

**CITY OF SAN DIEGO
RIGHT OF ENTRY PERMIT**

This CITY OF SAN DIEGO RIGHT OF ENTRY PERMIT ("Permit") is entered into between The City of San Diego, a California municipal corporation ("CITY"), and AMERICAN MESSAGING SERVICES LLC, a Delaware limited liability company ("PERMITTEE"), hereinafter collectively referred to as the "Parties," to be effective when signed by the parties and approved by the San Diego City Attorney ("Effective Date"), as follows:

RECITALS

- A. CITY is the owner of certain real property (the "City Property") as more particularly described in **Exhibit A: City Property**, attached hereto, located at 1401 Broadway Avenue, San Diego, California, and commonly known as San Diego Police Department Headquarters.
- B. PERMITTEE desires to install, operate and maintain a communications facility that supports the CITY's Special Weapon and Tactical team (SWAT) and CITY's Fire Department paging system on the CITY-owned building (the "Building").
- C. PERMITTEE represents that its use of the Permit Area will enhance the CITY'S communications operations and public safety network.
- D. PERMITTEE and CITY entered into a Telecommunications Lease (LEASE) effective August 01, 2011 and terminates July 31, 2021, for the network operations for which the Permit Use shall support.

Under the terms and conditions of this Permit, CITY will allow PERMITTEE to use the Permit Area solely as provided herein.

FOR VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

As used in this Permit, the following terms shall be defined as follows:

- 1.1 **"CITY Contact"** – the CITY's designee for purposes of this Permit. The CITY Contact is currently **Carla Gresham, Property Agent**, who can be contacted at (619) 236-6729.
- 1.2 **"Permit Area"** – located on a portion of City Property, being more particularly described in **Exhibit A**.
- 1.3 **"Communications Equipment"** – means the antenna support structure, antenna equipment, cable wiring, utility lines, transmission lines, air-conditioned equipment room, back-up power sources (that may include back-up power generators with connected fuel storage tanks for emergency power), and related fixtures that PERMITTEE has constructed and maintains on the Permit Area, more particularly described and depicted in **Exhibit B**.
- 1.4 **"Communications Facility"** – a communication facility owned and operated by PERMITTEE specifically, one (1) microwave dish antenna, one (1) satellite antenna, one (1) GPS antenna and supporting Communications Equipment. One (1) transmitter and rack will

be located in radio room in building.

- 1.5 **"Permit Use"** – the non-exclusive use of the Permit Area for the purposes of installing, modifying, operating, maintaining, and removing, all at PERMITTEE'S sole cost and expense, a Communications Equipment and a Communications Facility in the Permit Area.
- 1.6 **"PERMITTEE'S Operations"** – PERMITTEE'S installation, modification, occupancy, use, and maintenance of the Permit Area.
- 1.7 **"Permit Fee"** – fees under this permit will be waived because the City will benefit from the upgrade to its existing paging system utilized by SWAT and Fire Department.
- 1.8 **"Installation of Equipment"** – installation of Communications Equipment and Communications Facility.
- 1.9 **"Security Deposit"** – an amount equal to One Thousand Dollars (\$1,000).

2. RIGHT TO ENTER

Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE, its employees, agents, and contractors to enter upon the Permit Area.

3. USE OF PERMIT AREA

PERMITTEE may use the Permit Area on a non-exclusive basis for the sole purpose of the Permit Use, and for no other purpose whatsoever without CITY'S prior written consent in each instance.

- 3.1 Time of Use. PERMITTEE may operate the Communications Facility within the Permit Area twenty-four (24) hours a day, seven (7) days a week.
- 3.2 No Nuisance. PERMITTEE shall not use the Permit Area in any manner which, in CITY'S opinion, creates a nuisance or unreasonably disturbs the quiet enjoyment of persons in the surrounding area.

4. SECURITY DEPOSIT

- 4.1 Upon execution of this Permit, PERMITTEE shall deliver the Security Deposit to CITY as security for the performance of PERMITTEE's obligations under this Permit for the Installation of Equipment. CITY shall not be liable to PERMITTEE for any interest thereon. Any interest earned from such deposit or redeposit shall not become part of the Security Deposit, but shall be and remain the property of CITY. All or any portion of the Security Deposit shall be available unconditionally to CITY to cure, in whole or in part, any breach or default of this Permit by PERMITTEE, or for expenses incurred by CITY as a result of PERMITTEE's breach or default of this Permit. Notwithstanding any other provision of this Permit to the contrary, if PERMITTEE fails or refuses to deposit the Security Deposit as required by this Permit, CITY may terminate this Permit immediately upon such breach. Upon such termination, PERMITTEE shall immediately cease its use of the Permit Area and commence and diligently pursue the removal of its property from the Permit Area.
- 4.2 Return. Provided PERMITTEE is not in breach or default of this Permit, CITY shall return the Security Deposit, or any balance thereof, to PERMITTEE within sixty (60) days after

completion of the Installation of Equipment.

5. TERM

The Term of this Permit ("Term") shall commence as of the (Effective Date) and shall terminate on July 31, 2021 ("Termination Date").

