

PERMIT TO USE TRANSMITTER FACILITY

31387

Pursuant to a minute order adopted by the City Council of the CITY OF LONG BEACH, a municipal corporation, ("City") at its meeting on February 17, 2009, the City hereby grants to SOUTHERN CALIFORNIA GAS COMPANY, a California corporation ("Permittee"), whose address is 101 Ash Street, San Diego, California 92101, a permit ("Permit") for the nonexclusive use of City's radio transmitter facilities located city wide, in the City of Long Beach ("Transmitter Facility") on the following terms and conditions:

1. Permission. City hereby grants Permittee permission to use the Transmitter Facility for the transmission of radio signals from Permittee's equipment. The permission granted to use the Transmitter Facility hereby includes space on the transmitter tower (as designated by City) and space in the tenant room in the radio equipment building at the base of said tower (in a size and location designated by City).

A. This Permit allows for the installation of one transmitter/receiver (otherwise known as a transceiver) unit ("Equipment"). Written permission of City must be obtained prior to the installation of any additional transmitter/receiver units or other equipment.

B. Use by Permittee of the Equipment shall be limited to those uses allowed under the applicable rules of the Federal Communications Commission ("FCC") governing the original authorization granted, or to be granted by the FCC to Permittee on or about the date of this permit. The Equipment shall be used for no other purpose including any future modifications of uses allowed under rule changes by the FCC affecting Permittee's original authorization unless approved in writing in advance by City, which approval shall not be unreasonably withheld. The Equipment shall be completely remote controlled and unattended, except for repair and maintenance under paragraph 6 below.

C. Permittee accepts the Transmitter Facility "as is" with no

1 additional improvements to be furnished by City, however City represents that the  
2 Transmitter Facility consists of interior rack space, tower antennas and all  
3 necessary connecting appurtenances and equipment sufficient to be a fully  
4 operable communications facility for its intended licensed communications  
5 coverage area. With the exception of the foregoing representation, City shall have  
6 no responsibility for the condition of the Transmitter Facility or for any damage  
7 suffered by Permittee or any person due to such condition. Permittee shall not  
8 use nor permit the use of the Transmitter Facility in any manner which will create a  
9 nuisance or interfere with or disturb the use of other permittees of the Transmitter  
10 Facility.

11 D. City shall not be liable for interruptions of service caused by  
12 strikes, lockouts, facility closures, losses of accessibility, telephone and power  
13 failures, governmental acts, or any other condition beyond the control of City.

14 2. Term. This Permit shall be deemed to have commenced on March  
15 1, 2009 ("Effective Date"), and shall terminate on September 30, 2014, unless sooner  
16 terminated as provided herein. Thereafter, the Permittee shall have the option to renew  
17 the Permit for one (1) additional five (5) year term, unless either party gives written notice  
18 to the other party at least ninety (90) days prior to the expiration of the term or a renewal  
19 term, of such party's intention not to renew this Permit.

20 3. Equipment and Installation. Permittee shall, at its sole cost and  
21 expense, furnish and install the Equipment according to the Technical Site Rules  
22 ("Rules"), adopted pursuant to the MOP (defined below) a copy of which is attached  
23 hereto as Exhibit "A" and incorporated herein by this reference, however in the event any  
24 provision of the Rules conflict with a provision in this Permit, the provision in this Permit  
25 shall control with respect to the rights and obligations of Permittee and the City.

26 City shall have the right to inspect installation of the Equipment prior to  
27 activation of the system to determine compliance by Permittee with the Rules. If the  
28 inspection discloses that the Equipment is not installed in compliance with the Rules, City

1 shall notify Permittee in writing specifying the nature of the noncompliance and Permittee  
2 shall thereafter, at its sole cost, make any adjustments required to comply with the Rules.  
3 If Permittee fails to make the required adjustments within fifteen (15) days after receipt of  
4 written notice from City of such noncompliance, Permittee shall be in default under this  
5 Permit and the provisions of paragraph 17 shall apply. Except for the above-mentioned  
6 adjustments necessary to stay in compliance with the Rules, Permittee shall not modify  
7 its installation of the Equipment without first obtaining the written approval of City.

8           4.     Master Operating Plan. Permittee acknowledges and understands  
9 that the City and Spanish Broadcasting System ("SBS") have adopted a Master  
10 Operation Plan/Signal Hill Consolidation Area (the "MOP"), a copy of which is attached  
11 hereto as Exhibit "B" and incorporated herein by this reference, however in the event any  
12 provision of the MOP conflicts with a provision in this Permit, the provision in this Permit  
13 shall control with respect to the rights and obligations of Permittee and the City. The  
14 MOP sets forth the operational procedures and guidelines to be followed by the City, as  
15 owner and operator of the Transmitter Facility, SBS, as owner and operator of the  
16 Spanish Broadcasting Tower Facility ("SBS Tower" and, together with the Transmitter  
17 Facility, the "Consolidated Site"), and Mountain Union Telecom ("MUT"), manager of the  
18 SBS Tower, in their operation of the Consolidated Site. The procedures and standards of  
19 the MOP are designed and intended to (i) promote cooperation among the tower owners,  
20 tower managers and tower users, (ii) create a safe working environment, and (iii) prevent  
21 or minimize interference among tower users. By executing this Permit, Permittee  
22 acknowledges and agrees to observe and be bound by the terms and conditions of the  
23 MOP and the Rules to the extent applicable to work being performed or services provided  
24 under this Permit.

25           5.     Entry to Site. Permittee shall have the right of entry to the tenant  
26 equipment room for inventory control, inspection and maintenance and repair of the  
27 Equipment (unless maintained by City under a separate agreement) in accordance with  
28 the Rules. Permittee shall, within thirty (30) days of execution of this Permit, provide City

1 with written notice of the identity of the service company(ies) and/or individuals who is/are  
2 authorized to have access to the Equipment for maintenance and repair purposes.  
3 Permittee shall not subcontract for services or provide access to any company other than  
4 the companies so identified without the prior written consent of the City. Permittee shall  
5 have no right of access to any other equipment located at the Transmitter Facility and no  
6 right of entry to City's tower. All work performed by Permittee at the Transmitter Facility  
7 shall be consistent with the Rules and where applicable, conform to the Motorola Quality  
8 Standards — Fixed Network Installation — R56 ("Quality Standards"), a copy of which is  
9 available at the Transmitter Facility.

10               6.     Maintenance of Equipment. Permittee shall maintain the Equipment  
11 in good condition and repair. Permittee shall also keep the area of its installation in a  
12 neat, orderly and safe condition and free of waste, rubbish and debris.

13               7.     Coverage and Interference. City makes no representation or  
14 warranty as to the area of communications coverage to and from the Transmitter Facility.  
15 Permittee acknowledges and agrees that Permittee's signal is subject to degradation of  
16 transmission and performance from natural and man-made phenomena, including but not  
17 limited to, solar flares, so-called "slip" interference, power lines and interference from  
18 users of the same and other frequencies. City shall not be responsible for interference  
19 caused by any such source or any other source beyond the control of City.

20               8.     Utilities. City shall provide utilities (excluding telephone equipment  
21 and service) to the Transmitter Facility. Permittee shall arrange and pay for the  
22 installation, maintenance and service of any telephone lines and equipment it desires to  
23 use at the Transmitter Facility. City shall pay the cost of any gas, water and electrical  
24 power used at the Transmitter Facility (except that provided by Permittee's own power  
25 generating equipment, if any, installed in accordance with paragraph 3). The cost of gas,  
26 water and electrical power paid for by City may be allocated among all permittees of the  
27 Transmitter Facility based upon City's best estimate of each permittee's use of utilities at  
28 the Transmitter Facility.

9. Fee. Permittee shall pay to City as rental for use of the Transmitter Facility a fee ("Fee") computed on the basis of the charges listed and described in the Schedule of Rates attached hereto as Exhibit "C" and incorporated herein by this reference. The Fee shall be payable in advance on the first (1<sup>st</sup>) day of each month commencing March 1, 2009. Notwithstanding the foregoing, if installation of the Equipment is completed on a date other than the first (1<sup>st</sup>) day of the month, the Fee for the first (1<sup>st</sup>) month shall be pro-rated based on a thirty (30) day month.

A. The Fee shall be increased by the annual Consumer Price Index (CPI) or three and a half percent (3.5%), whichever is greater, on each anniversary of the Effective Date during the Term and any renewal thereof.

B. The Fee shall also be adjusted when and if additional equipment is installed at the Transmitter Facility. The adjustment shall be based on the rates listed in Exhibit "C". The adjusted Fee shall be due and payable as of the first (1<sup>st</sup>) day of the month next succeeding the month in which installation of the additional equipment is completed.

C. The Fee shall be considered delinquent if it remains unpaid on the tenth (10th) day of the month for which such Fee is due. In addition to the Fee, Permittee shall pay City a late fee of ten percent (10%) or Fifty Dollars (\$50.00), whichever is greater, on all delinquent Fee payments. City may terminate this Permit and disconnect the Equipment if any Fee payment remains unpaid for sixty (60) days after the date it is due, provided however that City must provide prior written notice to Permittee of City's intent to terminate the Permit and disconnect the Equipment and Permittee shall thereafter have ten (10) days from receipt of such notice to pay such delinquent Fee. Prior to reconnection of the Equipment, Permittee shall pay City a reconnection fee of Two Hundred Fifty Dollars (\$250.00) in addition to payment in full of the delinquent amount.

10. Indemnification of City. Permittee shall defend, protect, indemnify and hold City, its Boards and their officials, employees and agents harmless, from and

1 against any loss, damage, demand, claim, cause of action, liability, cost or expense  
2 (including reasonable attorney's fees) of any kind whatsoever arising from (i) any breach  
3 or default by Permittee in the performance of its obligations under this Permit, (ii)  
4 Permittee's use of the Transmitter Facility, (iii) the conduct of Permittee's business at the  
5 Transmitter Facility, and (iv) from any activity, work or thing done, permitted or suffered  
6 by Permittee in or about the Transmitter Facility, provided however that Permittee shall  
7 have no obligation to defend, protect, indemnify, or hold harmless if it is determined by a  
8 court of competent jurisdiction that such loss, damage, demand, claim, cause of action,  
9 liability, cost or expense was caused by the sole negligence or willful misconduct of the  
10 City.

11           11. Indemnification of Permittee. City shall defend, protect, indemnify  
12 and hold Permittee, its officials, employees and agents harmless, from and against any  
13 loss, damage, demand, claim, cause of action, liability, cost or expense (including  
14 reasonable attorney's fees) of any kind whatsoever arising from (i) any breach or default  
15 by City in the performance of its obligations under this Permit (ii) City's use of the  
16 Transmitter Facility, (iii) the conduct of City's business at the Transmitter Facility, and (iv)  
17 from any activity, work or thing done, permitted or suffered by City in or about the  
18 Transmitter Facility, provided however that City shall have no obligation to defend,  
19 protect, indemnify, or hold harmless if it is determined by a court of competent jurisdiction  
20 that such loss, damage, demand, claim, cause of action, liability, cost or expense was  
21 caused by the sole negligence or willful misconduct of the Permittee.

22           12. Insurance. Prior to any new testing, construction, or installation by  
23 Permittee, prior to the effectiveness of this Permit, and in partial performance of  
24 Permittee's obligations hereunder, Permittee shall procure and maintain the following  
25 insurance coverages, at Permittee's sole expense for the duration of this Permit and any  
26 extensions, renewals, or holding over thereof, from insurance companies admitted  
27 (authorized) to write insurance in the State of California or from non-admitted (surplus  
28 lines) insurers that are on California's List of Eligible Surplus Lines Insurers (LESLI) and

1 that have a minimum rating of or equivalent to A:VIII by A.M. Best Company.  
2 Notwithstanding the foregoing, Permittee shall have the right to fulfill some or all of the  
3 insurance requirements contained in this Permit under a plan of self-insurance.

