

**ASSIGNMENT AND ASSUMPTION OF SITE LICENSE AGREEMENTS**

**THIS ASSIGNMENT AND ASSUMPTION OF SITE LICENSE AGREEMENTS** (this "Assignment") is made as of July 1, 2021, by and between **L3HARRIS TECHNOLOGIES, INC.**, a Delaware corporation, formerly known as Harris Corporation, on behalf of itself, its affiliates, and subsidiaries ("Assignor"), and the **STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**, an agency of the State of Florida, ("Assignee"), and this Assignment is acknowledged and agreed to by **MARION COUNTY**, a political subdivision of the State of Florida ("Lessor/Licensor")

**WITNESSETH:**

**WHEREAS**, Assignor, as "tenant," and Lessor/Licensor as "landlord," or their respective predecessors-in-interest, entered into one (1) Site License Agreement, as identified in **Schedule 1** attached hereto and incorporated by reference herein (collectively, the "SLAs"), under which Assignor licensed from Lessor/Licensor the use of certain tower and/or ground space 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 Assignor and Assignee dated September 28, 2000, as amended to date (the "SLERS Agreement"); and

**WHEREAS**, on June 30, 2021, the SLERS Agreement shall expire 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, Assignor and Assignee shall enter into a new contract, pursuant to which Assignor will remain responsible for the management and operations of the SLERS network; and

**WHEREAS**, in accordance with Chapters 2021-036 and 2021-037, Laws of Florida, Assignor desires to assign the SLAs to Assignee, and Assignee desires to assume the SLAs from Assignor on July 1, 2021 (the "Effective Date" of the Assignment).

**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, Assignor, Assignee, and Lessor/Licensor hereby agree as follows:

**1. Assignment and Assumption of the SLAs.** Assignor hereby assigns, transfers, sets over, and conveys to Assignee, as of the Effective Date, all of Assignor's right, title, and interest in, to, and under the SLAs. Assignee hereby accepts the foregoing assignment of the SLAs and assumes and agrees to perform and observe all of the obligations, covenants, terms, and conditions to be performed or observed by Assignor under the SLAs, as modified herein, arising on and after the Effective Date. Assignor shall remain fully responsible to perform all of the obligations, covenants, terms, and conditions required to be performed by Assignor under the SLAs before the Effective Date.

**Further Acts.** Assignor, Assignee, and Lessor/Licensor shall, at any time and from time to time, upon the reasonable request of the other, take all such further actions as shall be reasonably necessary to give effect to the transaction contemplated herein.

2. **No Third Party Benefitted.** This Assignment is made for the purpose of defining and setting forth certain obligations, rights, and duties of Assignor, Assignee, and Lessor/Licensor in connection with the SLAs. It is made for the sole protection of and benefit to Assignor, Assignee, and Lessor/Licensor. No other person or party shall have any rights of any nature hereunder or by reason hereof.
3. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, with the same effect as if all parties had signed the same signature page.
4. **SLA Amendments.** **Schedule 2**, Additional State of Florida Terms and Conditions, attached hereto shall be appended to and amend all SLAs identified in **Schedule 1**. In the event of conflict between **Schedule 2** and the SLA, **Schedule 2** shall take precedence. Limited changes to the SLA terms are included in **Schedule 2**. The Assignee and Lessor/Licensor shall review the SLAs after execution of this Assignment to determine if other modifications to the SLAs are warranted, as mutually agreed upon.
5. **Specific Appropriation.** The specific appropriation from which the Assignee will make payments for the first year of the SLAs is Line Item 2860A of the 2021-2022 General Appropriations Act (Chapter 2021-036, Laws of Florida).
6. **Miscellaneous.** This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee, and Lessor/Licensor and their respective successors and assigns; shall be governed by and construed in accordance with the laws of the State of Florida; and shall not be modified or amended in any manner other than by a written agreement signed by the Assignor, Assignee, and Lessor/Licensor.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Assignor, Assignee, and Lessor/Licensor have duly executed this Assignment and Assumption of Site License Agreements as an instrument under seal as of the day and year first above written.

