schedule 2 shall take precedence. Nothing contained herein shall alter the relationship established between the parties nor the character of the Lease, nor shall the use of the terms "Lease," "Lessor," and "Lessee" alter the relationship, except to the extent required by the terms and conditions below. In the event a Lease is assigned or transferred to an entity that is not an agency or subdivision of the State of Florida, this Schedule 2 shall terminate.
2. **Amendment to the Lease.** The following provisions supplement and modify the terms of the Lease for the use of the Dunedin site:
 - a. Invoices to the Lessee shall be paid in advance and in accordance with section 215.422, Florida Statutes (F.S.), and Lessor can contact the Vendor Ombudsman at (850) 413-5516 if Lessor is having trouble obtaining timely payments. Lessor shall provide Lessee with an invoice by email to divtel.invoices@dms.fl.gov prior to the time payment is due. Invoices that are not submitted to this email address shall not be deemed submitted to the Lessee.
 - b. Pursuant to section 255.2502, F.S., the State of Florida's performance and obligation to pay under the Lease is contingent upon an annual appropriation by the Legislature.
 - c. The Lease will be governed by and construed in accordance with the laws of the State of Florida. Exclusive jurisdiction and venue for suit arising under the terms of the Lease will be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees incurred in connection with disputes arising under the terms of the Lease.
 - d. For purposes of all required insurance, Lessee, as an agency of the State of Florida, may satisfy such obligations by self-insuring, pursuant to sections 440.38 and 768.28, F.S. Proof of self-insurance shall be available upon request.
 - e. The Lessor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.
 - f. The Liability of Lessor and Lessee shall be governed by §768.28(19), F.S.
 - g. The Lessee's Lease manager is:

Luis Lopez
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Suite 180
Tallahassee, Florida 32399-0950
Telephone: (850) 414-2606
Email: luis.lopez@dms.fl.gov