

FOURTH AMENDMENT TO SERVICE & ACCESS AGREEMENT

(City of Clearwater)

This Fourth Amendment to Service & Access Agreement (this "Fourth Amendment") is entered into as of this 21st day of December 2022 (the date this Fourth Amendment is last signed by a Party, the "Effective Date") by and between the **CITY OF CLEARWATER, FLORIDA**, a municipal corporation of the State of Florida (the "City") and **L3HARRIS TECHNOLOGIES, INC.**, a Delaware corporation and successor-in-interest to M/A-COM Private Radio Systems, Inc. ("M/A-COM") and formerly known as Harris Corporation ("L3Harris"). The City and L3Harris shall sometimes hereinafter be referred to in this Fourth Amendment individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the City and M/A-COM originally entered into the Service & Access Agreement dated July 1, 2002 (the "Original Agreement"). Pursuant to the terms of the Original Agreement, M/A-COM provided the Communications System described in the Original Agreement and maintained the Communications System as required in the Original Agreement. Pursuant to the terms of the Original Agreement, M/A-COM leased two towers from the City pursuant to the terms of a Tower Agreement set forth in **Schedule D** to the Original Agreement. The two towers leased to M/A-COM by the City in the Tower 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") (the Dunedin Tower and the Missouri Road Tower shall sometimes hereinafter be collectively referred to as the "City Towers"). Revenues from the subleasing of the City Towers are shared with the City as provided in the Original Agreement. Space on the Dunedin Tower is also used for antennas and other equipment that is used by L3Harris as part of the Florida Statewide Law Enforcement Radio System ("SLERS"). Capitalized terms used in this Fourth Amendment shall have the meanings set forth in the Agreement unless such terms are expressly defined in this Fourth Amendment; and

WHEREAS, the City and M/A-COM previously entered into that certain First Amendment to Service & Access Agreement dated November 8, 2005 (the "First Amendment") 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 Agreement as amended by the First Amendment; and

WHEREAS, the City and Harris previously entered into that certain Second Amendment to Service & Access Agreement dated September 14, 2015 (the "Second Amendment"). (The Original Agreement, as amended by the First Amendment and the Second Amendment, shall hereinafter be collectively referred to as the "Agreement"); and

WHEREAS, L3 Technologies was merged into Harris on June 30, 2019 and Harris was renamed “L3Harris Technologies, Inc.”. L3Harris has all of the rights of Harris under the Agreement and is fully responsible for the performance of all obligations of Harris under the Agreement; and

WHEREAS, pursuant to the terms of the Partial Assignment and Amendment of Site License Agreement entered into in January 2022 (the “Partial Assignment”), L3Harris assigned its rights as a tenant for the use of the Dunedin Tower to the State of Florida, Department of Management Services (the “State”) with the City’s consent; and

WHEREAS, the City and L3Harris entered into that certain Third Amendment to Service & Access Agreement dated September 19, 2022 (“Third Amendment”) to extend the Term of the Agreement for three (3) months from September 30, 2022 until December 31, 2022 for the City and L3Harris to finalize the revisions to the Agreement and for the City, the State and L3Harris to finalize the revisions to the Tower Agreement (the Agreement, as amended by the Third Amendment, shall hereinafter be referred to as the “Extended Agreement”); and

WHEREAS, the City and L3Harris are entering into this Fourth Amendment to extend the Term of the Extended Agreement for an additional three (3) months from December 31, 2022 until March 31, 2023 while the revisions to the Extended Agreement are finalized by the City and L3Harris and while the revisions to the Tower Agreement are finalized by the City, the State and L3Harris.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and L3Harris amend the Agreement as follows:

1. **Recitals** – The above Recitals are incorporated herein by reference.
2. **Term** - The Parties agree to amend Section 2.2 of the Extended Agreement to read as follows:

“ The Initial Term of the Service Agreement ended on September 30, 2022. The Parties previously extended the Term of the Service Agreement for three (3) months running from September 30, 2022 through December 31, 2022. The Parties mutually agree to extend the Term of the Service Agreement for an additional three (3) months running from December 31, 2022 through March 31, 2023. Thereafter, the Parties shall have the option upon mutual agreement to extend this Service Agreement for one (1) additional fifty-four (54) month period ending on September 30, 2027. Such agreed upon three (3) month extension and optional fifty-four (54) month extension together reflect the 5-year extension contemplated under the Original Agreement.”

3. **Miscellaneous**

a. The terms and conditions of the Agreement, except as amended herein, shall remain in full force and effect.

b. This Fourth 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.

c. 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 Fourth Amendment.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to Service & Access Agreement as of the day and year first above written.

L3HARRIS TECHNOLOGIES, INC., a Delaware corporation

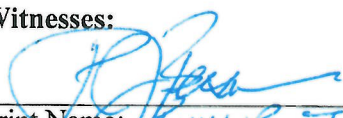
By: 

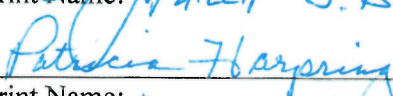
Name: Michael J. Hayes

Title: VP, Programs Management

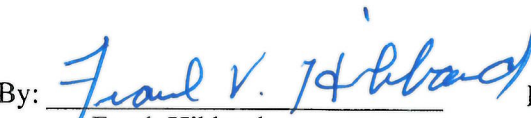
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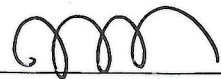
Witnesses:


Print Name: PHILLIP J. BEESON


Print Name: PATRICIA HARPRING

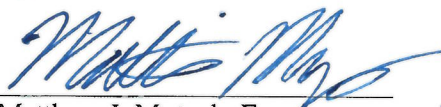
THE CITY OF CLEARWATER, FLORIDA,
a Florida municipal corporation

By: 
Frank Hibbard
Mayor

By: 
Jon P. Jennings
City Manager


Jennit Pomeroy

Approved as to form:


Matthew J. Mytych, Esq.
Assistant City Attorney

Attest:


For: Rosemarie Call
City Clerk