4 (a) Commercial General Liability Insurance (equivalent in coverage scope  
5 to Insurance Services Office, Inc. (ISO) form CG 00 01 11 85 or 10 93) in an amount not  
6 less than Five Million Dollars (\$5,000,000.00) per occurrence and in general aggregate.  
7 This insurance shall include coverage for explosion, collapse, and underground (XCU)  
8 hazards, products and completed operations liability and shall not exclude or limit  
9 coverage for contractual liability, independent contractors, or cross liability protection.  
10 This insurance shall be endorsed to include City and its officials, employees, and agents  
11 as additional insureds (by an endorsement equivalent in coverage scope to ISO form CG  
12 20 26 11 85) and to waive the insurer's rights of subrogation against City and its officials,  
13 employees, and agents.

14 (b) Workers' Compensation Insurance as required by the State of California  
15 Labor Code and employer's liability insurance in an amount not less than One Million  
16 Dollars (\$1,000,000.00) per accident or occupational illness.

17 (c) "All Risk" Property Insurance, including debris removal and builder's risk  
18 protection during the course of construction, covering the full replacement value of  
19 Permittee's Equipment [personal property and improvements constructed on or about the  
20 Transmitter Facility]. Permittee hereby waives all rights of subrogation, but only to the  
21 extent that collectible commercial insurance, including a commercially reasonable  
22 deductible, is available for said damage.

23 All insurance required hereunder shall be separately endorsed to require at  
24 least thirty (30) days' prior written notice of cancellation (ten (10) days prior written notice  
25 for nonpayment of premium is acceptable), non-renewal, or material changes in coverage  
26 (other than reduction of limits due to claims paid) to City, and to provide that coverage  
27 shall be primary and not contributing to any other insurance or self-insurance maintained  
28 by City, or its officials, employees, and agents.

1 Permittee shall require any contractors or subcontractors to procure and  
2 maintain the insurance required herein unless otherwise agreed in writing by City's Risk  
3 Manager or designee.

4 Upon last execution of this Permit, Permittee shall deliver to City certificates  
5 of insurance and the required endorsements evidencing the coverage required by this  
6 Permit, including the certificates and endorsements of any Permittee's contractors and  
7 subcontractors. The certificates and endorsements for each insurance policy shall  
8 contain the original signatures of persons authorized by that insurer to bind coverage on  
9 its behalf. Permittee shall provide City with copies of certificate of insurance and  
10 endorsements for renewal policies within thirty (30) days of policy termination. If  
11 Permittee fails to provide City with copies of certificates of insurance and endorsements  
12 for renewal policies within thirty (30) days of policy termination, then City shall have the  
13 right to require Permittee to deliver complete certificated copies of all said policies within  
14 thirty (30) days of Permittee's receipt of written notice from City requesting complete  
15 certified copies of all said policies.

16 Such insurance as required herein shall not be deemed to limit Permittee's  
17 liability relating to performance under this Permit. The procuring of insurance shall not be  
18 construed as a limitation on liability or as full performance of the indemnification and hold  
19 harmless provisions of this Permit.

20 Any modification or waiver of the insurance requirements herein shall be  
21 made only with the written approval of City's Risk Manager or designee.

22 13. Fee and Insurance Renegotiation. As required by the provisions of  
23 the Long Beach City Charter Section 1207(d), and in the event the term of this Permit is  
24 renewed for a fifth (5th) year, the parties agree to renegotiate the Fee and insurance  
25 coverages and limits of this Permit prior to renewing the term for a sixth (6th) year. The  
26 parties shall commence negotiations at least one hundred eighty (180) days prior to the  
27 expiration of the fifth (5th) year of the term of this Permit. If the parties cannot agree  
28 upon the adjusted Fee and insurance within ninety (90) days prior to the beginning of the



sixth (6th) year, the Fee and insurance shall be determined by arbitration in Los Angeles, California, before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The adjusted Fee (whether negotiated or determined by arbitration) shall be effective as of the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) month of the sixth (6th) year regardless of when determined. If the adjusted Fee is not determined prior to the commencement of the sixth (6th) year, Permittee shall continue to pay fees in accordance with Fee in force during the fifth (5th) year of the term of this Permit. Upon determination of the adjusted Fee, if the adjusted Fee is higher than the current Fee, Permittee shall promptly pay any difference due City and if the adjusted Fee is lower than the current Fee, City shall promptly pay any difference due Permittee.

14. Compliance with Law.

A. Permittee shall, at its sole cost and expense, comply with all Federal, State and local laws, rules, regulations and ordinances, including applicable FCC rules and regulations governing the operation and use of the Equipment.

B. Permittee shall, at its sole cost and expense, obtain all licenses and permits required by applicable law for the operation and use of the Equipment at the Transmitter Facility. Concurrent with the execution of this Permit, copies of the radio station authorization issued by the FCC and the Special Use Permit issued by the U.S. Department of Agriculture, Forest Service, if applicable, shall be furnished to City by Permittee. All licenses and permits obtained by Permittee shall be posted at the Transmitter Facility.

C. To the extent required to do so and to the extent related to Permittee's operations and maintenance at the Transmitter Facility, Permittee shall comply with all applicable federal, state and local law, statute, rule, regulation and ordinances including, but not limited to any laws regulating the health and safety of tower occupants and workers ("Safety Standards"). Permittee shall establish, maintain and observe a program of compliance with all applicable Safety

Standards ("Safety Compliance Program"). On or before the commencement of operations at the Transmitter Facility, Permittee shall submit its Safety Compliance Program, and any revisions thereto, to City's Wireless Communications Officer for review and approval; provided, however, that such review and approval shall not relieve Permittee of its independent obligation to comply with Safety Standards. Permittee shall monitor its compliance with Safety Standards and immediately correct any known incident of noncompliance. On August 1<sup>st</sup> of each calendar year during the term of this Permit, Permittee shall submit either a certificate that the Safety Compliance Program conforms to all applicable Safety Standards or a revised Safety Compliance Program conforming to the applicable Safety Standards. Notwithstanding the foregoing, Permittee shall not be in default under this Permit unless it fails to submit the certificate or a revised Safety Compliance Program within fifteen (15) days of written request by City.

i. In the event Permittee becomes aware of an incident of its own noncompliance with the Safety Standards or the Safety Compliance Program, Permittee, at its sole cost, shall (i) give City prompt notice of the incident, providing as much detail as possible, (ii) as soon as possible, but no later than the time required under the MOP after Permittee's discovery of the incident of noncompliance, submit a written report to City identifying, to the extent possible, the source or cause of the noncompliance and the method or action required to correct the problem, (iii) cooperate with City, the Signal Hill Consolidated Area Technical Committee ("CATC"), or its designee, with respect to the investigation of the incident of noncompliance, and (iv) promptly commence correction of the problem in accordance with applicable Safety Standards and Safety Compliance Program and diligently pursue the corrective action to completion within the time periods required under the MOP. The City represents that the Transmitter Facility is in full compliance with the Safety Standards as of the Effective Date of this

1 Permit.

2 ii. Notwithstanding the provisions of subparagraph 14.C.i  
3 above to the contrary, in the event the estimated cost of correcting an  
4 incident of noncompliance is more than One Thousand Dollars  
5 (\$1,000.00.00), either party may terminate this Permit by giving written  
6 notice of its decision to the other party. In the event this Permit is so  
7 terminated, the parties shall be released from their respective obligations  
8 hereunder, except for the indemnification obligations of Permittee and City  
9 under paragraph 10 and 11 above.

10 iii. Except as provided for herein and in the MOP,  
11 Permittee shall be liable for all costs, expenses, losses, damages, actions,  
12 claims, penalties or fines arising from Permittee's failure to comply with the  
13 Safety Standards related to Permittee's operation and maintenance of the  
14 Equipment or the Safety Compliance Program including, but not limited to,  
15 a failure to comply with any reporting requirements of the Safety Standards,  
16 the Safety Compliance Program or the MOP.

17 iv. City shall have the right to conduct periodic inspections  
18 and audits of Permittee's compliance with the Safety Compliance Program.  
19 Permittee shall be given reasonable notice of, and shall have the right to  
20 have a representative present during, any such inspection or audit. The  
21 inspection or audit shall be during normal business hours unless the parties  
22 agree otherwise. If City is required to notify any agency of any violations of  
23 Safety Standards discovered during any such audit or inspection, Permittee  
24 shall be given concurrent notice. City acknowledges that paragraph 14.C  
25 shall not prohibit Permittee from conducting its operations. Permittee may  
26 conduct its operations according to the custom of the industry and all  
27 applicable laws, so long as such use is in accordance with all Safety  
28 Standards, the Safety Compliance Program, this Permit and MOP.

1           15.   Assignment. This Permit is personal to Permittee and shall not be  
2 assigned or otherwise transferred, including assignment by attachment, insolvency or  
3 bankruptcy (voluntary or involuntary), or receivership, without the prior, written consent of  
4 City. Any attempted assignment or transfer shall confer no rights on the proposed  
5 transferee and result in the immediate revocation of this Permit.

6           16.   No Title. This Permit grants Permittee only permission to use the  
7 Transmitter Facility as stated herein and Permittee acknowledges and agrees that  
8 Permittee acquires no right, title, or interest of any kind in the Transmitter Facility.

9           17.   Default. Except as otherwise provided, if Permittee fails or refuses to  
10 pay any amount due hereunder when due, fails to observe or perform any covenant or  
11 condition of this Permit, or otherwise defaults in the performance of any other duty or  
12 obligation of Permittee and said failure continues for ten (10) calendar days after written  
13 notice from City of said default, City may immediately terminate this Permit. Upon  
14 termination, the Equipment may be removed pursuant to Section 19 of this Permit.

15           18.   Revocation or Termination. In addition to termination under Section  
16 17 above, City may revoke this Permit for any reason by giving sixty (60) days' prior  
17 notice to Permittee. Permittee may terminate this Permit for any reason by giving sixty  
18 (60) days' prior notice to City.

19           19.   Removal of Equipment. Within fifteen (15) calendar days of the  
20 expiration, termination, or revocation of this Permit, Permittee shall, at its sole cost and  
21 expense, remove the Equipment from the Transmitter Facility. Permittee shall restore the  
22 Transmitter Facility to the same condition as it was prior to Permittee's use, ordinary wear  
23 and tear excepted. If said Equipment is not taken away within the fifteen (15) day period,  
24 then City may hold and dispose of the Equipment in accordance with the provisions of  
25 applicable law or deliver it to Permittee, in which case the cost of removal and storage  
26 (from the time of expiration, termination, or revocation) and delivery of the Equipment  
27 shall be added to any rental otherwise due under this Permit and paid to City within thirty  
28 (30) days of receipt by Permittee of an invoice from City.

1           20.   Possessory Interest. Permittee acknowledges that this Permit may  
2 create a possessory interest subject to possessory interest taxes, and Permittee shall  
3 pay said taxes prior to delinquency.

