

**First Amendment**  
**to**  
**Service and Access Agreement**  
**Between**  
**M/A-COM Private Radio Systems, Inc**  
**and**  
**City of Clearwater, Florida**  
**Dated 1<sup>st</sup> of July 2002**

This Amendment to that certain Service and Access Agreement dated July 1, 2002, ("Agreement") by and between the City of Clearwater ("City") and M/A-COM, Inc., ("M/A Com") (individually referred to herein as "Party" or collectively as the "Parties") is hereby made and entered into this 8~~th~~ day of November, 2005, ("Effective Date").

**WITNESSETH**

**WHEREAS**, the Parties entered into the Agreement for the installation of a Communications System ("System") and the related service thereto; and

**WHEREAS**, the Parties now wish to upgrade the System to a two-site, eleven channel simulcast configuration in accordance with M/A Com's proposals dated March 2003 System Reconfiguration ("Simulcast Upgrade" or "Simulcast Configuration") and March 2005 System Reconfiguration, Revised Pricing and Statement of Work ("Proposals") (attached hereto and incorporated herein as Exhibit "A").

**NOW THEREFORE**, in consideration of the premises and mutual covenants hereinafter set forth and intending to be legally bound, the Parties hereto agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and incorporated in and form a part of this Agreement.
2. **Section 3.7**. In accordance with Section 3.7 of the Service and Access Agreement, the City's System shall be enhanced as provided for herein in exchange for M/A Com's right to the sole marketing and non-exclusive use of the City's two towers. In addition, as required by Section 3.7, the payments pertaining to the existing lease for the subject property have hereby been terminated of even date herewith.
3. **Section 7.1** This Amendment shall not cause an increase in Quarterly Service and Access Payments from the amount provided for in Section 7.1 of the Agreement (fifty-thousand dollars (\$50,000), adjusted annually).
4. **Section 7.2** As referenced in Section 7.2, in accordance with Schedule E, User Gear Transfer, the equipment as specified therein (Mobiles, Portables and Control Stations) is valued at \$600,000.00. The City has been issued \$300,000.00 of said equipment, leaving an equipment credit of \$300,000.00. The Parties are in agreement that the balance of \$300,000.00 will be applied and credited towards the purchase of the Simulcast Upgrade. M/A Com shall transfer ownership of the Simulcast Upgrade equipment and User Gear as provided for in Section 7.2.

5. **Section 9.2** Should the Agreement be terminated in accordance with Section 9.2, and the City is required to extend services to Third Party Tower Tenants, the City shall receive all revenues resulting from such service.
6. **Section 11.1** Software Licenses as provided for under Section 11.1 shall be upgraded to include any and all Software Licenses necessary for the upgrade to the Simulcast Configuration. All other terms of the Section shall remain in full force and effect.
7. **Simulcast Upgrade Equipment and Pricing.** Pricing for equipment required for the Simulcast Upgrade shall be as listed below.

Control Point Equipment, including 12kVA Toshiba UPS	\$159,100
Voting Equipment	\$ 51,504
Transmit site Equipment – Missouri Ave. site 11 Channel site including antenna systems	\$133,968
Transmit site Equipment – Countryside site 11 Channel site including antenna systems	\$145,433
Installation including moving existing equipment and connections to existing microwave system, Engineering, Project Management, Site Management and system Testing	\$211,788
Centralized Telephone Interconnect (CTI) 4 Channels CTI, including installation	\$ 27,555
<b>Total</b>	<b>\$729,348</b>

8. **Payment Schedule for Simulcast Upgrade.** Payment for the Simulcast Upgrade Equipment (above) shall be as follows. The \$300,000 User Gear Credit received by the City in exchange for the Marketing Rights as described herein, shall be applied at the Effective Date of the Amendment. Of the \$429,348 balance, \$214,674 shall be due upon delivery of the equipment to the City, with the remaining \$214,674 due upon completion of the installation of the Simulcast Upgrade.
9. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed and acknowledged this First Amendment to the Service and Access Agreement, the day and year first above written.

ATTEST:

M/A COM PRIVATE RADIO  
SYSTEMS, INC.

By: P. Curt Jones  
Name: P. Curt Jones  
Title: Project Manager

By: William Tinsley  
Name: William Tinsley  
Title: Director of State of Florida Operations

COUNTERSIGNED:

CITY OF CLEARWATER, FLORIDA

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

By: William B. Horne II  
Name: William B. Horne II  
Title: City Manager

APPROVED AS TO FORM:

ATTEST:

By: [Signature]  
Name: Laura Lipowski  
Title: Assistant City Attorney

By: Mary J. Berra, Deputy Clerk  
Name: Cynthia E. Gourdeau  
Title: City Clerk