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

PERMIT TO USE TRANSMITTER FACILITY

31129

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 LONG BEACH COMMUNITY COLLEGE, ("Permittee"), whose address is 4901 Carson Street, Long Beach, California 90808, 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 hereby includes space on the Transmitter Facility (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") or the Interdepartment Radio Advisory Committee of the National Transmission and Information Administration ("IRAC") governing the original authorization granted, or to be granted by the FCC and/or IRAC governing the original authorization granted, or to be granted by the FCC and/or IRAC 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 and/or IRAC 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 additional improvements to be furnished by City. City shall have no responsibility for the condition of the Transmitter Facility or for any damage suffered by Permittee or any person due to such condition. Permittee shall not use nor permit the use of the Transmitter Facility in any manner which will create a nuisance or interfere with or disturb the use of other permittees of the Transmitter Facility.

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

2. Term. This Permit shall be deemed to have commenced on March 1, 2009, and shall terminate on September 30, 2014, unless sooner terminated as provided herein. Thereafter, the City shall have the option to renew the Permit for one (1) additional five (5) year term, unless either party gives written notice to the other party at

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

5. Entry to Site. Permittee shall have the right of entry to the tenant equipment room for inventory control, inspection and maintenance and repair of the Equipment (unless maintained by City under a separate agreement) in accordance with the Rules. Permittee shall, within thirty (30) days of execution of this Permit, provide City with written notice of the identity of the service company(ies) and/or individuals who is/are authorized to have access to the Equipment for maintenance and repair purposes. Permittee shall not subcontract for services or provide access to any company other than the companies so identified without the prior written consent of the City. Permittee shall have no right of access to any other equipment located at the Transmitter Facility and no right of entry to City's tower. All work performed by Permittee at the Transmitter Facility shall conform to the Motorola Quality Standards — Fixed Network Installation — R56 ("Quality Standards"), a copy of which is available at the Transmitter Facility.

6. Maintenance of Equipment. Permittee shall maintain the Equipment

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in good condition and repair. Permittee shall also keep the area of its installation in a

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 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 (10%) percent or Fifty Dollars ($50), 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. Prior to reconnection of the Equipment, Permittee shall pay City a reconnection fee of Two Hundred Fifty Dollars ($250) 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 against any loss, damage, demand, claim, cause of action, liability, cost or expense (including reasonable attorney's fees) of any kind whatsoever arising from (i) any breach or default by Permittee in the performance of its obligations under this Permit, (ii) Permittee's use of the Transmitter Facility, (iii) the conduct of Permittee's business at the Transmitter Facility, and (iv) from any activity, work or thing done, permitted or suffered

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at the Transmitter Facility excluding, however, any activity, work or thing done by any other permittee at the Transmitter Facility.

12. Insurance. Prior to any new testing, construction, or installation by Permittee, prior to the effectiveness of this Permit, and in partial performance of Permittee's obligations hereunder, Permittee shall procure and maintain the following insurance coverages at Permittee's sole expense for the duration of this Permit and any extensions, renewals, or holding over thereof, from insurance companies admitted (authorized) to write insurance in the State of California or from non-admitted (surplus lines) insurers that are on California's List of Eligible Surplus Lines Insurers (LESLI) and that have a minimum rating of or equivalent to A:VIII by A.M. Best Company.

(a) Commercial General Liability Insurance (equivalent in coverage scope to Insurance Services Office, Inc. (ISO) form CG 00 01 11 85 or 11 88) in an amount not less than Five Million Dollars ($5,000,000) per occurrence and in general aggregate. This insurance shall include coverage for electric and magnetic fields (EMF) liability, environmental impairment liability, explosion, collapse, and underground (XCU) hazards, products and completed operations liability and shall not exclude or limit coverage for contractual liability, independent contractors, or cross liability protection. This insurance shall be endorsed to include City and its officials, employees, and agents as additional insureds (by an endorsement equivalent in coverage scope to ISO form CG 20 26 11 85) and to waive the insurer's rights of subrogation against City and its officials, employees, and agents.

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

(c) "All Risk" Property Insurance, including debris removal and builder's risk protection during the course of construction, covering the full replacement value of Permittee's personal property and improvements constructed on or about the Transmitter Facility. Permittee hereby waives all rights of subrogation, but only to the extent that

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collectible commercial insurance, including a commercially reasonable deductible, is available for said damage.

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

made only with the written approval of City's Risk Manager or designee.