4           21.   No Waiver. No provision of this Permit or the breach thereof shall be  
5 deemed waived, except by written consent of the party against whom the waiver is  
6 claimed. The failure or delay of City to insist on strict enforcement of the provisions of  
7 this Permit shall not be deemed a waiver of any right or remedy that City may have and  
8 shall not be deemed a waiver of any subsequent or other default of any provision of this  
9 Permit. The acceptance of all or part of any delinquent Permit Fee by City shall not be  
10 deemed a waiver of any other provision of this Permit, but, notwithstanding the above,  
11 shall only constitute a waiver of timely payment for the installment involved.

12           22.   Miscellaneous.

13           A.    Upon expiration or earlier termination of this Permit, all keys  
14 and access cards to the Transmitter Facility shall be returned to City. Permittee  
15 shall pay a fee of Twenty Five Dollars (\$25.00) for each key or card not returned to  
16 City and that fee shall be deemed to cover all costs incurred by City to replace a  
17 lost or stolen key or access card to the Transmitter Facility.

18           B.    Upon expiration or earlier termination of the Permit, and  
19 except as may be required by City in connection with the removal of the  
20 Equipment, all keys to Equipment in the possession and control of City shall be  
21 returned to Permittee.

22           C.    This Permit represents the entire agreement between the  
23 parties concerning the subject matter hereon and may not be modified or  
24 amended except in writing signed by the parties.

25           D.    City shall not be responsible for loss of the Equipment by  
26 theft, fire, flood, burglary, vandalism, earthquake, or any other cause.

27           E.    Any notice to be given under this Permit shall be in writing and  
28 may be personally delivered or deposited in the U.S. Postal Service to Permittee

1 at the address first stated above and to City at 333 West Ocean Boulevard, 12th  
2 Floor, Long Beach, California 90802, Attn: Manager, Infrastructure Services, with a  
3 copy to the attention of the Wireless Communications Officer, 5580 Cherry  
4 Avenue, Long Beach, California 90805. Notice shall be deemed given on the date  
5 of personal delivery or two (2) days following the date of deposit in the mail,  
6 postage prepaid and addressed as first stated above.

7 F, If any provision of this Permit is determined by a court of  
8 competent jurisdiction to be invalid or unenforceable, the remainder of this Permit  
9 shall not be affected thereby. Each provision shall be valid and unenforceable to  
10 the fullest extent permitted by law.

11 G. Time is of the essence of each and every provision of this  
12 Permit.

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OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

Permittee by signing below consents to and shall comply with the provisions of this Permit.

DATED this 20<sup>th</sup> day of Oct, 2009.

SOUTHERN CALIFORNIA GAS  
COMPANY, a California corporation

Date: October 20, 2009

By: ~~Southern California Gas Company~~  
San Diego Gas & Electric Company  
Its Authorized Agent

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

Date: \_\_\_\_\_, 2009

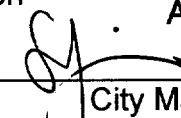
By:   
Jim Seifert  
Real Estate Manager

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

"PERMITTEE"

CITY OF LONG BEACH, A municipal  
corporation

Date: 11.5, 2009

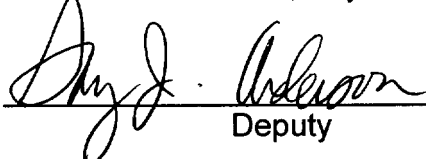
By:  Assistant City Manager  
City Manager

"CITY"

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

This Permit is hereby approved as to form this 23<sup>rd</sup> day of Oct., 2009.

ROBERT E. SHANNON, City Attorney

By:   
Deputy

**EXHIBIT A**

**TECHNICAL SITE RULES**



## **TECHNICAL SITE RULES MANUAL SIGNAL HILL TENANTS**

The following Technical Site Rules Manual (TSRM) provides the operational procedures and guidelines to be followed by TENANTS at the Signal Hill Transmitter Facility. The plan is divided into six (6) sections:

- I. Purpose of Plan**
- II. Contact Procedures**
- III. Systems Information Requirements**
- IV. Technical Guidelines**
- V. Maximum Permissible Exposure To Radiofrequency Emissions:**
- VI. Site and Tower Access Requirements**

### **I. Purpose of Plan**

These procedures and standards of this TSRM are designed and intended to provide a safe working environment and preventing or minimizing interference among radio users of the Signal Hill Transmitter Facility. The term "TENANT" and or "tenant" refers to any of those entities using the Signal Hill Transmitter Facility, be it the Parties or a TENANT or licensee. Notwithstanding anything herein to the contrary, the operation of the Signal Hill Transmitter Facility is subject to the specific terms and conditions of this plan.

### **II. Contact Procedures**

The following are procedures for TENANTS to contact the City of Long Beach Wireless Communications Division when a situation occurs that requires the presence of a representative of the City of Long Beach at the Signal Hill Transmitter Facility. TENANT shall keep the specific names and contact information current and up to date by promptly notifying the City of Long Beach of any change in the information provided herein. All Parties shall use good faith efforts to respond and take appropriate action within thirty (30) minutes of receiving a request for information or assistance.

- A. LBWCD Emergency Contact Information – Responses to requests are make 24 hours a day, 7 days a week. The following are methods for contacting technicians.

1. Call 562/570-2787. During normal office hours (0730 thru 1600 hrs), the technician will be automatically paged with you return contact number.
2. Call the ON-Call Technician's pager at 562/983-4358 and enter your return contact number
3. Internet at <http://www.airtouchpaging.com> and follow the instructions on the Web page. Use the pager number, 562/983-

4358 as the PIN and enter the text that describes the nature of the request and your return contact number.

4. If the technician is unable to assist you, have him/her call the On-Call Supervisor or the Division Manager and tell them to call you at your return contact number.

B. TENANT Emergency Contact Information

### III. Systems Information Requirements

The following information regarding each communications system installed at the Signal Hill Transmitter Facility shall be provided by TENANT before installation of equipment can occur.

A. Detailed Descriptions Of All Transmitting And Receiving Systems - These shall include, but not be limited to:

- ☐ Frequency
- ☐ Transmitter Power
- ☐ Effective Radiated Power (ERP)
- ☐ Coaxial cable type/length
- ☐ Transmitter Isolator Model
- ☐ Filter Model/Description
- ☐ Antenna Model Number
- ☐ Exact antenna location on tower
- ☐ Orientation of non-omnidirectional antennas
- ☐ Single line drawing of the proposed system
- ☐ Receiver make, model & specifications
- ☐ Transmitter make, model & specifications

### IV. Signal Hill Transmitter Facility Technical Guidelines

The procedures and guidelines provided in this section concerning the technical aspects of the communication systems design and operation are designed to prevent or minimize RFI at the Signal Hill Transmitter Facility and ensure a safe RFR environment. These standards and requirements are intended to provide a high quality radio site with minimal frequency

interference (RFI) and safe radio frequency radiation (RFR) environment for all users of the Signal Hill Transmitter Facility.

A. RFI and RFR Guidelines - These guidelines bear directly on the safe and efficient use of the Signal Hill Transmitter Facility as a communications facility and are to be followed by all existing and future tenants of the Signal Hill Transmitter Facility.

1. Pre-Installation Procedures - All tenants shall furnish the following to the City of Long Beach prior to installation or modification of any equipment that may have an impact on all RF transmission systems and/or RF emission levels at the Signal Hill Transmitter Facility:

- a) Where applicable a copy of FCC license, construction permit or special temporary authorization.
- b) Accurate block diagrams showing operating frequencies, all system components (active or passive with gains and losses in dB, along with power levels.)
- c) Antenna type and mounting arrangements.
- d) RFI study: The results of this study will determine the probability of interference to existing receivers at the Signal Hill Transmitter Facility and the interference mitigation tasks, including physical locations and/or protective devices, which must be implemented to prevent harmful interference. For the purposes of this MOP, harmful interference shall be defined as any emission, radiation or induction which materially and repeatedly obstructs or interrupts the service provided by a station or degrades its service by an amount greater than 1 dB, and by the cases and written policies of the FCC which do not conflict with this standard.

If a review of the RFI study discloses potential interference, the TENANT shall submit to the City of Long Beach, and commit to implement upon installation, proposed interference mitigation solutions. The City of Long Beach shall review the interference mitigation solutions proposed by the TENANT. If the City of Long Beach concludes that the TENANTS proposed solution will be ineffective and if no other solution to such potential interference appears possible, or if possible, is not committed to by the TENANT, the City of Long Beach shall deny the TENANT permission to install and use such transmission system or transmitter at the Signal Hill Transmitter Facility. The City of Long Beach shall act promptly on any request to install and shall provide written notification of its decision and the reasons thereof. Actions and notifications of the City of Long Beach shall be taken within fifteen (5) business days of the

submission to the City of Long Beach of the TENANT complete technical information, or amendment thereof, unless recourse to a professional engineer is necessary, in which event an additional reasonable period of time to permit the engineer to resolve the matter shall be allowed. The registered professional engineer's fees and costs for review of the proposal shall be paid by the TENANT [provided, however, that if the engineer's report shows no impediment to the proposed installation, such fees and costs shall be paid by the Party which disputed the installation]

2. **User Modifications** - Without written approval from City of Long Beach, TENANT will make no material alterations, changes, or modifications to the transmission systems. For the purpose of this MOP, the term "material alterations, changes or modifications" shall mean to refer to the number of transmitters; type of equipment; frequencies used; power output of transmitters; the type, gain or mounting configuration of the associated antennas; and technical parameters which have, or will likely have, any adverse effect on RFI or RFR.

Proposals to make any such material alterations, changes or modifications shall be accompanied by the same kind of information referred to in Paragraph A1 a), b), c) and d) above and shall be subject to the same guidelines set forth above.

3. **Post-Installation Procedures** - Subsequent to the installation of any new or modified transmitting equipment, such testing as is deemed appropriate by the City of Long Beach shall be undertaken to confirm that the new or modified equipment is operating in accordance with the guidelines set forth in this TSRM. Should harmful interference result from the operation of the new or modified transmitter, TENANT shall take corrective steps to resolve such harmful interference to the existing User, including discontinuance of operation if other mitigation efforts are unavailing in eliminating the harmful interference. The TENANT shall also cooperate in the amelioration of any other interference that may be created as a result of the new or modified transmissions of that User. The costs for all testing and mitigation measures undertaken and implemented by the proposed user as directed by the City of Long Beach shall be the responsibility of TENANT.
4. **RFR Compliance Measures and Standards** - The authorization by the City of Long Beach of any new transmitter or modification of transmitting equipment by TENANT shall be subject to the following RFR safety requirements:
  - a) The new or modified transmitter shall not result in any RFR condition in excess of FCC public area MPE limits in any public area outside of the Site.

- b) With respect to tower, RFR emissions from transmitters on the tower will be limited during agreed maintenance periods to produce no more RF emissions than 2/10ths of one dB less than that which is permitted under FCC controlled area MPE limits

Should RFR field measurements show any areas which require prevention of exposure to persons in such areas exceeding the applicable MPE levels, the City of Long Beach shall require all necessary and appropriate mitigation measures to bring the area into compliance in accordance with the applicable FCC Rules.

