

PERMIT TO USE TRANSMITTER FACILITY

35418

Pursuant to a minute order adopted by the City Council of the CITY OF LONG BEACH, a municipal corporation ("City"), at its meeting on August 20, 2019, the City hereby grants to ST. MARY MEDICAL CENTER ("Permittee"), whose address is 1050 Linden Avenue, Long Beach, California 90813, a permit ("Permit") for the nonexclusive use of City's radio transmitter facilities on the following terms and conditions:

1. Permission. City hereby grants Permittee permission to use the radio transmitter facility ("Transmitter Facility") located at 2321 Stanley Avenue in the city of Signal Hill, 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

1 repair and maintenance under paragraph 6 below.

2 C. Permittee accepts the Transmitter Facility "as is" with no
3 additional improvements to be furnished by City. City shall have no responsibility
4 for the condition of the Transmitter Facility or for any damage suffered by Permittee
5 or any person due to such condition. Permittee shall not use nor permit the use of
6 the Transmitter Facility in any manner which will create a nuisance or interfere with
7 or disturb the use of other permittees of the Transmitter Facility.

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

11 2. Term. This Permit shall be deemed to have commenced on October
12 1, 2019, and shall terminate on September 30, 2024, unless sooner terminated as
13 provided herein. Thereafter, the City shall have the option to renew the Permit for one (1)
14 additional five (5) year term, unless either party gives written notice to the other party at
15 least ninety (90) days prior to the expiration of the term or a renewal term, of such
16 party's intention not to renew this Permit.

17 3. Equipment and Installation. Permittee shall, at its sole cost and
18 expense, furnish and install the Equipment according to the Technical Site Rules ("Rules"),
19 adopted pursuant to the MOP (defined below) a copy of which is attached hereto as Exhibit
20 "A" and incorporated herein by this reference.

21 City shall have the right to inspect installation of the Equipment prior to
22 activation of the system to determine compliance by Permittee with the Rules. If the
23 inspection discloses that the Equipment is not installed in compliance with the Rules,
24 Permittee shall, at its sole cost, make any adjustments required to comply with the Rules.
25 If Permittee fails to make the required adjustments within fifteen (15) days after receipt of
26 written notice from City, Permittee shall be in default under this Permit and the provisions
27 of paragraph 17 shall apply. Permittee shall not modify its installation of the Equipment
28 without first obtaining the written approval of City.

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

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

27 6. Maintenance of Equipment. Permittee shall maintain the Equipment
28 in good condition and repair. Permittee shall also keep the area of its installation in a neat,

1 orderly and safe condition and free of waste, rubbish and debris.

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

9 8. Utilities. City shall provide utilities (excluding telephone equipment
10 and service) to the Transmitter Facility. Permittee shall arrange and pay for the installation,
11 maintenance and service of any telephone lines and equipment it desires to use at the
12 Transmitter Facility. City shall pay the cost of any gas, water and electrical power used at
13 the Transmitter Facility (except that provided by Permittee's own power generating
14 equipment, if any, installed in accordance with paragraph 3). The cost of gas, water and
15 electrical power paid for by City may be allocated among all permittee of the Transmitter
16 Facility based upon City's best estimate of each permittee's use of utilities at the
17 Transmitter Facility.

18 9. Fee. Permittee shall pay to City as rental for use of the Transmitter
19 Facility a fee ("Fee") computed on the basis of the charges listed and described in the
20 Schedule of Rates attached hereto as Exhibit "C" and incorporated herein by this reference.
21 The Fee shall be payable in advance on the first day of each month commencing
22 November 1, 2019. Notwithstanding the foregoing, if installation of the Equipment is
23 completed on a date other than the first day of the month, the Fee for the first month
24 shall be pro-rated based on a thirty-day month.

25 A. The Fee shall be increased by the annual Consumer Price
26 Index (CPI-U, Los Angeles-Long Beach-Anaheim, CA) or three and a half percent
27 (3.5%), whichever is greater, on each anniversary of the Effective Date during the
28 Term and any renewal thereof.

1 B. The Fee shall also be adjusted when and if additional
2 equipment is installed at the Transmitter Facility. The adjustment shall be based on
3 the rates listed in Exhibit "C". The adjusted Fee shall be due and payable as of the
4 first day of the month next succeeding the month in which installation of the
5 additional equipment is completed.

6 C. The Fee shall be considered delinquent if it remains unpaid on
7 the tenth (10th) day of the month for which such Fee is due. In addition to the Fee,
8 Permittee shall pay City a late fee of ten (10%) percent or Fifty Dollars (\$50),
9 whichever is greater, on all delinquent Fee payments. City may terminate this
10 Permit and disconnect the Equipment if any Fee payment remains unpaid for sixty
11 (60) days after the date it is due. Prior to reconnection of the Equipment, Permittee
12 shall pay City a reconnection fee of Two Hundred Fifty Dollars (\$250) in addition to
13 payment in full of the delinquent amount.