**LESSOR/LICENSOR:**

MARION COUNTY, a political subdivision of the State of Florida by its Board of County Commissioners

By: \_\_\_\_\_

Name: Jeff Gold

Title: Chairman

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Name: Gregory C. Harrell

Title: Clerk of the Court

For Use and Reliance of Marion County Only,  
Approved as to Form and Legal Sufficiency:

By:  \_\_\_\_\_

Name: Elizabeth Alt

Title: Senior Assistant County Attorney

**ASSIGNOR:**

**L3HARRIS TECHNOLOGIES, INC.,**  
a Delaware corporation

~~By: \_\_\_\_\_~~

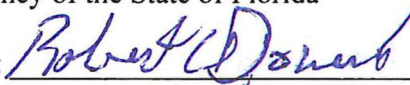
~~Name: Lori A. Rodriguez~~

~~Title: Director, Contracts~~

~~Date: \_\_\_\_\_~~

**ASSIGNEE:**

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

By:  \_\_\_\_\_

Name: Robert C. Downie

Title: Deputy Director

Date: Sept 15, 2021

IN WITNESS WHEREOF, Assignor, Assignee, and Lessor/Licensor have duly executed this Assignment and Assumption of Site License Agreements as an instrument under seal as of the day and year first above written.

**LESSOR/LICENSOR:**

MARION COUNTY, a political subdivision of the State of Florida by its Board of County Commissioners

By: \_\_\_\_\_

Name: Jeff Gold

Title: Chairman

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Name: Gregory C. Harrell

Title: Clerk of the Court

For Use and Reliance of Marion County Only,  
Approved as to Form and Legal Sufficiency:

By: \_\_\_\_\_

Name: Elizabeth Alt

Title: Senior Assistant County Attorney

**ASSIGNOR:**

L3HARRIS TECHNOLOGIES, INC.,  
a Delaware corporation

By: Lori A. Rodriguez

Name: Lori A. Rodriguez

Title: Director, Contracts

Date: 9/29/21

**ASSIGNEE:**

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE 1**

**SCHEDULE OF Marion County Board of County Commissioners SITE LICENSE AGREEMENT**

<b>Column 1</b>	<b>Column 2</b>
<b><u>L3Harris Site ID</u></b> <b><u>No.</u></b>	<b><u>L3Harris Site Name</u></b>
X705	Marion Forrest

## SCHEDULE 2

### ADDITIONAL STATE OF FLORIDA TERMS AND CONDITIONS

1. **Interpretation and Transfer.** As used in this Schedule 2, the term “Lessor” refers to Marion County, the term “Lessee” refers to the State of Florida, Department of Management Services, and the term “Lease” refers to each of the SLAs identified in Schedule 1. In the event of conflict between a Lease and this Schedule 2, this Schedule 2 shall take precedence. Nothing contained herein shall alter the relationship established between the parties nor the character of the Lease, nor shall the use of the terms “Lease,” “Lessor,” and “Lessee” alter the relationship, except to the extent required by the terms and conditions below. In the event a Lease is assigned or transferred to an entity that is not an agency or subdivision of the State of Florida, this Schedule 2 shall terminate.
  
2. **Amendment to the Lease.** The following provisions supplement and modify the terms of each Lease:
  - a. Invoices to the Lessee shall be paid in advance and in accordance with section 215.422, Florida Statutes (F.S.), and Lessor can contact the Vendor Ombudsman at (850) 413-5516 if Lessor is having trouble obtaining timely payments. Lessor shall provide Lessee with an invoice by email to [divtel.invoices@dms.fl.gov](mailto:divtel.invoices@dms.fl.gov) prior to the time payment is due. Invoices that are not submitted to this email address shall not be deemed submitted to the Lessee.
  - b. Pursuant to section 255.2502, F.S., the State of Florida's performance and obligation to pay under the Lease is contingent upon an annual appropriation by the Legislature.
  - c. The Lease 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 Lease will be in the appropriate State court located in Leon County, Florida. Except as otherwise provided by law, the parties agree to be responsible for their own attorney's fees incurred in connection with disputes arising under the terms of the Lease.
  - d. For purposes of all required insurance, Lessee, as an agency of the State of Florida, may satisfy such obligations by self-insuring, pursuant to sections 440.38 and 768.28, F.S. Proof of self-insurance shall be available upon request.
  - e. The Lessor understands its, and its subcontractors (if any), duty, pursuant to section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.
  - f. The Lessee's Lease manager is:

Luis Lopez  
Division of Telecommunications  
Department of Management Services  
4030 Esplanade Way, Suite 180  
Tallahassee, Florida 32399-0950  
Telephone: (850) 414-2606  
Email: [luis.lopez@dms.fl.gov](mailto:luis.lopez@dms.fl.gov)