- 5. Equipment Maintenance - RF transmission equipment used at the Signal Hill Transmitter Facility shall be properly maintained in accordance with the manufacturer's specifications and in such a manner as to prevent it from becoming a source of interference or a safety hazard to existing equipment.
  6. Equipment Identification - All equipment cabinets and/or relay racks shall have visible identification labels attached which show the licensee's name, address, call sign(s), and frequency(ies); and telephone number of person and organization responsible for maintenance work. All transmission lines, including internal jumpers, but not short lengths of interconnect cabling, shall be uniquely identified by numbered tags. A log of the tags shall be maintained at the site. The list shall include associated transmission lines with licensee name, address and contact number; maintenance personnel name and contact number; frequency; antenna manufacturer and model number; antenna mounting height and orientation; and equipment type and port that the line is attached to.
  7. Temporary Installations - TENANT may not make any temporary equipment installations without the written permission of City of Long Beach. However, it is recognized that intermittent testing may be conducted by TENANT on the tower in order to determine acceptability of final installations. Emergency equipment installations permitted under FCC rules shall be allowed, provided, however, that if such installations cause harmful interference, operation shall be immediately terminated.
- B. Transmitter Standards - All transmitting equipment must be FCC type-accepted, type approved, certified, notified or bear such other FCC approval as may be necessary under FCC rules for such equipment, shall be suitable for the use intended and must comply with FCC rules and regulations as are in force from time to time during the period of usage.
1. Good Operating Conditions
    - a) All transmitters must have a visual indication of transmitter operation.

- b) All transmitters must meet or exceed manufacturer's original specifications.
2. Modifications or Equipment Not Permitted - The following will not be permitted at the Signal Hill Transmitter Facility without the specific prior written consent of the City of Long Beach:
- a) Add-on power amplifiers.
  - b) "Hybrid" equipment with different manufacturer's RF strips.
  - c) Transmission equipment with crystal oscillator modules, phased lock loops or other frequency determining elements, components or circuits which have not been temperature compensated.
  - d) Digital/analog hybridizing in exciters, unless FCC type accepted.
  - e) Non-continuous duty rated transmitters used in continuous duty applications.
  - f) Any change in transmitting or receiving frequencies.
  - g) Any ferrite devices operating without a second harmonic filter.
  - h) RF Connectors that are nickel plated.
  - i) Cascaded individual receiver pre-amplifiers, except where proof of proper system design is submitted & approved by City of Long Beach.
3. Shielding
- a) All shields must remain in place.
  - b) All low-level, pre-driver and driver stages in exciter must be shielded.
  - c) All power amplifiers must be shielded.
4. Required Isolation and Filtering - All transmitters must be equipped with isolators/bandpass cavities or bandpass filters as set forth below to provide the following minimum isolation to reduce the possibility of IM interference within the specific bands listed.

30 MHZ - 50 MHZ

Isolators - None required.

	Bandpass cavity with a minimum of 20 dB rejection at 0.5 MHZ.
72 MHZ - 76 MHZ	Isolators - Minimum of 25 dB. Bandpass cavity with a minimum of 20 dB rejection at 1.5 MHZ.
88 MHZ - 108 MHZ	Isolators - None required. Bandpass filter to meet FCC emission requirements.
138 MHZ - 174 MHZ	Isolators - Minimum of 60 dB. Bandpass cavity with a minimum of 20 dB rejection at 1.5 MHZ.
220 MHZ - 221 MHZ	Isolators - Minimum of 60 dB. Bandpass cavity with a minimum of 20 dB rejection at 5.0 MHZ.
440 MHZ - 512 MHZ	Isolators - Minimum of 60 dB. Bandpass cavity with a minimum of 20 dB rejection at 3.5 MHZ.
806 MHZ - 960 MHZ	Isolators - Minimum of 60 dB. Bandpass cavity with a minimum of 20 dB rejection at 6.0 MHZ.

Additional interfaces and/or isolation specifications may be required on a case-by-case basis as determined by City of Long Beach. Required isolation and filtering with respect to equipment operation on frequencies not included in the above list shall be specified by City of Long Beach on a case-by-case basis. The specific frequencies and the frequency bands listed are in no way intended to limit the scope or application of this section. Where FCC emission requirements are referred to above, ongoing compliance with such requirements as they may be changed from time to time is required under the terms of this Section.

## 5. Combiners

- a) Combiner systems shall at all times meet manufacturers specifications.
- b) Combiner systems must be tuned using manufacturer-approved procedures.

- c) Combiners must provide a minimum of 55 dB transmitter-to-transmitter isolation.
- d) Combiners which utilize any isolators in the output leg (antenna port) without proper filtering after the isolator will not be permitted.

### C. Receiver Standards

- 3 All TENANT speakers should be turned off except during periods of maintenance work when the technician performing such work is present. TENANT will not leave speakers activated when not in use for testing.
- 3 Receivers must exhibit reasonable immunity to interference (including but not limited to blanketing, receiver-induced third order intermodulation effect, overload) before the City of Long Beach will required any changes to another User's transmitter which is operating according to the specifications set forth in the TSRM. Reasonable immunity for a single-channel receive system shall be deemed to include at least one bandpass filter with rejection as specified in Paragraph IV. B4 for the applicable frequency band. In certain cases, a User may be required to use a crystal filter.
- 3 All shields must remain in place and shall be secured with fasteners (e.g. screws, fingerstock and the like) provided by the manufacturer.
  - 1. Good Operating Condition
    - 3 All receivers must meet or exceed manufacturers original specifications, particularly, with regard to selectivity bandwidth, discriminator swing and symmetry, immunity to reception or causation of spurious responses or emissions.
    - 3 all newly installed receivers must meet site standard specifications current at the time of installation.

### 2. Multicoupler Systems

- 3 shall at all times meet manufacturers specifications;
- 3 must incorporate preslector filtering optimized for the frequency range of interest; and
- 3 must be tuned using manufacturer approved procedures.



D. Cabinet and Relay Rack Standards

1. Usage

- ⌘ All RF devices including but not limited to duplexers, isolators, cavities, filters and switches, etc. shall be located inside grounded cabinets.
- ⌘ Properly-shielded devices may be mounted on grounded relay racks with approval of City of Long Beach.
- ⌘ Relay racked equipment shall not be allowed, unless approved for such mounting by the manufacturer and subject to FCC Type Acceptance requirements.

2. Shielding

- ⌘ All cabinets must be bonded together and to the ground system with at least #8 copper wire or #1 copper braid.
- ⌘ All doors must be properly mounted and closed.
- ⌘ All non-original holes larger than 1" must be covered with copper screen or solid metal plates.

3. Grounding

- All equipment, equipment racks and cabinets shall be grounded in accordance with the Motorola R-56 standard a copy of which is posted at the site. For lightning protection a coax protector is to be utilized for each installation; it shall be installed at the inside ground plate between the 7/8" run of antenna feedline and the jumper cable going to the equipment. The coax protector shall be connected to the ground bus at this point. PolyPhase (part number IS-B50HN-MA) shall be used for single station installations and an IS-PT50HN-MA or similar shall be used for installations with combiners.

E. RF Cabling and Connector Standards

1. Permissible Transmission Line and Connector Types - All antenna transmission lines must have a solid outer conductor, such as Andrews Heliax. Flexible cables should be jacketed; rigid line need not be jacketed. No kinked, cracked or spliced cable will be permitted. No braided cable

will be permitted, except for the use of CPS receivers. Connectors must be solid brass or silver-plated copper, nickel-plated connectors are not permitted. Permissible connector types are: N, DIN, EIA, SC, LC, HN, EIA flange, BNC, SMA and TNC. UHF connectors are not allowed. Connectors must be installed according to manufacturer's instructions and soldered where applicable. Connectors must be wrapped with butyl tape and coated with a sealing agent extending at least 4" onto jacket if exposed to weather. Male pins must be proper length. Female contacts may not be spread. Threaded connectors must be plier-tight as opposed to hand tight. All unjacketed cables shall be insulated from other metallic surfaces.

2. RF Interconnect Cabling - Cabling between RF equipment modules must be double-shielded, silver-braided type (RG/214 or equivalent) for lengths of 8 ft. or less. No single shielded braided cable is permitted.

3. Transmission Line Routing

- a) External Routing

- 3 Cabling must be attached to the waveguide support assigned to the TENANT so that routing is neat and properly distributed. Attachment will be by stainless steel clamps, UV-stabilized nylon ties or other manufacturer-approved method. Attachment should be at 1-ft. intervals for the top 3 ft. of line, and 3-ft. intervals thereafter. Cables must incorporate a drip loop or other method of shedding water immediately prior to the shelter entrance. Cable bends must not be less than the minimum bending radius specified by the manufacturer.

- b) Internal Routing

- 3 Cabling shall enter the shelter through a weatherproof boot on a grounded-entry bulkhead. Cable between the shelter entrance and equipment cabinet must be a continuous length without splices. Cable bends must not be less than the minimum bending radius specified by the manufacturer. It may be desirable to use a more flexible cable for interior routing between the cable entry surge suppressor and equipment.

- c) Labeling

- All antenna feedlines shall be labeled with a brass tag at the entry plate indicating the location of the antenna on the tower. All other cables shall be labeled with origination and

designation of cables and racks or cabinet labeling shall include, organization and frequency clearly visible on the front of the equipment.

**F. Antennas and Mount Standards**

**1. Permissible Antennas**

Antennas should be fiberglass enclosed. Exposed metal antennas will not be permitted unless treated by chromate conversion to prevent corrosion. Exceptions to the above must be submitted to the City of Long Beach for approval.

**2. Antenna Mounting Hardware**

Users may not weld antenna mounts to mounting structure. All antenna mounts or supporting structures will be stainless steel or hot-dipped galvanized steel. Any hot-dipped galvanized pipes or brackets that have been field cut must be sprayed with a minimum of two coats of cold galvanizing paint.

**3. Microwave Dish Installation:**

Microwave dish mounts shall be HOT-DIP GALVANIZED after fabrication. Each microwave dish leg mount shall be constructed and mounted so as to be plumb. Microwave dishes, after mounting, shall have a stabilizer arm attached and shall be properly anchored so as to prohibit the microwave dish from moving during high winds. Mounting microwave dishes between tower legs shall be considered on an "as-needed" basis.

Elliptical waveguide shall be utilized for all microwave installations from 6GHz through 18GHz. All microwave waveguide shall be installed and grounded by following the same procedure as that of antenna feed line installation and grounding.

**V. MAXIMUM PERMISSIBLE EXPOSURE TO RADIOFREQUENCY EMISSIONS:**

- A.** TENANT shall perform and shall be approved by CITY a Maximum Permissible Exposure to Radiofrequency Emissions Study ("Study") which certifies the amount of radiofrequency emissions emitting from TENANT'S equipment at the Site. TENANT warrants that the radiofrequency emissions exposure of TENANT'S radio equipment installed and operated at site per the terms of this agreement meets or is less than the Federal Communication Commission's Guidelines for Human Exposure to Radiofrequency Emissions (Guidelines).

- B. TENANT agrees to indemnify, defend, and save harmless CITY, and its officers, agents, and employees from and against any and all claims, demands, losses, or liabilities of any kind or nature, which CITY, its officers, agents, and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, or arising, out of radiofrequency emissions exposure in connection with TENANT'S ownership, use, operation, maintenance, repair, change, alteration, adjustment, relocation of, or addition to TENANT'S radio equipment at the site.
- C. In the event TENANT desires to change, alter, adjust, relocate, or add to TENANT'S radio equipment at the Site, an amendment to the agreement shall first be approved by CITY. Prior to approval of said amendment, TENANT shall complete a new Study and submit said Study to CITY for Communications Manager's prior written approval. In the event CITY determines that the aggregate radiofrequency emissions at Site are above the acceptable levels per the Guidelines, then the CITY shall have the right to require TENANT to modify or remove TENANT'S equipment at TENANT'S sole cost within sixty (60) days following a written request from the CITY.