14 10. Indemnification of City. Permittee shall defend, protect, indemnify and
15 hold City, its Boards and their officials, employees and agents harmless, from and against
16 any loss, damage, demand, claim, cause of action, liability, cost or expense (including
17 reasonable attorney's fees) of any kind whatsoever arising from (i) any breach or default
18 by Permittee in the performance of its obligations under this Permit, (ii) Permittee's use of
19 the Transmitter Facility, (iii) the conduct of Permittee's business at the Transmitter Facility,
20 and (iv) from any activity, work or thing done, permitted or suffered by Permittee in or about
21 the Transmitter Facility.

22 11. Indemnification of Permittee. City shall defend, protect, indemnify and
23 hold Permittee, it officials, employees and agents harmless, from and against any loss,
24 damage, demand, claim, cause of action, liability, cost or expense (including reasonable
25 attorney's fees) of any kind whatsoever arising from (i) any breach or default by City in the
26 performance of its obligations under this Permit (ii) City's use of the Transmitter Facility,
27 (iii) the conduct of City's business at the Transmitter Facility, excluding, however any
28 business conducted by other permitted or suffered by City in or at the Transmitter Facility

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

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

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

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

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

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

3 The insurance requirements set forth under this Paragraph 12 may be
4 satisfied by a self-insurance program approved by the District's governing Board of
5 Education. As of the execution of this Permit, the Permittee is self-insured.

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

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

15 Upon last execution of this Permit, Permittee shall deliver to City certificates
16 of insurance and the required endorsements evidencing the coverage required by this
17 Permit, including the certificates and endorsements of any Permittee's contractors and
18 subcontractors. The certificates and endorsements for each insurance policy shall contain
19 the original signatures of persons authorized by that insurer to bind coverage on its behalf.
20 Permittee shall provide City with copies of certificate of insurance and endorsements for
21 renewal policies within thirty (30) days of policy termination. If Permittee fails to provide
22 City with copies of certificates of insurance and endorsements for renewal policies within
23 thirty (30) days of policy termination, then City shall have the right to require Permittee to
24 deliver complete certificated copies of all said policies within thirty (30) days of Permittee's
25 receipt of written notice from City requesting complete certified copies of all said policies.

26 Such insurance as required herein shall not be deemed to limit Permittee's
27 liability relating to performance under this Permit. The procuring of insurance shall not be
28 construed as a limitation on liability or as full performance of the indemnification and hold

1 harmless provisions of this Permit.

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

4 13. Fee and Insurance Renegotiation. As required by the provisions of
5 the Long Beach City Charter Section 1207(d), and in the event the term of this Permit is
6 renewed for a fifth (5th) year, the parties agree to renegotiate the Fee and insurance
7 coverages and limits of this Permit prior to renewing the term for a sixth (6th) year. The
8 parties shall commence negotiations at least one hundred eighty (180) days prior to the
9 expiration of the fifth (5th) year of the term of this Permit. If the parties cannot agree upon
10 the adjusted Fee and insurance within ninety (90) days prior to the beginning of the sixth
11 (6th) year, the Fee and insurance shall be determined by arbitration. The adjusted Fee
12 (whether negotiated or determined by arbitration) shall be effective as of the first day of the
13 first month of the sixth (6th) year regardless of when determined. If the adjusted Fee is not
14 determined prior to the commencement of the sixth (6th) year, Permittee shall continue to
15 pay fees in accordance with Fee in force during the fifth (5th) year of the term of this Permit.
16 Upon determination of the adjusted Fee, Permittee shall promptly pay any difference due
17 City.

18 14. Compliance with Law.

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

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

1 Permittee shall be posted at the Transmitter Facility.

2 C. Permittee shall comply with all applicable federal, state and
3 local law, statute, rule, regulation and ordinances including, but not limited to any
4 laws regulating the health and safety of tower occupants and workers ("Safety
5 Standards"). Permittee shall establish, maintain and observe a program of
6 compliance with all applicable Safety Standards ("Safety Compliance Program").
7 On or before the commencement of business on the Transmitter Facility, Permittee
8 shall submit its Safety Compliance Program, and any revisions thereto, to City's
9 Wireless Communications Officer for review and approval; provided, however, that
10 such review and approval shall not relieve Permittee of its independent obligation to
11 comply with Safety Standards. Permittee shall monitor its compliance with Safety
12 Standards and immediately halt and correct any incident of noncompliance. On
13 August 1 of each calendar year during the term of this Permit, Permittee shall submit
14 either a certificate that the Safety Compliance Program conforms to all applicable
15 Safety Standards or a revised Safety Compliance Program conforming to the
16 applicable Safety Standards. Notwithstanding the foregoing, Permittee shall not be
17 in default under this Permit unless it fails to submit the certificate or a revised Safety
18 Compliance Program within fifteen (15) days of request by City.

