

**SITE LICENSE AGREEMENT
(Missouri Road Tower)**

THIS SITE LICENSE AGREEMENT (“Agreement”) to be effective upon execution by both parties (the “Effective Date”) by and between the **CITY OF CLEARWATER, FLORIDA**, a Florida municipal corporation of the State of Florida whose mailing address is One Clearwater Tower, 6th Floor, 600 Cleveland St., Clearwater, FL 33756 (hereinafter referred to as the “City” or “Licensor”), and **L3HARRIS TECHNOLOGIES, INC.**, a Delaware corporation acting through its Public Safety Professional Communications Business Sector whose mailing address is 7022 TPC Drive, Orlando, FL 32822 (hereinafter referred to as the “Licensee” or “L3Harris”). The City and Licensee shall sometimes hereinafter be referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

RECITALS:

WHEREAS, M/A-COM Private Radio Systems, Inc. (“M/A-COM”), as tenant, previously licensed two communication towers from the City, as licensor, pursuant to the terms of that certain Tower Agreement dated as of July 1, 2002 (the “Original Site License Agreement”). The two towers licensed to M/A-COM by the City in the Original Site License Agreement were: (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 as hereinafter defined in more detail in Section 2 of this Agreement (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 of Florida, Department of Management Services (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 licensee in the use of the Dunedin Tower to the State with the City's consent as licensor under the terms of that certain Partial Assignment and Amendment of Site License Agreement effective as of July 1, 2021 (the "Partial Assignment"); and

WHEREAS, pursuant to the terms of that certain Second Amendment of Site License Agreement dated as of October 3, 2022 by and between the City, the State and L3Harris (the "Second Amendment"), the Primary Term of the Original Site License Agreement was extended from September 30, 2022 to December 31, 2022; and

WHEREAS, pursuant to the terms of that certain Third Amendment of Site License Agreement dated as of December 21, 2022 by and between the City, the State and L3Harris (the "Third Amendment"), the Primary Term of the Original Site License Agreement was extended from December 31, 2022 to March 31, 2023 (the Original Site License Agreement as amended by the terms of the Partial Assignment, Second Amendment, and Third Amendment shall hereinafter be referred to as the "Amended Original Site License Agreement"); and

WHEREAS L3Harris, as Licensee, wishes to continue to license the Licensor's property, solely the Missouri Road Tower, from the City subject to the terms and conditions set forth herein; and

WHEREAS, the City, as Licensor, wishes to permit L3Harris, as Licensee to license solely the Missouri Road Tower from the City pursuant to the terms and conditions set forth in this Agreement. The Dunedin Tower is not included in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which hereby are acknowledged, both Parties agree as follows:

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

Section 2. Premises: The City hereby grants to Licensee and Licensee hereby accepts from the City a non- exclusive license to use the communications tower located at 1400 Young Street upon the grounds of park property under lease by the City from the Florida Department of Transportation by virtue of that certain 99 year lease dated January 19, 1976 and that certain Modification of Lease dated January 26, 1986, all being recorded in O.R. Book 6275, Pages 1880 through 1888, in the Public Records of Pinellas County, Florida, located at Latitude 27°56' 42" North, and Longitude 82°47'13" West (the "Missouri Road Tower"). The communications tower, together with the land upon which it is located, is referred to herein as the " Premises."

Section 3. Communications Equipment: Licensee shall maintain the City's existing communications equipment with L3Harris EDACS technology as well as any upgrades of such equipment with P25 technology, as well as the building, electrical generator using propane fuel and associated equipment on and within the Premises. In this Agreement, all of the City's existing communications equipment, buildings, panels, generators, cables, wires, antennas, and accessories located on the Premises are referred to collectively as "Communications Equipment".

Section 4. Term: The term ("Term") of this Agreement shall be for fifty-four (54) months running from April 1, 2023, through September 30, 2027. Thereafter the Term of this Agreement may be extended as mutually agreed upon in writing by the Parties which further extension shall include discussion and renegotiation of the terms and provisions of this Agreement as either Party requests and the Parties mutually agree.

Section 5. Maintenance: The City and Licensee agree that in addition to the maintenance of the Communications Equipment by Licensee and its subcontractors, Licensee shall also have the right to access and use the Premises for the maintenance of the Missouri Road Tower.