## **VI SITE AND TOWER ACCESS REQUIREMENTS**

### **SITE ACCESS:**

- A. TENANT is to request in writing the number of access control cards to be assigned to TENANT'S organization. Each card is to be assigned to an individual whose name appears on list maintained by the City of Long Beach. No unauthorized persons will be allowed in site at any time.

### **ACCESS TO TOWER**

- B. TENANT will submit in writing any request for permission to access City's tower to perform installation and or maintenance of TENANTS equipment. Before tower access is granted, included with the request TENANTS or TENANTS contractor shall provide documentation to meet the following requirements for each person proposed to climb the tower. For emergency repairs only those tower climbers with documentation on file will be permitted to climb tower.

- Proof of insurance
- Tower climbing certification
- MPE training certification
- OSHA approved climbing gear
- Personal Protection device

- Safety Plan

#### **TOWER ANTENNA INSTALLATION, REPAIR AND MAINTENANCE:**

- A. All work performed on CITY'S tower, including but not limited to installation, repair, maintenance, alteration, adjustment, or relocation of TENANT'S radio antennas ("Tower Work") shall be performed by Contractor of TENANT that is approved by the City, Contractor of the City, or by TENANT'S technicians who have received Radiofrequency Exposure training, use OSHA approved tower climbing equipment and who are certified to perform work on towers. All certified tower climbers shall wear a RF hazard personal protection device at all times while on tower. When TENANT measures exposure levels that exceed FCC Occupational worker thresholds, the City shall be immediately contacted to arrange mitigation's procedures. TENANT agrees to submit certification of all of the above training and certification to CITY prior to climbing or working on the tower and within fifteen (15) days following execution of this agreement by the CITY.
- B. No Tower Work shall be performed without twenty-four (24) hour prior written or verbal notice to CITY. Voice-mail or other form of voice-recorded message shall not be considered prior notice. Additionally, CITY shall provide an escort at all times during and at every instance of TENANT-required Tower Work. TENANT agrees to reimburse CITY at the CITY'S approved hourly rate for CITY'S cost of said escort. TENANT shall be invoiced for said escort charges and agrees to reimburse CITY in full within thirty (30) days after receipt of said invoice.

**ADOPTION AGREEMENT**

This ADOPTION AGREEMENT ("Agreement") is made and entered into as of this 20 day of July, 2001 (the "Effective Date"), pursuant to Resolution No. \_\_\_\_\_ adopted by the City Council of the City of Long Beach, at its meeting of 6/26, 2001, by and between the CITY OF LONG BEACH, A MUNICIPAL CORPORATION ("Long Beach") and SPANISH BROADCASTING SYSTEM, INC., a Delaware corporation ("SBS").

**Recitals**

A. WHEREAS; Long Beach currently owns and operates an antenna tower facility known as the Long Beach Telecommunications Facility ("LBTF") located on Signal Hill within the City of Signal Hill, California, from which radio transmission facilities licensed by the Federal Communications Commission ("FCC") to Long Beach and primarily other local municipalities, currently and in the future, operate; and

B. WHEREAS, SBS currently owns and operates an antenna tower facility known as the Spanish Broadcasting Tower Facility ("SBTF"), located on Signal Hill within the City of Signal Hill, California, from which radio transmission facilities licensed by the Federal Communications Commission to licensees and users on the SBS Tower, currently and in the future, operate; and

C. WHEREAS, the parties have agreed to adopt a Master Operation Plan ("MOP") for the Signal Hill Consolidation Area (the "Site"), which sets forth the procedures and standards designed and intended to promote cooperation among the tower owners, tower managers, and tower users of the Site relative to the operation of the Site. The MOP also seeks to implement the specific conditions of the Conditional Use Permit ("CUP") No. 99-05, in granting the CUP and Site Plan Design Review, which anticipated a reciprocal arrangement between the parties.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Adoption of Master Operation Plan**

The parties hereto agree to adopt the Master Operation Plan ("MOP") attached hereto and made a part hereof as Exhibit 1, and, in good faith, to act in accordance with the operational procedures and guidelines set forth therein. The procedures and guidelines set forth in the MOP are subject to the applicable rules and regulations of the Federal Communications Commission ("FCC") and the specific conditions of the Conditional Use Permit ("CUP") No. 99-05, issued by the City of Signal Hill in granting the CUP and Site Plan Design Review. The MOP and this Adoption Agreement shall not be construed to establish a joint operating agreement or any type of joint venture or arrangement between the Parties or to authorize any party hereto to act on behalf of or to bind the other party with respect to the management and/or operation of their separate tower facilities. Each party shall be solely responsible for the management and operation

of its tower facility and the benefits and liabilities resulting therefrom. Neither party assumes nor shall have any responsibility or liability for the operations of the other party and/or the other party's tenants, licensees, customers, and/or users of the tower, including any damage, injury or other harm caused by the operations of the other party and/or its tenants, customers or users of the tower. This Adoption Agreement in no way modifies or changes the obligations of the parties under applicable law, FCC rules and regulations or under the CUP.

2. Compliance with Law.

Each of the parties hereto agrees to act in compliance in the operation and ownership of its respective tower facility in accordance with all applicable federal, state and local laws, rules and regulations having proper jurisdiction and application over such ownership and operations. Such compliance is to include, but not be limited to, all such responsibilities to the extent applicable under the rules, regulations and orders of the Federal Communications Commission as well as under the Federal Aviation Administration rules, regulations and orders with respect to the maintenance, identification, marking and lighting of their respective towers.

3. Indemnification.

Each party hereto shall indemnify, defend, protect and hold harmless the other party and its respective boards, officers and employees ("Indemnified Party") from and against any and all actions, suits, proceedings, claims, demands, losses, liens, costs, expenses or liabilities for injury to or death of persons or damage to property, which is filed against or sustained by the Indemnified Party, or any of them, arising from or attributable to or caused by the negligent acts or willful misconduct of the other party, its agents, or employees, except to the extent that such injury, death or damage is caused by the negligence or willful misconduct of the Indemnified Party, its agents or employees. In the event that any claim shall be asserted by any third party against the Indemnified Party, then the Indemnified Party, as promptly as practicable after learning of such claim, shall notify the Indemnifying Party of such claim (*provided, however*, that the Indemnified Party's failure to give the Indemnifying Party notice shall not bar the Indemnified Party's right to indemnification unless such failure has prejudiced the Indemnifying Party's ability to defend the claim), and shall extend to the Indemnifying Party a reasonable opportunity to defend against such claim, at the Indemnifying Party's sole expense, provided that the Indemnifying Party proceeds in good faith, expeditiously and diligently. The Indemnified Party shall, at its option and expense, have the right to participate in any defense undertaken by the Indemnifying Party with legal counsel of its own selection.

4. Disagreements, Breaches and Remedies.

- (a) The parties have adopted the operational procedures and guidelines set forth in the MOP, and acknowledge that such are subject to the applicable rules and regulations of the FCC and the specific conditions of the CUP. This Adoption Agreement and the MOP do not in any manner transfer,

remove, change or vest in any administrative agency or court jurisdiction or resolution of those matters appropriately brought before the FCC as to matters governing FCC licensees and tower owners under applicable FCC law, rules and regulations, and matters governing property owners and occupants of property under the applicable jurisdiction of the City of Signal Hill, California, relative to the CUP for use of the property.

- (b) The parties have provided in Section III of the MOP for designation by the Signal Hill Consolidation Area Technical Committee ("CATC") of a registered professional engineer to resolve those technical issues upon which voting members of the CATC cannot agree. As provided in the MOP: "For those technical issues for which the voting members of the CATC cannot agree, the CATC will rely upon the recommendations of a registered professional engineer selected by the CATC in reaching its decision. The decision of the engineer shall be deemed to be the decision of the CATC unless overruled by a unanimous vote of the CATC. ..."
- (c) In the event either party ("Notifying Party") claims a breach by the other party of such other party's obligations under the terms of this Adoption Agreement or the MOP, the Notifying Party shall deliver a written notice of breach to the other party, which notice shall be drawn with specificity and shall provide full details of the claimed breach. The party receiving the notice of a breach shall, within twenty (20) days from its receipt of said notice, cure or reach agreement with the Notifying Party on a cure of such conditions. In the event that the other party shall have failed to cure the breach or reach agreement with the Notifying Party within such cure period, then the Notifying Party, as its exclusive remedy for such breach, may elect, within ten (10) days after the completion of the applicable cure period, any of the following remedies: (i) with the written consent of the other party, submit the matter to binding arbitration under procedures that will be agreed to by both parties, or (ii) file a claim, complaint, request for revocation or other action (aa) before the FCC relative to the FCC authorizations of the other party and/or to technical matters arising under the MOP which are the subject of rules, regulations and/or policies of the FCC; and/or (bb) before the City of Signal Hill relative to the CUP which authorizes the other party's operations; or (cc) before a court of proper and appropriate jurisdiction for the limited purpose of seeking from such court a declaratory ruling and/or a writ of specific performance (but not damages or other monetary award, except damages or monetary awards given by a court to a party for matters arising under the Indemnification provisions of this Agreement as set forth in Section 3 above) as to only those matters arising under this Agreement which are not otherwise to be brought before the FCC or the City of Signal Hill as hereinabove set forth.

By way of example only - matters which may not be brought before such court include, but are not limited to, disagreements arising under the MOP pertaining to RFI, RFR and/or MPE issues which, under



the terms of this Agreement and in particular Subsection (aa) above, are to be brought before the FCC for resolution under applicable FCC rules, regulations and policies.

5. Notices.

All notices, demands, requests, or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing, and shall be mailed, postage prepaid, by registered or certified mail, or by a reliable overnight courier service with delivery verification, to the following addresses or to such other address as may be designated in writing by either party:

If to Long Beach:      City of Long Beach  
                                 Attn.: Everett L. Glenn, Esq.  
                                 Office of the City Attorney  
                                 333 West Ocean Blvd., 11th Floor  
                                 Long Beach, CA 90802-4664

If to SBS:                Spanish Broadcasting System  
                                 Attn.: Mr. Carroll Larkin  
                                 20601 South Bay Shore Drive  
                                 Coconut Grove, FL 33133

With copies to:        Mr. Gary Jones, Planning Director  
                                 City of Signal Hill  
                                 2175 Cherry Avenue  
                                 Signal Hill, CA 90806

James M. Weitzman, President  
New World Radio  
Two Democracy Plaza, Suite 300  
6707 Democracy Boulevard  
Bethesda, MD 20817

David E. Weisman, President & CEO  
Mountain Union Telecom  
301 N. Fairfax Street, Suite 101  
Alexandria, VA 22314

Mr. David Moss  
Moss & Associates  
613 Wilshire Blvd., Suite 105  
Santa Monica, CA 90401

Notice given by mail shall be deemed given three days after the date of mailing thereof. Notice given by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the

certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

6. Binding Effect of Agreement.

The terms and conditions of the MOP shall remain in full force and effect subject to the applicable terms and conditions of the CUP, the applicable rules and regulations of the FCC, as such may be amended from time to time, and in accordance with applicable law. In the event that the condition requiring a "reciprocal arrangement" between the parties pursuant to the specific conditions of the CUP in granting the CUP and Site Design Review is removed or deleted as a condition of the CUP, then in such event either party hereto may thereafter, upon thirty (30) days written notice to the other party, terminate this Agreement.

7. Sole Agreement.

This Adoption Agreement and the MOP are the sole undertakings between the parties hereto concerning the subject matter hereof. They cannot be amended except in a writing signed by authorized officers or duly authorized persons acting on behalf of each party hereto.

