

SECOND AMENDMENT OF SITE LICENSE AGREEMENT

THIS SECOND AMENDMENT OF SITE LICENSE AGREEMENT (this “Amendment”) is made as of _____, 2022, by and between: (i) the **CITY OF CLEARWATER**, a municipal corporation of the State of Florida (“City”), (ii) the **STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**, an agency of the State of Florida, (the “State”), and (iii) **L3HARRIS TECHNOLOGIES, INC.**, a Delaware corporation (“L3Harris”), as successor in interest to M/A-COM Private Radio Systems, Inc. The City, the State and L3Harris shall sometimes hereinafter be individually referred to in this Amendment as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, M/A-COM Private Radio Systems, Inc. (“M/A-COM”), as tenant, was leased two communication towers from the City, as landlord, pursuant to the terms of that certain Tower Agreement dated as of July 1, 2002 (the “Original Site License Agreement”). The two towers leased to M/A-COM by the City in the Original Site License Agreement are: (a) the communication tower located on the grounds of the City’s Northeast Water Pollution Control Plant (the “Dunedin Tower”); and (b) the communication tower located on Missouri Road in the City (the “Missouri Road Tower”); and

WHEREAS, Harris Corporation, a Delaware corporation (“Harris”), purchased the assets of M/A-COM on May 29, 2009, including all of the rights and obligations of M/A-COM under the Original Site License Agreement; and

WHEREAS, L3 Technologies was merged into Harris on June 30, 2019, and Harris was renamed “L3Harris Technologies, Inc.” L3Harris succeeded to all of the rights and obligations of Harris under the Original Site License Agreement; and

WHEREAS, space has been used on the Dunedin Tower by L3Harris and its predecessors 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 L3Harris and its predecessors and the State 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, L3Harris and the State entered into a new contract pursuant to which L3Harris remains responsible for the management and operations of the SLERS network (the “SLERS-2 Agreement”); and

WHEREAS, pursuant to the terms of the SLERS-2 Agreement, L3Harris assigned its rights as a tenant in the use of the Dunedin Tower to the State with the City’s consent as landlord under the terms of that certain Partial Assignment and Amendment of Site License Agreement

effective as of July 1, 2021 (the "Partial Assignment"). (The Original Site License Agreement, as amended by the terms of the Partial Assignment, shall hereinafter be referred to as the "Site License Agreement").

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, the Parties amend the Site License Agreement as follows:

1. **Recitals.** The above recitals above are incorporated herein by reference.

2. **Term.** The Primary Term of the Site License Agreement ends on September 30, 2022. The Parties mutually agree to extend the Term of the Site License Agreement for an additional three (3) months running from September 30, 2022 through December 31, 2022 to provide the Parties with additional time to mutually agree upon the terms and conditions to be incorporated in new separate site license agreements which are contemplated to be entered into between: (i) the City, as landlord, and the State for the use of the Dunedin Tower; and (ii) the City, as landlord, and L3Harris for the use of the Missouri Road Tower.

3. **Miscellaneous.**
 - a. This Amendment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

 - b. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida.

 - c. The Site License Agreement shall not be further modified or amended in any manner other than by a written agreement signed by the Parties.

 - d. The terms and conditions of the Site License Agreement, except as amended herein, shall remain in full force and effect.

 - e. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument. Executed signature pages delivered by electronic mail shall be deemed effective as original signature pages.

 - f. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

[Signature page on next page]

IN WITNESS WHEREOF, the Parties have duly executed this Amendment as an instrument under seal as of the day and year first above written.

STATE:

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

By: _____

Name: _____

Title: _____

Date: _____

L3HARRIS:

L3HARRIS TECHNOLOGIES, INC., a
Delaware corporation

By:  _____

Name: Michael J. Hayes

Title: VP, Programs Management

Date: August 29, 2022

CITY:

CITY OF CLEARWATER, FLORIDA,
a municipal corporation of the State of Florida

By: _____

Name: Frank V. Hibbard
Mayor

By: _____

Name: Jon P. Jennings
City Manager

Reviewed and Approved:

Attest:

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

Name: Rosemarie Call
City Clerk

(SEAL)