19 i. In the event of an incident of noncompliance with the
20 Safety Standards or the Safety Compliance Program, Permittee, at its sole
21 cost, shall (i) give City prompt notice of the incident, providing as much detail
22 as possible, (ii) as soon as possible, but no later than the time required under
23 the MOP after Permittee's discovery of an incident of noncompliance, submit
24 a written report to City identifying, to the extent possible, the source or cause
25 of the noncompliance and the method or action required to correct the
26 problem, (iii) cooperate with City, the Signal Hill Consolidated Area Technical
27 Committee ("CATC"), or its designee, with respect to the investigation of the
28 incident of noncompliance, and (iv) promptly commence correction of the

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

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

18 iii. Except as provided for herein and in the MOP, Permittee
19 shall be liable for all costs, expenses, losses, damages, actions, claims,
20 penalties or fines arising from Permittee's failure to comply with the Safety
21 Standards or the Safety Compliance Program including, but not limited to, a
22 failure to comply with any reporting requirements of the Safety Standards,
23 the Safety Compliance Program or the MOP.

24 iv. City shall have the right to conduct periodic inspections
25 and audits of Permittee's compliance with the Safety Compliance Program.
26 Permittee shall be given reasonable notice of, and shall have the right to have
27 a representative present during, any such inspection or audit. The inspection
28 or audit shall be during normal business hours unless the parties agree

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

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

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

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

1 18. Revocation or Termination. In addition to termination under Section
2 17 above, City may revoke this Permit for any reason by giving sixty (60) days' prior notice
3 to Permittee. Permittee may terminate this Permit for any reason by giving sixty (60) days'
4 prior notice to City.

5 19. Removal of Equipment. Within fifteen (15) calendar days of the
6 expiration, termination, or revocation of this Permit, Permittee shall, at its sole cost and
7 expense, remove the Equipment from the Transmitter Facility. Permittee shall restore the
8 Transmitter Facility to the same condition as it was prior to Permittee's use, ordinary wear
9 and tear excepted. If said Equipment is not taken away within the fifteen-day period, then
10 City may deliver it to Permittee and the cost of removal, storage (from the time of expiration,
11 termination, or revocation) and delivery of the Equipment shall be paid to City within thirty
12 (30) days of receipt by Permittee of an invoice from City.

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

16 21. No Waiver. The failure or delay of City to insist on strict enforcement
17 of the provisions of this Permit shall not be deemed a waiver of any right or remedy that
18 City may have and shall not be deemed a waiver of any subsequent or other default of any
19 provision of this Permit. The acceptance of all or part of any delinquent Permit Fee by City
20 shall not be deemed a waiver of any other provision of this Permit, but shall only constitute
21 a waiver of timely payment for the installment involved. Any waiver shall be in writing
22 (except the waiver of timely payment by subsequent acceptance of an installment of the
23 Permit Fee).

24 22. Miscellaneous.

25 A. Upon expiration or earlier termination of this Permit, all keys
26 and access cards to the Transmitter Facility shall be returned to City. Permittee
27 shall pay a fee of Twenty Five Dollars (\$25) for each key or card to cover all costs
28 incurred by City to replace a lost or stolen key or access card to the Transmitter

1 Facility.

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

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

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

10 E. Any notice to be given under this Permit shall be in writing and
11 may be personally delivered or deposited in the U.S. Postal Service to Permittee at
12 the address first stated above and to City at 411 West Ocean Boulevard, 10th Floor,
13 Long Beach, California 90802, Attn: City Manager, with a copy to the attention of
14 the Wireless Communications Officer, 5580 Cherry Avenue, Long Beach, California
15 90805. Notice shall be deemed given on the date of personal delivery or two (2)
16 days following the date of deposit in the mail, postage prepaid and addressed as
17 first stated above.

18 F. This Permit may be executed in any number of counterparts all
19 of which when taken together shall constitute one and the same document. Except
20 as expressly modified by this Permit, all other terms and provisions of the Permit
21 are in full force and effect in accordance with their team. This Permit shall be
22 governed and constructed in accordance with the laws of the State of California.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802

IN WITNESS WHEREOF, the parties have executed this Permit on the
respective dates set forth opposite their signatures.

ST. MARY MEDICAL CENTER

By [Signature]
Name Carol Caldwell
Title President/CEO

By [Signature]
Name LEON J. CHOWNIERE
Title VP - CFO

"Permittee"

CITY OF LONG BEACH, a municipal
corporation

By Rebecca G. Garner
City Manager

"City"

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

This Permit is approved as to form on 11-14, 2019.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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-

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

- 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.

	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.

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

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).

- 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.

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,

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

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

Title: ASSISTANT CITY MANAGER

Approved as to form this 19th day of July, 2001.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Everett L. Glenn, Deputy

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.

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.

- 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.

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

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.

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 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 Heliastax. 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

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 ± 0.015 MHz and one with a receiver frequency window of ± 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

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.

Exhibit "C"

Schedule of Rates for Radio Tower Tenants (As of March 1, 2019)

Multi Port	\$168.45 per month
½ Rack	\$294.79 per month
1 Rack	\$421.14 per month
1 Antenna	\$168.45 per month
Micro 2	\$252.68 per month
Micro 4	\$505.36 per month
Micro 6	\$673.82 per month
Micro 8	\$842.27 per month
Micro 10	\$1,179.18 per month

Subject to annual CPI adjustment