8. No Waiver.

No waiver by any party of any condition or the breach of any term contained in this Adoption Agreement or the MOP, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other term. All waivers must be in writing and signed by the party against which such waiver is intended to be enforced.

9. Successors and Assigns.

Subject to the applicable rules and regulations of the FCC and the terms of the CUP now issued and as such CUP may be modified from time to time, this Agreement and the MOP are binding upon the parties hereto, their respective successors and/or assigns. In this respect, and subject to the provisions of Section 6 above, this Agreement and the MOP shall be binding on any subsequent purchaser or assignee of the real property and tower improvements located thereon by a party hereto. Upon the sale or transfer of said property and tower and the written assumption of the MOP and this Adoption Agreement by such purchaser or transferee, the selling or transferring party shall thereafter have no further obligation or liability for obligations under the MOP and this Adoption Agreement arising after the date of such sale and/or transfer.

10. Governing Law.

This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the terms of this Agreement pursuant to the applicable laws of the State of California and of the United States having proper jurisdiction thereof.

11. Counterparts.

This Adoption Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the date first above written.

CITY OF LONG BEACH

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

Date: July 20, 2001

By: [Signature]

Name: Gerald R. Miller

ASSISTANT CITY MANAGER

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

Approved as to form this 19<sup>th</sup> day of July, 2001.

ROBERT E. SHANNON, City Attorney

By: [Signature]

Everett L. Glenn, Deputy

Final

Date: July 18<sup>th</sup> 2001

SPANISH BROADCASTING SYSTEM,  
INC.

By: C. Carroll Larkin

Name: C. CARROLL LARKIN

Title: Senior Vice Pres.

**EXHIBIT B**

**MASTER OPERATIONS PLAN**

## **MASTER OPERATION PLAN SIGNAL HILL CONSOLIDATION AREA**

The following Master Operation Plan (MOP) provides the operational procedures and guidelines to be followed by the City of Long Beach, Wireless Communications Division (LBWCD), owner of the Long Beach tower, Spanish Broadcasting System (SBS), owner of the SBS tower, California State University, Long Beach Foundation owner of FM station KLON; and Mountain Union Telecom (MUT), manager of the SBS tower (individually a "Party" or collectively the "Parties"), in their separate operation of their respective Long Beach and SBS Towers in the Signal Hill Consolidation Area (collectively, the "Signal Hill Consolidation Area" and/or the "Site"). The Plan is divided into eight (8) sections:

- I. Purpose of Plan**
- II. Contact Procedures**
- III. Technical Committee**
- IV. Systems Information Exchange**
- V. Signal Hill Consolidation Area Rules and Standards**
- VI. RFI Studies**
- VII. MPE Studies**
- VIII. Miscellaneous**

### **I. Purpose of Plan**

The procedures and standards of this MOP are designed and intended to promote cooperation among the tower owners, tower managers and tower users of the Site relative to the operation of the Site and are aimed at providing a safe working environment and preventing or minimizing interference among tower users. This MOP seeks to implement the specific conditions of the Conditional Use Permit ("CUP") No. 99-05 in granting the CUP and Site Plan Design Review, which anticipated a reciprocal arrangement among the parties. The term "User" and/or "user" refers to any of those entities using either tower, be it the Parties or a tenant or licensee of either tower. Notwithstanding anything herein to the contrary, the operation of the SBS Tower facility within the Signal Hill Consolidation Area is subject to the specific terms and conditions of that certain CUP No. 99-05.

### **II. Contact Procedures**

The following are procedures for any Party to contact the other when a situation occurs that requires the presence of a representative of the other Party at the Signal Hill Consolidation Area (CUP Condition No. 20). The Parties shall keep the specific names and contact information current and up to date by promptly notifying all other Parties of any change in the information provided herein. All Parties shall use good faith efforts to respond and take appropriate action within thirty (30) minutes of receiving a request.

A. LBWCD Emergency Contact Information - Responses to requests are made 24 hours a day, 7 days a week. The following are methods for contacting technicians.

1. Call 562/570-2787. During normal office hours (0730 thru 1600 hrs), the technician will be automatically paged with your return contact number.
2. Call the On-Call Technician's pager at 562/983-4358 and enter your return contact number.
3. Internet at <http://www.airtouchpaging.com> and follow the instructions on the Web page. Use the pager number, 562/983-4358 as the PIN and enter the text that describes the nature of the request and your return contact number.
4. If the technician is unable to assist you, have him/her call the On-Call Supervisor or the Division Manager and tell them to call you at your return contact number.
5. If all else fails, call the Police Department Communications Center number, 562/570-7491 and request the LBWCD On-Call Supervisor or the WCD Division Manager be contacted and to call you at your return contact number.

B. KLON Emergency Contact Information

6. Call KLON's 24 hour hot-line at 562/597-4188. This number rings the control room. The operator is occasionally unable to answer immediately if he/she is speaking on the microphone, therefore, let it ring until it is answered.
7. Identify yourself, the nature of the call and level of urgency. Request that the operator contact the Broadcast Technical on-call. Provide a return contact number.
8. You may also try KLON's full time staff pagers/phones directly in this order:

Chief Engineer (Cellular):	562/577-0271
Chief Engineer (Pager):	562/601-3206
Broadcast Technician (Cellular):	562/577-0264
Broadcast Technician (Pager):	562/601-2700

C. SBS Emergency Contact Information

- |    |                               |              |
|----|-------------------------------|--------------|
| 1. | Chief Engineer (Office)       | 310/229-3210 |
|    | Chief Engineer (Pager)        | 310/935-3971 |
|    | Chief Engineer (Cellular)     | 310/629-2646 |
|    | Chief Engineer (Home)         | 562/438-7127 |
| 2. | Asst. Chief Engineer (Office) | 310/229-3290 |
|    | Asst. Chief Engineer (Pager)  | 310/655-4400 |

D. MUT Emergency Contact Information

- |    |   |              |
|----|---|--------------|
| 1. | Site Maintenance Manager (Southern California)            |              |
| a. | Gonzalo Carrillo (Cellular)                               | 949/289-3135 |
|    | Gonzalo Carrillo (Pager)                                  | 800/761-1972 |
|    | Gonzalo Carrillo (Home)                                   | 626/917-0266 |
| 2. | Mountain Union Telecom                                    |              |
| a. | Emergency Number:   | 888/748-3647 |
| 3. | If no response in 30 minutes from the above numbers call: |              |
| a. | Todd Fuson (Cellular)                                     | 702/429-6153 |
|    | Todd Fuson (Pager)  | 800/781-0309 |
|    | Todd Fuson (Home)   | 702/566-2171 |
| b. | F. G. Fuson (Cellular)                                    | 702/604-4200 |
|    | F. G. Fuson (Pager)                                       | 800/781-9646 |
|    | F. G. Fuson (Home)  | 702/454-9610 |

III. Technical Committee

Coordination, cooperation and, to the extent possible, resolution of all technical issues between the Parties, including but not limited to radio frequency interference (RFI) and radio frequency emissions (RFE and/or RFR) issues shall be addressed by and be the responsibility of the Signal Hill Consolidation Area Technical Committee ("CATC") comprised of one voting member designated by LBWCD and one voting member designated by SBS, together with up to two other non-voting members designated respectively each by LBWCD and SBS. The CATC shall be guided by and follow this MOP, the rules and published policies of the FCC and the Conditions of approval for CUP No. 99-05 (for ease of reference, specific CUP conditions are provided in this MOP wherever a CUP condition might apply to the Technical Guidelines in Sections V, VI and VII.



The CATC shall be chaired by one of the two voting members who shall serve for a six (6) month term rotating with the other voting member after each six (6) month term is up. The Chair shall coordinate all administrative and organizational matters relating to the functioning of the CATC. Either voting member may call a CATC meeting upon five (5) business days written notice to other members of the CATC. Parties may change their voting members from time to time by written notice to the other members and parties. Meetings may be conducted by telephone conference call if requested by any voting member. Meetings held in person will be convened at the Signal Hill City Hall, the Site or at such other location as may be agreed to by all voting members. Meetings may also be attended by telephone by any member who is unable to attend in person. The CATC shall endeavor to have speakerphone and multi-line telephone facilities available at in-person meeting locations.

The CATC shall not be deemed to have taken any action unless such action is agreed to by a unanimous vote of both voting members. Except for coordinating the meetings, the chair of the CATC shall take no action, and shall not speak in the name of the CATC, unless such action has been approved by a unanimous vote of the voting members. No CATC meeting shall be held unless both voting members are participating. Informal discussions may be held among various members, but such discussions shall not constitute a meeting or action of the CATC.

For those technical issues for which the voting members of the CATC cannot agree, the CATC will rely upon the recommendations of a registered professional engineer selected by the CATC in reaching its decision. The decision of the engineer shall be deemed to be the decision of the CATC unless overruled by a unanimous vote of the CATC. The initial registered professional engineer shall be Raymond C. Trott of the Trott Communications Group. If the registered professional engineer is unavailable to perform the services requested, the voting members may agree to utilize an engineer drawn from the list attached to this MOP, which list contains the names of registered professional engineers acceptable to the CATC to perform such services, provided however, that the engineer selected shall not also represent the proponent or other Party having a direct interest in the matter under consideration. If the voting members of the CATC cannot agree on the particular professional engineer from this list to be selected to resolve the dispute, the selection shall be made by the CATC chairman in the presence of the other voting member or his designated representative using a random selection procedure such as a drawing from a hat a name selected from all the names on the list. If the CATC fails to select an engineer after a CATC meeting has been convened for such purpose, or if such a meeting has not taken place within fourteen (14) days after such meeting has been called, the Party seeking resolution may select any engineer from the list to provide his/her recommendations, and such Party may thereafter proceed in a manner consistent with such recommendations.

#### **IV. Systems Information Exchange**

The following information regarding each of the communications systems installed on any of the towers at the Signal Hill Consolidation Area shall be exchanged by each party for the RFI and RFE studies.

A. Detailed Descriptions Of All Transmitting And Receiving Systems - These shall include, but not be limited to:

- . Frequency
- . Transmitter Power
- . Effective Radiated Power (ERP)
- . Coaxial cable type/length
- . Transmitter Isolator Model
- . Filter Model/Description
- . Antenna Model Number
- . Exact antenna location on tower
- . Orientation of non-omnidirectional antennas
- . Single line drawing of the proposed system
- . Receiver make, model & specifications

B. Detailed Descriptions Of Pre-Existing Interference Problems

V. **Signal Hill Consolidation Area Technical Guidelines**

The procedures and guidelines provided in this Section concerning the technical aspects of the communication systems design and operation are designed to prevent or minimize RFI at the Signal Hill Consolidation Area and ensure a safe RFR environment. These standards and requirements are intended to provide a high quality radio site with minimal frequency interference (RFI) and safe radio frequency radiation (RFR) environment for all users of the Signal Hill Consolidation Area.

A. RFI and RFR Guidelines - These guidelines bear directly on the safe and efficient use of the Signal Hill Consolidation Area as a communications facility and are to be followed by all existing and future users of the Signal Hill Consolidation Area.

1. **Pre-Installation Procedures** - All new Users and any existing User proposing a material modification or change of equipment, shall furnish the following to the CATC prior to installation or modification of any equipment that may have an impact on all RF transmission systems and/or RF emission levels at the Signal Hill Consolidation Area (CUP Condition Nos. 8, 10):

- a) Where applicable copy of FCC license, construction permit or special temporary authorization.
- b) Accurate block diagrams showing operating frequencies, all system components (active or passive with gains and losses in dB, along with power levels.)
- c) Antenna type and mounting arrangements.

