THIRD AMENDMENT TO SERVICE & ACCESS AGREEMENT

(City of Clearwater)

This Third Amendment to Service & Access Agreement (this "Third Amendment") is entered into as of this ____ day of _____ 2022 (the date this Third 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 Third 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 Third Amendment shall have the meanings set forth in the Agreement unless such terms are expressly defined in this Third 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 are entering into this Third Amendment to extend the Term of the Agreement for an additional three (3) months while the revisions to the 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. **Parties' Addresses** – The street address for delivery of notices to M/A-COM and the City indicated in Section 1.4 of the Agreement are deleted in their entirety and replaced with the following addresses for delivery of notices to L3Harris and the City respectively:

"If to L3Harris, to:
L3Harris Technologies, Inc.
3800 Esplanade Way
Suite 190
Tallahassee, FL 32311
Attn: Steven A. Williams, Sr., Director
L3Harris Florida Statewide Law Enforcement Radio System (SLERS) Program
Tel: (407) 595-5910

With a copy of L3Harris notices to go to:
L3Harris Technologies, Inc.
221 Jefferson Ridge Parkway
Lynchburg, VA 24501
Attn: Legal Department
Tel: (434) 455-6600

If to the City of Clearwater, to:
City of Clearwater
P.O. Box 4748
Clearwater, Florida 33758
Attn: City Manager
Tel: (727) 562-5055
With a copy of City Notices to go to:
City of Clearwater
One Clearwater Tower, 6th Floor

600 Cleveland St.
Clearwater, FL 33756
Attn: City Manager
Tel: (727) 562-5055"

In addition to the methods set forth in the Agreement for delivery of notices to the Parties, notices may also be delivered by a Party through the use of a nationally recognized overnight courier service.

3. **Term** - The Parties agree to amend Section 2.2 of the Agreement to read as follows:

"The Initial Term of the Service Agreement ends on September 30, 2022. The Parties mutually agree to extend the Term of the Service Agreement for an additional three (3) months running from September 30, 2022 through December 31, 2022. Thereafter, the Parties shall have the option upon mutual agreement to extend this Service Agreement for one (1) additional fifty-seven (57) month period ending on September 30, 2027. Such agreed upon three (3) month extension and optional fifty-seven (57) month extension together reflect the 5-year extension contemplated under the Original Agreement."

4. **Miscellaneous**

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

b. This Third 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 Third Amendment.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Third 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, Program Management

Date: August 29, 2022

Witnesses:

_____
Print Name:

_____
Print Name:

THE CITY OF CLEARWATER, FLORIDA,
a Florida municipal corporation

By: _____
Frank Hibbard
Mayor

By: _____
Jon P. Jennings
City Manager

Approved as to form:

_____
Matthew J. Mytych, Esq.
Assistant City Attorney

Attest:

_____
Rosemarie Call
City Clerk