Section 6. Use: Licensee will have the non-exclusive use of the Premises for the purpose of maintaining the Communications Equipment on the Missouri Road Tower. Licensee shall also have the right to sublease portions of the Premises for use by other sub-licensees ("Sublicensees") including the installation and maintenance of sub-licensee equipment ("Sublicensee Equipment") provided, however, that: (i) the terms of the agreements with the sublicensees conform with the terms of this Agreement and are approved by the City; and (ii) the use of the Premises by the Sublicensees and the operation of the Sublicensee Equipment shall not interfere with the operation and performance of the Communications Equipment on the Missouri Road Tower. Licensee will abide by all applicable local, state and federal laws. Licensee shall use the Premises for no other purposes without the prior written consent of the City.

Section 7. Access: Licensee and its subcontractors shall have ingress and egress to the Premises on a twenty-four (24) hour basis for the purposes of maintenance, installation, repair and removal of the Communications Equipment provided, however, that only authorized engineers, technicians and employees of Licensee and subcontractors and consultants under Licensee's direct supervision, will be permitted to enter the said Premises, and their entry shall be for the purpose of installing, removing, repairing or maintaining the Communications Equipment and for no other purpose. Licensee shall notify City in advance of its need to install, remove, repair or maintain the Communications Equipment located on the Premises, except in the case of an emergency in which event notification shall be given by Licensee or its subcontractor as soon as reasonably possible. Access requiring entrance into or onto the Missouri Road Tower shall be coordinated with the General Services Department of the City.

Section 8. Utilities: Licensee shall be solely responsible for and promptly pay all charges for electricity, telephone and other utilities used or consumed by Licensee for any equipment owned by Licensee on the Premises. Licensee shall advise the City and the City shall fully cooperate with any utility company requesting an easement over and across the Premises or other lands owned by the City in order that such utility company may provide service to Licensee when installing Licensee's equipment on the tower. Licensee shall have an electrical current meter installed at the Premises and have the right to run underground or overhead utility lines, in compliance with the City's Community Development Code and any other applicable City codes, policies, or procedures, directly from the utility source to the Licensee's equipment on the Premises. The cost of such meter and of installation, maintenance and repair thereof shall be paid by Licensee. Licensee and the utility company providing services to Licensee shall have access to all areas of the Premises, or other lands of the City, necessary for installation,

maintenance and repair of such services provided, however, that access requiring entrance into or onto the Missouri Road Tower shall be coordinated with the General Services Department of the City.

Section 9. Holding Over: If Licensee requires use of the Premises after expiration of the Term of this Agreement and no extension of the Term of this Agreement is agreed upon by the Parties, then Licensee shall be deemed to be occupying the Premises as a tenant-at-sufferance on a month-to-month basis, subject to all the covenants and obligations of this Agreement, with a monthly rent of Three Thousand One Hundred Twenty-Five Dollars (\$3,125.00). The payment of such monthly rental amount shall be due and payable by the first day of the month succeeding the expiration of the final month of the Term of this Agreement, as set forth herein and as may be extended by mutual written agreement of the Parties. Notwithstanding this provision, the City reserves the right to remove the Licensee from the Premises after the end of the Term of the Agreement.

Section 10. Notices: Any notice shall be in writing and shall be delivered by hand or sent by registered or certified mail, postage prepaid, or by nationally recognized overnight courier service, addressed as follows:

If to the City:

City of Clearwater
P.O. Box 4748
Clearwater, Florida 33758-4748
Attn: City Manager
Tel: (727) 562-4040

With a copy of all City Notices to go to:

City of Clearwater
One Clearwater Tower, 6th Floor
600 Cleveland St.
Clearwater, FL 33756
Attn: City Manager
Tel: (727) 562-4040

and

City of Clearwater
P.O. Box 4748
Clearwater, FL 33758-4748
Attn: City Attorney
Tel: (727) 562-4010

If to Licensee:

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 all Licensee notices to go to:

L3Harris Technologies, Inc.
7022 TPC Drive
Orlando, FL 32822
Attn: Steven A. Williams, Sr., Director
L3Harris Florida Statewide Law Enforcement Radio System (SLERS) Program
Tel: 407-581-3782

and to:

L3Harris Technologies, Inc.
221 Jefferson Ridge Parkway
Lynchburg, VA 24501
Attn: Legal Department
Tel: 434-455-6600

Either Party may change its contact information to which notice shall be given by delivering notice of such change as provided above.