- d) RFI study (CUP Condition Nos. 17, 18; see MOP Section VI). The results of this study will determine the probability of interference to existing receivers at the Signal Hill Consolidation Area and the interference mitigation tasks, including physical locations and/or protective devices, which must be implemented to prevent harmful interference. For the purposes of this MOP, harmful interference shall be defined as any emission, radiation or induction which materially and repeatedly obstructs or interrupts the service provided by a station or degrades its service by an amount greater than 1 dB, and by the cases and written policies of the FCC which do not conflict with this standard.

If a review of the RFI study discloses potential interference, the proposed User shall submit to the CATC, and commit to implement upon installation, proposed interference mitigation solutions. The CATC shall review the interference mitigation solutions proposed by the User. If the CATC concludes that the User's proposed solution will be ineffective and if no other solution to such potential interference appears possible, or if possible, is not committed to by the proposed User, the CATC shall deny the proposed User permission to install and use such transmission system or transmitter at the Signal Hill Consolidation Area. The CATC shall act promptly on any request to install and shall provide written notification of its decision and the reasons thereof. Actions and notifications of the CATC shall be taken within fifteen (15) business days of the submission to the CATC of the proposed User's complete technical information, or amendment thereof, unless recourse to a professional engineer under Section III is necessary, in which event an additional reasonable period of time to permit the engineer to resolve the matter shall be allowed. The registered professional engineer's fees and costs for review of the proposal shall be paid by the proposed User, provided, however, that if the engineer's report shows no impediment to the proposed installation, such fees and costs shall be paid by the Party which disputed the installation.

2. User Modifications - Without written approval from CATC, Users will make no material alterations, changes, or modifications to the transmission systems. For the purpose of this MOP, the term "material alterations, changes or modifications" shall mean to refer to the number of transmitters; type of equipment; frequencies used; power output of transmitters; the type, gain or mounting configuration of the associated antennas; and technical parameters which have, or will likely have, any adverse effect on RFI or RFR.

Proposals to make any such material alterations, changes or modifications shall be accompanied by the same kind of information referred to in Paragraph A1 a), b), c) and d) above and shall be subject to the same

guidelines set forth above. In the case of both new installations and modified installations, failure of the CATC to meet to discuss and act on such request within fifteen (15) days following complete submission of all such required information, except where such failure to meet on the request is as a result of a unanimous decision of the voting members, shall cause the requested installation to be deemed as disputed, awaiting review by the registered professional engineer.

3. **Post-Installation Procedures** - Subsequent to the installation of any new or modified transmitting equipment, such testing as is deemed appropriate by the CATC shall be undertaken to confirm that the new or modified equipment is operating in accord with the guidelines set forth in this MOP. Should harmful interference, as defined in Section V, A,1,d. of this MOP, result from the operation of the new or modified transmitter, the proposed User shall take corrective steps to resolve such harmful interference to the existing User, including discontinuance of operation if other mitigation efforts are unavailing in eliminating the harmful interference. The proposed User shall also cooperate in the amelioration of any other interference that may be created as a result of the new or modified transmissions of that User. The costs for all testing and mitigation measures undertaken and implemented by the proposed user as directed by the CATC shall be the responsibility of such User.
4. **RFR Compliance Measures and Standards** - The authorization by the CATC of any new transmitter or modification of transmitting equipment by an existing User shall be subject to the following RFR safety requirements:
  - a) The new or modified transmitter shall not result in any RFR condition in excess of FCC public area MPE limits in any public area outside of the Site.
  - b) With respect to either tower, RFR emissions from transmitters on the other tower will be limited during agreed maintenance periods to produce no more RF emissions than 2/10ths of one dB less than that which is permitted under FCC controlled area MPE limits. In addition, in the event of a blanketing interference condition preventing the use of test equipment, the parties will cooperate in good faith to make brief, temporary adjustments in operation to permit the use of the test equipment.
  - c) With respect to either tower, a Party's repair and maintenance activities may be performed at any time upon twenty-four (24) hours advance notice to the Party owning the other tower and, in the event of an emergency maintenance or repair situation, with sixty (60) minutes advance notice. For the purposes of this section, emergency shall be defined as a condition which, if not immediately corrected, will result in injury or damage to life or

property, including emergency repairs or maintenance that, in good faith, could not be responsibly and/or reasonably scheduled in advance, to equipment used to provide critical public safety or life and safety related governmental services, and for which there is no otherwise available back-up or alternative communication service, which can be readily and in the normal course used by such User on the Site. Notwithstanding the above advance notification periods but with no obligation, the Parties will endeavor to cooperate with each other to facilitate earlier access to the extent practical and with due regard to the particular exigencies of the situation requiring such earlier repair and maintenance.

- d) Each Party shall cause all new Users on its tower to recognize and act consistent with the guidelines set forth in this MOP.

Should RFR field measurements show any areas which require prevention of exposure to persons in such areas exceeding the applicable MPE levels, the CATC shall require all necessary and appropriate mitigation measures to bring the area into compliance in accordance with the applicable FCC Rules.

5. Equipment Maintenance - RF transmission equipment used in the Signal Hill Consolidation Area shall be properly maintained in accordance with the manufacturer's specifications and in such a manner as to prevent it from becoming a source of interference or a safety hazard.
6. Equipment Identification - All equipment cabinets and/or relay racks shall have visible identification labels attached which show the User's identity; the licensee's name, address, call sign(s), and frequency(ies); and telephone number of person and organization responsible for maintenance work. All transmission lines, including internal jumpers, but not short lengths of interconnect cabling, shall be uniquely identified by numbered tags. A log of the tags shall be maintained at each tower site associating transmission lines with licensee name, address and contact number; maintenance personnel name and contact number; frequency; antenna manufacturer and model number; antenna mounting height and orientation; and equipment type and port that the line is attached to.
7. Disputes Between Users - Subject to the rights and duties of licensees authorized by the Federal Communications Commission with respect to issues of interference and RFR matters, the CATC has the final authority regarding disputes which may arise between Users with respect to these Signal Hill Consolidation Area guidelines.

8. Transmitter Control - User must have the ability to remotely and instantly disable all transmitting equipment. User shall agree to immediately cease operation if notified by CATC that User is causing harmful interference.
  9. Temporary Installations - Users may not make any temporary equipment installations without the written permission of CATC. Provided however, it is recognized that intermittent testing may be conducted by a potential user on the tower in order to determine acceptability of final installations (CUP Condition No. 21). Emergency equipment installations permitted under FCC rules shall be allowed, provided, however, that if such installations cause harmful interference, operation shall be immediately terminated.
- B. Transmitter Standards - All transmitting equipment must be FCC type-accepted, type approved, certified, notified or bear such other FCC approval as may be necessary under FCC rules for such equipment, shall be suitable for the use intended and must comply with FCC rules and regulations as are in force from time to time during the period of usage.
1. Good Operating Conditions
    - a) All transmitters must have a visual indication of transmitter operation.
    - b) All transmitters must meet or exceed manufacturer's original specifications.
  2. Modifications or Equipment Not Permitted - The following will not be permitted at the Signal Hill Consolidation Area without the specific prior written consent of CATC:
    - a) Add-on power amplifiers.
    - b) "Hybrid" equipment with different manufacturer's RF strips.
    - c) Transmission equipment with crystal oscillator modules, phased lock loops or other frequency determining elements, components or circuits which have not been temperature compensated.
    - d) Digital/analog hybriding in exciters, unless FCC type accepted.
    - e) Non-continuous duty rated transmitters used in continuous duty applications.
    - f) Any change in transmitting or receiving frequencies.

- g) Any ferrite devices operating without a second harmonic filter.
- h) RF Connectors that are nickel plated.
- i) Cascaded individual receiver pre-amplifiers, except where proof of proper system design is submitted & approved by CATC.

3. Shielding

- a) All shields must remain in place.
- b) All low-level, pre-driver and driver stages in exciter must be shielded.
- c) All power amplifiers must be shielded.

4. Required Isolation and Filtering - All transmitters must be equipped with isolators/bandpass cavities or bandpass filters as set forth below to provide the following minimum isolation to reduce the possibility of IM interference within the specific bands listed.

30 MHZ - 50 MHZ	Isolators - None required. Bandpass cavity with a minimum of 20 dB rejection at 0.5 MHZ.
72 MHZ - 76 MHZ	Isolators - Minimum of 25 dB. Bandpass cavity with a minimum of 20 dB rejection at 1.5 MHZ.
88 MHZ - 108 MHZ	Isolators - None required. Bandpass filter to meet FCC emission requirements.
138 MHZ - 174 MHZ	Isolators - Minimum of 60 dB. Bandpass cavity with a minimum of 20 dB rejection at 1.5 MHZ.
220 MHZ - 221 MHZ	Isolators - Minimum of 60 dB. Bandpass cavity with a minimum of 20 dB rejection at 5.0 MHZ.
440 MHZ - 512 MHZ	Isolators - Minimum of 60 dB. Bandpass cavity with a minimum of 20 dB rejection at 3.5 MHZ.

806 MHz - 960 MHz

Isolators - Minimum of 60 dB.

Bandpass cavity with a minimum of 20 dB rejection at 6.0 MHz.

Additional interfaces and/or isolation specifications may be required on a case-by-case basis as determined by CATC. Required isolation and filtering with respect to equipment operation on frequencies not included in the above list shall be specified by CATC on a case-by-case basis. The specific frequencies and the frequency bands listed are in no way intended to limit the scope or application of this section. Where FCC emission requirements are referred to above, ongoing compliance with such requirements as they may be changed from time to time is required under the terms of this Section.

5. Combiners

- a) Combiner systems shall at all times meet manufacturers specifications.
- b) Combiner systems must be tuned using manufacturer-approved procedures.
- c) Combiners must provide a minimum of 55 dB transmitter-to-transmitter isolation.
- d) Combiners which utilize any isolators in the output leg (antenna port) without proper filtering after the isolator will not be permitted.

C. Receiver Standards

All tenant speakers should be turned off except during periods of maintenance work when the technician performing such work is present. Tenants will not leave speakers activated when not in use for testing.

Receivers must exhibit reasonable immunity to interference (including but not limited to blanketing, receiver-induced third order intermodulation effect, overload) before the CATC will required any changes to another User's transmitter which is operating according to the specifications set forth in the MOP. Reasonable immunity for a single-channel receive system shall be deemed to include at least one bandpass filter with rejection as specified in Paragraph B4 for the applicable frequency band. In certain cases, a User may be required to use a crystal filter.



All shields must remain in place and shall be secured with fasteners (e.g. screws, fingerstock and the like) provided by the manufacturer.

1. Good Operating Condition

All receivers must meet or exceed manufacturers original specifications, particularly with regard to selectivity bandwidth, discriminator swing and symmetry, immunity to reception or causation of spurious responses or emissions.

all newly installed receivers must meet site standard specifications current at the time of installation.

2. Multicoupler Systems

shall at all times meet manufacturers specifications;

must incorporate preslector filtering optimized for the frequency range of interest; and

must be tuned using manufacturer approved procedures.

D. Cabinet and Relay Rack Standards

1. Usage

All RF devices including but not limited to duplexers, isolators, cavities, filters and switches, etc. shall be located inside grounded cabinets.

Properly-shielded devices may be mounted on grounded relay racks with approval of CATC.

Relay racked equipment shall not be allowed, unless approved for such mounting by the manufacturer and subject to FCC Type Acceptance requirements.