13. Fee and Insurance Renegotiation. As required by the provisions of the Long Beach City Charter Section 1207(d), and in the event the term of this Permit is renewed for a fifth (5th) year, the parties agree to renegotiate the Fee and insurance coverages and limits of this Permit prior to renewing the term for a sixth (6th) year. The parties shall commence negotiations at least one hundred eighty (180) days prior to the expiration of the fifth (5th) year of the term of this Permit. If the parties cannot agree 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. The adjusted Fee (whether negotiated or determined by arbitration) shall be effective as of the first day of the first 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, Permittee shall promptly pay any difference due City.

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 and IRAC 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 or IRAC 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.

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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 business on 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 halt and correct any incident of noncompliance. On August 1 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 request by City.

i. In the event of an incident of noncompliance with the Safety Standards or the Safety Compliance Program, Permittee, at it 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 an 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

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applicable Safety Standards and Safety Compliance Program and diligently prosecute the corrective action to completion within the time periods required under the MOP. The provisions of this subparagraph shall apply even if the incident of noncompliance is discovered for the first time during installation of the Equipment, and was not discovered during any feasibility review performed by or on behalf of Permittee.

ii. Notwithstanding the provisions of subparagraph 14.C.i above to the contrary, in the event the estimated cost of correcting an incident of noncompliance is more than One Thousand Dollars ($1,000), either party may terminate this Permit by giving written notice of its decision to the other party. In the event this Permit is so terminated, the parties shall be released from their respective obligations hereunder, except for the indemnification obligations of Permittee under paragraph 10 above, and the obligations shall apply even if the incident of noncompliance is discovered for the first time during installation on the Equipment, and was not discovered during any feasibility review performed by or on behalf of Permittee.

iii. Except as provided for herein and in the MOP, Permittee shall be liable for all costs, expenses, losses, damages, actions

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agree otherwise. If City is required to notify any agency of any violations of Safety Standards discovered during any such audit or inspection, Permittee shall be given concurrent notice. City acknowledges that it is not the intent of paragraph 14.C. to prohibit Permittee from conducting its operations. Permittee may conduct its operations according to the custom of the industry and all applicable Laws, so long as such use is in accordance with all Safety Standards, the Safety Compliance Program, this Permit and MOP.

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

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

17. Default. Except as otherwise provided, if Permittee fails or refuses to pay any amount due hereunder when due, fails to observe or perform any covenant or condition of this Permit, or otherwise defaults in the performance of any other duty or obligation of Permittee and said failure continues for ten (10) calendar days after written notice from City of said default, City may immediately terminate this Permit. City may remove all of the Equipment, including any antennas and transmission line, at the expiration of fifteen (15) calendar days after termination of this Permit at Permittee's expense. If the Equipment is not removed by Permittee within the fifteen-day period, then City may hold and dispose of the Equipment in accordance with the provisions of applicable law or deliver it to Permittee, in which case the cost of removal and storage (from the time of termination) and delivery of the Equipment shall be added to the rental otherwise due under this Permit and paid within thirty (30) days of receipt by Permittee of

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an invoice from City.

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

19. Removal of Equipment. Within fifteen (15) calendar days of the expiration, termination, or revocation of this Permit, Permittee shall, at its sole cost and expense, remove the Equipment from the Transmitter Facility. Permittee shall restore the Transmitter Facility to the same condition as it was prior to Permittee's use, ordinary wear

incurred by City to replace a lost or stolen key or access card to the Transmitter Facility.

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

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

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

E. Any notice to be given under this Permit shall be in writing and may be personally delivered or deposited in the U.S. Postal Service to Permittee at the address first stated above and to City at 333 West Ocean Boulevard, 12th Floor, Long Beach, California 90802, Attn: Manager, Infrastructure Services, with a copy to the attention of the Wireless Communications Officer, 5580 Cherry Avenue, Long Beach, California 90805. Notice shall be deemed given on the date of personal delivery or two (2) days following the date of deposit in the mail, postage prepaid and addressed as first stated above.

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

DATED this _ day of _____, 2009.

LONG BEACH COMMUNITY COLLEGE

Date: APRIL 30, 2009

By: Ann-Marie Gabel
ANN-MARIE GABEL

Title: V.P., ADMIN. SERV.

CW 96657.3
BOARD APPROVAL: 4/28/09

Date: _____, 2009

By: _____

Title: _____

"PERMITTEE"

CITY OF LONG BEACH, A municipal corporation

Date: May 12, 2009

By: _____ Assistant City Manager

City Manager

TO SECTION 301 OF

TY ATTORNEY
ON, City Attorney
evard, 11th Floor
90802-4664

Exhibit "A"

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

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

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

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

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 file

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, entitling 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

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 [illegible]

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 [illegible]

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. <u>Cabinet and Relay Rack Standards</u>

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 unjacked 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

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.

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

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 [illegible]

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 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