Section 11. Liability and Indemnification: Licensee agrees to indemnify and hold the City harmless from all claims (including costs and expenses of defending such claims) arising or alleged to arise from the negligence or willful misconduct of Licensee or Licensee's agents, employees, contractors or subcontractors occurring in or about the Premises during the term of this Agreement or an extension thereof. Licensee further agrees that Licensee and Licensee's agents, employees, contractors and subcontractors shall use and occupy the Premises at their own risk. Licensee hereby releases the City and its agents and its employees, from all claims for any damage or injury sustained by Licensee or Licensee's agents, employees, contractors and subcontractors while using and occupying the Premises provided, however, that Licensee does not release the City or its agents or its employees from those claims for damages or injuries resulting from the gross negligence or willful misconduct of the City or its agents or its employees.

Section 12. Termination:

a. Subject to the occurrence of a material breach and compliance with the requirements set forth in Section 13(a) below, the non-defaulting Party shall thereafter have the right to terminate this Agreement by written notice to the other Party in the event of a material breach

of any of the provisions of this Agreement which is not cured as provided in Section 13(a) below.

b. The non-defaulting Party terminating this Agreement because of an uncured material breach (as discussed in Section 13(a) below) shall give written notice of termination to the other Party not less than ninety (90) days in advance of the effective date of termination. In the event this Agreement is terminated by the City, Licensee shall be responsible for restoring as near as practicable the Premises occupied by Licensee to its condition as of the date of this Agreement, save and except normal wear and tear and acts beyond Licensee's control.

c. Upon termination of this Agreement as provided in this Section 12, the Term hereby granted for use of the Premises and all rights and interest of Licensee in the Premises shall end. Should Licensee be the defaulting Party under this Agreement, such termination shall be without prejudice to the City's right to collect from Licensee any rental or additional rental set forth herein which has accrued prior to such termination together with all damages which are suffered by the City because of Licensee's material breach of any covenant under this Agreement.

Section 13. Defaults and Remedies:

a. Notwithstanding anything in this Agreement to the contrary, neither Party shall be in default under this Agreement until ninety (90) days after receipt of written notice of material breach from the other Party and the failure to cure such material breach during the 90 day notice period; provided, however, where any such material breach cannot reasonably be cured within the 90 day notice period, the Party receiving the notice of material breach shall not be deemed to be in default under the Agreement provided such Party commences to cure such default within said ninety (90) day notice period and thereafter diligently pursues such cure of the material breach to completion.

b. In the event of a Party's material breach of this Agreement which is not cured as provided in Section 13(a) above, the non-defaulting Party may, at its option, terminate this Agreement as provided in Section 12 without affecting its right to sue for damages to which the non-defaulting Party may be entitled. In addition, if Licensor remains in default beyond any applicable cure period, Licensee will have: (i) the right to cure Licensor's default and to charge Licensor for the costs of such cure provided Licensee has provided Licensor with an estimate of such costs. Licensor will review and approve or deny such estimate within fifteen (15) days or the estimate is deemed approved, and (ii) any and all other rights available to it under law and equity.

Section 14. Tests: Licensee and its subcontractors are hereby given the right to survey, soil test, radio coverage test, and conduct any other investigations needed to determine if the surface and location of the Premises remain suitable for construction and installation of any upgrades or changes of the Communications Equipment.

Section 15. Fixtures: The City covenants and agrees that no part of the improvements

constructed, erected or placed by Licensee or its subcontractors on the Premises or other real property owned by the City shall be or become, or be considered as being, affixed to or a part of the City's real property, any and all provisions and principles of law to the contrary notwithstanding.

Section 16. Assignment and Sublicensing: Licensee may assign or sublicense the Premises or any part thereof with the prior written consent of the City, which consent shall not be unreasonably withheld. Any such assignment or sublicense shall: (i) be consistent with the Ordinances of the City; (ii) be permissible only if Licensee remains fully liable for fulfillment of all its obligations under this Agreement when sublicensing a portion of the Premises; and (iii) be permissible provided the nature of the use under this Agreement is not changed. Licensee shall not use the Premises as security for any loans. The City shall not assign or transfer this Agreement or the Premises without prior written consent of Licensee .