2. Shielding

All cabinets must be bonded together and to the ground system with at least #8 copper wire or 1□ copper braid.

All doors must be properly mounted and closed.

All non-original holes larger than 1" must be covered with copper screen or solid metal plates.

E. RF Cabling and Connector Standards

1. **Permissible Transmission Line and Connector Types** - All antenna transmission lines must have a solid outer conductor, such as Andrews Heliax. Flexible cables should be jacketed; rigid line need not be jacketed. No kinked, cracked or spliced cable will be permitted. No braided cable will be permitted, except for the use of CPS receivers. Connectors must be solid brass or silver-plated copper, nickel-plated connectors are not permitted. Permissible connector types are: N, DIN, EIA, SC, LC, HN, EIA flange, BNC, SMA and TNC. UHF connectors are not allowed. Connectors must be installed according to manufacturer's instructions and soldered where applicable. Connectors must be wrapped with butyl tape and coated with a sealing agent extending at least 4" onto jacket if exposed to weather. Male pins must be proper length. Female contacts may not be spread. Threaded connectors must be plier-tight as opposed to hand tight. All unjacketed cables shall be insulated from other metallic surfaces.

2. **RF Interconnect Cabling** - Cabling between RF equipment modules must be double-shielded, silver-braided type (RG/214 or equivalent) for lengths of 8 ft. or less. No single shielded braided cable is permitted.

3. **Transmission Line Routing**

a) **External Routing**

Cabling must be attached to the tower leg or waveguide support assigned by each Party so that tower loading is properly distributed. Attachment will be by stainless steel clamps, UV-stabilized nylon ties or other manufacturer-approved method. Attachment should be at 1-ft. intervals for the top 3 ft. of line, and 3-ft. intervals thereafter. Cables must incorporate a drip loop or other method of shedding water immediately prior to the shelter entrance. Cable bends must not be less than the minimum bending radius specified by the manufacturer.

b) **Internal Routing**

Cabling should enter the shelter through a weather-proof boot on a grounded-entry bulkhead. Cable between the shelter entrance and equipment cabinet must be a continuous length without splices. Cable bends must not be less than the minimum bending radius specified by the

manufacturer. It may be desirable to use a more flexible cable for interior routing between the cable entry surge suppressor and equipment.

F. Antennas and Mount Standards (except for metal reflectors and microwave dishes)

1. Permissible Antennas

Antennas should be fiberglass enclosed. Exposed metal antennas will not be permitted unless treated by chromate conversion to prevent corrosion. Exceptions to the above must be submitted to the CATC for approval.

2. Antenna Mounting Hardware

Users may not weld antenna mounts to tower. All antenna mounts or supporting structures will be stainless steel or hot-dipped galvanized steel. Any hot-dipped galvanized pipes or brackets that have been field cut must be sprayed with a minimum of two coats of cold galvanizing paint.

## VI. RFI Study

A Radio Frequency Interference (RFI) study shall be conducted whenever a new emitter (radiation antenna) is added to either tower facility, whenever radiated power (ERP) is increased from an emitter, whenever an emitter(s) is relocated or modified, or when an emitter's radiation pattern changes and provided to the CATC by the proponent for its review and action at least fifteen (15) days prior to the proponent's anticipated activation of the emitter. The study shall be made available by the CATC to any potentially affected User for its input and comment. (CUP Condition Nos. 8, 9, 10, 15, 17, 18, 21). The study shall consider intermodulation interference (IMI), transmitter noise interference (TNI) and receiver desensitization interference (RDI). The proponent of the new emitter shall be responsible for all costs associated with the study.

A. IMI

The IMI portion of the study shall consider those IM products which are more likely to create interference to existing receivers at the Signal Hill Consolidation Area, namely, two signal, second order (A+B) and (A-B); two signal, third order products (2A-B); two signal, fifth order products (3A-2B); three signal; third order products (A+B+C); and three signal, fifth order products (2A-2B+C) or combinations of the preceding. In addition, 2nd, 3rd and 4th harmonics shall be calculated.

For the calculations, all transmitter and receiver frequencies, including the new frequencies, shall be considered in the IM product and harmonic calculations. The listing shall show the frequencies of each calculated product that falls within

a specified frequency window for a receiver frequency at either tower facility. For each calculated product, the actual IM product will be shown as well as the affected receiver frequency and the spectral distance of the product from the affected receiver frequency.

There shall be two calculations made with two separate product listings: One with a receiver frequency window of  $\pm 0.015$  MHz and one with a receiver frequency window of  $\pm 0.100$  MHz. The former considers the narrowband land mobile frequencies and the latter considers the broadband FM emission's effect on the receivers at the Signal Hill Consolidation Area.

The analysis of each condition will be based on the two listings.

B. TNI/RDI

A listing will be generated, showing the frequency separation of each transmitter frequency within 4 MHz of any receiver frequency at the Signal Hill Consolidation Area. The listing will show nominal isolation requirements (dB) between these transmitters and receivers necessary to prevent less than 1 dB degradation to the affected receiver.

The above studies will analyze those IM products and TNI/RDI isolation values in the listings, taking into account the physical aspects of the Signal Hill Consolidation Area; the relative positions of each relative emitter and receiver antenna and the interference protective devices in each of the transmission systems.

## VII. MPE Studies

An "Environmental Evaluation" ("EE") will be conducted at the Signal Hill Consolidation Area annually and when there are significant changes to any of the transmission systems on either tower (CUP Condition Nos. 17, 18). The EE Study to be conducted annually shall be conducted and paid for by SBS and its tower Users. Any EE Study where there are significant changes to any of the transmission systems on either tower shall be conducted and paid for by the User proposing such changes. The study shall determine all areas accessible to personnel which exceed the Maximum Permissible Exposure (MPE) limits, both controlled and uncontrolled, set forth in the FCC rules and shall also undertake measurements in adjoining public areas sufficient to establish compliance with applicable FCC MPE limits. The operator(s) of the new or changed transmission system shall be responsible for all costs associated with the study. The CATC will determine which changes are significant enough to warrant an EE. If an EE is required, it shall be performed by the initial designated registered professional engineer (or his designee working under his direct supervision) specified in the last paragraph of Section III of this MOP or such other engineer who is designated in accordance with the procedures specified in such paragraph. Subject to any limitations which may be imposed by the applicable regulations of the United States Occupational Safety and Health Administration ("OSHA") and further subject to any physical or other safety limitations associated with the places or access to the places being

measured where measurements are conducted, no more than one witness per Party will accompany the person conducting the measurements.

The following test procedure details the measurement of the RFE emissions at the Signal Hill Consolidation Area. The measurements will be based on the FCC Bulletin OET-65 as it pertains to the existing FCC rules and the guidelines set forth in the FCC Report and Order adopted and released August 1, 1996 and the measurement techniques specified in IEEE Standard C 95.1-1999. All readings will be documented on an appropriate data sheet.

A. Measuring Equipment

The test equipment for the measurements of RFE at the Signal Hill Consolidation Area shall be a broadband "shaped probe" and a companion meter. The equipment must be factory-calibrated no more than one year prior to the measurements. The readings will be expressed in both the percentage of the controlled environment MPE limit and the actual values measured.

B. Controlled/Uncontrolled Environments

Areas on the Signal Hill Consolidation Area and areas outside of such area where the general public has access will be determined to be controlled and/or uncontrolled environments, as the case may be, in accordance with applicable FCC rules and regulations.

C. Tower Measurements

Measurements of E & H fields will be conducted on the LBWCD tower under the supervision of the CATC or its designee. These will be taken at the rest platforms on the LBWCD tower and at other accessible areas deemed necessary for a complete and comprehensive set of measurements. Proper safety harnesses meeting pertinent standards governing such apparatus and suitable for climbing the LBWCD tower will be used by the person making the measurements who shall observe all OSHA safety regulations pertaining to such work. In addition, reasonable induced and contact current measurements shall be undertaken on the towers and designated ground areas, and if necessary due to the results of such measurements, the parties will discuss what, if any, appropriate remedial measures might be implemented. Provided, however, that no Party or User will be required to implement any remedial action resulting from the findings from such measurements until such time as final rules and regulations governing contact current measurements and the accurate measurement thereof are adopted by the FCC or by any other federal agency having proper jurisdiction over the operation and/or use of FCC licensees and/or owners and operators of communication towers, and in such case, the particular remedial measures shall be in accordance with such final rules and regulations.

Measurements of E fields will be conducted on the SBS tower up to the 80-ft. level. No measurements will be conducted on the monopole portion of the tower. Measurements will be conducted on the rest platforms only. For safety reasons, no measurements will be made on the tower ladder.

D. Ground Level and Equipment Buildings Measurements Within Controlled Environment Areas

Measurements of E and (to the extent deemed necessary by the engineering professional undertaking the EE based upon the actual levels of emissions in such areas) H Fields will be conducted at locations on the ground and on the roofs of the equipment buildings. Specific locations, determined by the CATC, will be designated for the measurements.

E. Measurements at Surrounding Uncontrolled Areas

Measurements of E fields will be conducted in the uncontrolled areas which are immediately outside of the controlled areas. CATC will also designate several specific areas for a very small number of H field measurements which are expected to demonstrate that such measurements are unnecessary given the very low levels expected. Specific locations, determined by the CATC, will be designated for the spatially averaged measurements. The areas measured should include those ground areas and accessible nearby structures where the power density is likely to exceed five percent (5%) of the uncontrolled MPE limits. Nothing herein shall require a Party or User to undertake any action for RFR compliance in public areas other than that required of such Party or User pursuant to applicable FCC rules and regulations.

F. Measurements Near Metallic Objects

RF emission measurements required to be made pursuant to the above terms of this MOP in order to determine compliance with FCC rules are to be made at distances 20 cm or greater from any conductive object. If a high localized reading is detected, spatial averaging per FCC rules shall be the determinate reading.

G. Report

The final report will document the results of the measurements for each of the controlled and uncontrolled areas and will provide in an attachment all of the data sheets compiled during the measurements. If any of the areas measured exceed their respective MPE limits, recommendations for compliance with the FCC rules will be detailed in the Report. Copies of the final report will be provided to the voting CATC members and to the City of Signal Hill.

## VIII. Miscellaneous

A. Air Safety. Each Party acknowledges that under FCC and Federal Aviation Administration (FAA) rules, regulations and orders, it has separate responsibilities with respect to maintenance, identification, marking and lighting of its respective tower, which responsibilities must be fulfilled by it and cannot be delegated or assigned to any other party. The Parties will maintain their respective tower facilities in full compliance with all applicable FCC and FAA AIR safety identification, marking and lighting requirements.

B. Insurance. SBS states that it maintains commercial general liability insurance in a face amount of not less than Two Million Dollars (\$2,000,000) relative to its ownership and operation on its tower. SBS also maintains workman's compensation as required by the State of California and employer's liability insurance with a limit of no less than One Million Dollars (\$1,000,000) for bodily injury. Long Beach affirms that its self-insures against the same risks covered by the above-referenced insurance policies of SBS.

List of Replacement Registered Professional Engineers



**EXHIBIT C**

**SCHEDULE OF RATES**

## **Exhibit "C"**

### **Schedule of Rates for Tower Tenants**

Multi Port	\$120.00 per month
1/2 Rack	\$210.00 per month
1 Rack	\$300.00 per month
1 Antenna	\$120.00 per month
Micro 2	\$180.00 per month
Micro 4	\$360.00 per month
Micro 6	\$480.00 per month
Micro 8	\$600.00 per month
Micro 10	\$840.00 per month

Quotations for other equipment upon request