- 5.1. Holdover. Any holding over by PERMITTEE after expiration or termination shall not be considered as a renewal or extension of this Permit. The occupancy of the Permit Area after expiration or termination shall be month-to-month, and all other terms and conditions of this Permit shall continue in full force and effect.

6. REVOCABLE LICENSE

This Permit is not a lease. It is a non-exclusive license to use the Permit Area, and may be revoked at will by CITY, in its sole discretion. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY'S termination of this Permit. CITY may at all times enter upon the Permit Area.

7. RENT

Rent under this permit will be waived because the City will benefit from the upgrade to its existing paging system utilized by SWAT and Fire Department.

8. INSURANCE

8.1 PERMITTEE shall obtain and maintain throughout the term of this Permit, at its sole cost and expense, all insurance required by this Permit. PERMITTEE'S liabilities under this Permit, including without limitation PERMITTEE'S indemnity obligations, shall not be deemed limited in any way to the insurance coverage required herein. PERMITTEE'S maintenance of the required insurance coverage is a material consideration for this Permit. Notwithstanding any provision of this Permit to the contrary, if PERMITTEE fails to maintain or renew the insurance coverage required herein, or fails to deliver evidence of same to CITY, PERMITTEE shall be in default of this Permit. PERMITTEE shall not modify any policy or endorsement thereto which increases CITY's exposure to loss. PERMITTEE shall obtain and deliver to CITY's Real Estate Assets Department a current certificate of insurance and relevant endorsements for (and subject to CITY's reasonable written approval of same):

- (a) Commercial General Liability Insurance ("CGL") written on an *ISO Occurrence form CG 00 01 07 98* or an equivalent form providing coverage at least as broad which shall cover liability arising from any and all bodily injury, including death, and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence and general aggregate of Four Million Dollars (\$4,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.
- (b) Commercial Automobile Liability Insurance, providing coverage for all bodily injury, including death, and property damage on an *ISO form CA 00 01 12 90* or a later version of such form or an equivalent form providing coverage at least as broad for a combined

single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Permit.

- (c) Workers' Compensation Insurance, as required by applicable laws, for all of PERMITTEE'S employees who are subject to this Permit, with employers' liability coverage with a limit of at least One Million Dollars (\$1,000,000), including a waiver of the right of subrogation against The City of San Diego and its elected officials, officers, employees, and representatives.
- 8.1.1 Additional Insureds. To the fullest extent allowed by law, including without limitation California Insurance Code section 11580.04, each policy excluding workers' compensation and employer's liability shall include as an insured "The City of San Diego and its elected officials, officers, employees, and representatives" with respect to liability arising out of: (a) ongoing operations performed by PERMITTEE or on PERMITTEE'S behalf; (b) PERMITTEE'S products; (c) PERMITTEE'S work, including without limitation PERMITTEE'S completed operations performed by PERMITTEE or on PERMITTEE'S behalf; or (d) the Permit Area.
 - 8.1.2 Primary & Non-Contributory. The Commercial General Liability policy is primary to any insurance or self-insurance of The City of San Diego and its elected officials, officers, employees, and representatives as respects operations of the named insured. Any insurance maintained by The City of San Diego and its elected officials, officers, employees, and representatives shall be in excess of PERMITTEE'S insurance and shall not contribute to it.
 - 8.1.3 Severability of Interest. Each policy shall provide that PERMITTEE'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and shall provide cross-liability coverage.
 - 8.1.4 Qualified Insurer(s). Except for the State Compensation Insurance Fund, all insurance required by this Permit shall only be carried by insurance companies with a rating of at least "A-, VII" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY may accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (i.e., the LESLI list). All policies of insurance carried by non-admitted carriers shall be subject to all of the requirements for policies of insurance provided by admitted carriers described herein. Each insurer shall be subject to CITY's approval in each instance.
 - 8.1.5 Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of PERMITTEE shall provide CITY with a letter ("Verification Letter") confirming that PERMITTEE'S parent company has a net worth of at least \$100,000,000, which Verification Letter shall be provided to CITY within thirty (30) days after this Permit is fully executed.
 - 8.1.6 Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. The policies shall be kept in

force for the duration of the Term. Within thirty (30) days after the expiration of each insurance policy, PERMITTEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit. PERMITTEE shall provide proof of continuing insurance at least annually during the Term and otherwise upon CITY's request. If insurance lapses or is discontinued for any reason, PERMITTEE shall immediately obtain replacement insurance as soon as possible.

8.1.7 Modification. To assure protection from and against the kind and extent of risk existing with the Allowed Uses, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving PERMITTEE thirty (30) days prior written notice. PERMITTEE shall also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to the Permit Use.

8.1.8 Accident Reports. PERMITTEE shall immediately, or as soon as practicable and not more than 48 hours after PERMITTEE becomes aware of such accident, report to CITY any accident causing property damage or injury to persons on the Permit Area or otherwise related to the Permit Use. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

9. PERMITTEE'S RISK

PERMITTEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with PERMITTEE'S Operations and any damages to the improvements on, under, or in the vicinity of the Permit Area resulting directly or indirectly thereby.