Section 17. Other Conditions:

a. The City acknowledges that following the execution of this Agreement, Licensee will contact appropriate local governmental agencies for the purpose of obtaining all building permits and approvals, zoning changes and approvals, variances, use permits and other governmental permits and approvals ("Local Permits"), if necessary, for the continued installation, operation and maintenance of the Communications Equipment on the Premises including any upgrades or changes of the Communications Equipment. The City agrees to fully cooperate with Licensee in obtaining the Local Permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificate or other documents that may be required in connection with the Local Permits.

b. Whenever under this Agreement the consent or approval of either Party is required or a determination must be made by either Party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

c. The City covenants that Licensee shall, upon observing the covenants and conditions herein upon its part to be observed, peaceably and quietly hold and enjoy the Premises during the term of this Agreement or as it may be extended without hindrance or ejection by the City, any person or persons claiming under the City, or any other licensee or tenant of the City.

d. Licensee covenants and agrees that all Sublicensee Equipment and the installation, operation and maintenance thereof on the Premises will:

- I. Not negligently damage the Missouri Road Tower or any portion of the Premises.
- II. Not interfere with the operation of the Communications Equipment or the communications equipment of other licensees or tenants currently utilizing the Premises. In the event there is interference by the Sublicensee Equipment, Licensee will promptly take all steps necessary to have the Sublicensee correct

and eliminate same with a reasonable period of time. If the Sublicensee is unable to eliminate such interference caused by it within a reasonable period of time and notice of a material breach is then given by the City which is not cured as provided in Section 13 above, Licensee agrees to thereafter have the Sublicensee remove its antennas from the City's property and the Sublicensee's agreement shall be terminated.

- III. Comply with all applicable rules and regulations of the Federal Communications Commission and the ordinances of the City including, but not limited to, the building and electrical codes of the City.

e. If the Premises are damaged through no fault or negligence of Licensee so as to render the Premises substantially unusable for use, the City, at its expense, shall restore the Premises to its condition prior to such damage within ninety (90) days after the occurrence of such damage provided, however, in the event the City fails to repair the Premises within the ninety (90) day period, Licensee shall have the right to terminate this Agreement by written notice to the City with no further obligations hereunder. If the Premises are damaged due to the fault or negligence of Licensee, it shall be Licensee's responsibility, at its expense and option, to restore such Premises.

f. All persons providing work for Licensee on the Premises are put upon notice that the interest of City in the Premises shall not be subject to liens for improvements made by or through Licensee and/or its employees, contractors, consultants and agents. In addition, liens for improvements made by Licensee and/or its employees, contractors, consultants and agents are specifically prohibited from attaching to or becoming a lien on the interest of the City in the Premises or any part of either. This notice is given pursuant to the provisions of and in compliance with the requirements set forth in Section 713.10, Florida Statutes.

Section 18. Radon Gas Notification: As may be required by Section 404.056(5), Florida Statutes, Licensee shall take notice of the following:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Section 19. Governing Law. The Agreement 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 Agreement will be in the appropriate State court located in Pinellas County, Florida.

Section 20. Entire Agreement and Binding Effect: This Agreement constitutes the entire agreement between the City and Licensee concerning the subject matter hereof and this Agreement supersedes and replaces any prior or contemporaneous license, agreement, promise, license, negotiations or writing concerning such subject matter including, without limitation, the Amended Original Site License Agreement. This Agreement shall not be


amended or changed except by written instrument signed by both Parties. Section captions herein are for convenience only, and neither limit nor amplify the provisions of this Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties.

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IN WITNESS WHEREOF, the Parties have duly executed this Agreement as an instrument under seal on this _____ day of March, 2023.

LICENSEE:

L3HARRIS TECHNOLOGIES, INC., a Delaware corporation
acting through its Public Safety Professional Communications Business Sector

By: _____


Name: Michael J. Hayes

Title: VP, Program Management

Date: February 23, 2023

CITY:

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

By: _____
Name: Frank V. Hibbard
Mayor

By: _____
Name: Jennifer Poirrier
Interim City Manager

Reviewed and Approved:

Attest:

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

Name: Rosemarie Call
City Clerk

(SEAL)