10. ACCEPTANCE OF PERMIT AREA

By signing this Permit, PERMITTEE represents and warrants that it has independently inspected the Permit Area and made all tests, investigations, and observations necessary to satisfy itself as to the condition of the Permit Area and its suitability for the Permit Use. PERMITTEE further represents and warrants that PERMITTEE is not relying on any representation by CITY as to the condition of the Permit Area or its suitability for the Permit Use, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations, and observations of the Permit Area in entering into this Permit. PERMITTEE accepts the Permit Area in its current condition, and acknowledges and agrees that CITY has fulfilled all obligations CITY may have had to improve, modify, repair, replace, alter, or otherwise develop the Permit Area prior to the Effective Date. PERMITTEE shall not hold CITY responsible for any defects within the Permit Area. PERMITTEE accepts and assumes all risk of harm to all persons and property, including, without limitation, PERMITTEE'S employees, from any defects within the Permit Area, and shall be solely responsible therefor.

11. IMPROVEMENTS AND ALTERATIONS

PERMITTEE shall not construct any improvements, structures, or installations within the Permit Area, and shall not alter the Permit Area or the Communications Equipment within the Permit Area without the express written consent of CITY, which consent shall be in CITY's sole discretion. Except as required by law, CITY shall not be obligated to make any repair or assume any expense for any improvements or alterations to the Permit Area.

12. COMPLIANCE WITH LAWS AND POLICIES

- 12.1 General. PERMITTEE shall, at its sole cost and expense, comply with the requirements of all rules, regulations, ordinances, laws, and directives of governing authorities now in effect or which may hereafter be in effect, which pertain to PERMITTEE'S Operations.
- 12.2 No Discrimination. PERMITTEE shall not discriminate in any manner against any person on account of race, color, religion, gender, gender identity, gender expression, sexual orientation, medical status, national origin, age, marital status, or physical disability in PERMITTEE'S Operations, including, without limitation, the provision of goods, services, facilities, privileges, advantages, and accommodations, and the hiring of employees and contractors.

13. TELECOMMUNICATIONS PROVISIONS

- 13.1 Radio Frequency Radiation. PERMITTEE shall maintain any radio frequency ("RF") radiation associated with the Communications Facility within the levels allowed by federal regulations set forth in Section 1.1310 of CFR 47 and OET Bulletin 65. Any area within one thousand (1,000) feet of any RF transmitting antenna on the Communications Facility, casually accessible by the general public or by any worker at ground level, shall be maintained below limits stated for General Population/Uncontrolled Exposure. PERMITTEE shall report to CITY any areas discovered by PERMITTEE to exceed such federally mandated limits. PERMITTEE shall not hold CITY responsible for its radiation levels found to exceed such limits. PERMITTEE shall indemnify, defend and hold the CITY harmless for any liabilities, fines, or other penalties claimed or imposed against the CITY that result from the existence of levels of radiation that exceed such federally mandated limits, which are caused in whole or in part, or contributed to, by PERMITTEE'S Operations; provided, however, that the duty to indemnify shall not extend to any liabilities, fines, or other penalties claimed or imposed against the CITY arising from the CITY's established sole negligence or willful misconduct. Hazardous RF radiation levels may be encountered when climbing on antenna structures (refer to FCC OET Bulletin 65). Protection of employees performing service on buildings, roofs, air-conditioning equipment, water tanks, communications equipment, or any other maintenance work is of primary concern. Any areas in which such employees may be subjected to radiation levels that exceed the General Population/Uncontrolled Exposure limits must be clearly identified as required by CAL-OSHA.
- 13.2 Radio Frequency Interference. PERMITTEE shall comply with all requirements set forth in Exhibit C, which may be updated from time to time in CITY'S sole discretion. PERMITTEE warrants that PERMITTEE'S Operations shall not result in degraded performance or RF interference with any CITY-authorized uses on City property.
- 13.3 Industry Standards. PERMITTEE shall perform PERMITTEE'S Operations in adherence to industry standards set by the "Standards and Guidelines for Communications Sites" Motorola R56© Manual, located at <http://www.repeater-builder.com/antenna/site-stuff/are-fifty-six-man-2005.pdf> or any succeeding regulations or standards. In addition to the requirements of the Motorola R56© publication, PERMITTEE shall comply with the following supplemental requirements:

- 13.3.1 PERMITTEE shall remove all trash and debris from the Permit Area before and after each workday;
 - 13.3.2 Tower and structure climbing shall be done in compliance with all CAL-OSHA requirements;
 - 13.3.3 All transmitters shall have all necessary protection, such as cavity filtering and transmitter isolators, to eliminate any RF degradation of the receive signal to other users on City Property and
 - 13.3.4 PERMITTEE shall comply with the requirements set forth in **Exhibit D** with respect to PERMITTEE'S Operations. CITY may, in its sole discretion, update **Exhibit D** from time to time.
- 13.4 Other Facilities. PERMITTEE shall not access any other wireless communication facility or CITY-owned communications equipment (including any towers) on City Property without CITY'S prior consent.
- 13.5 Interference with CITY Operations or Public Use. PERMITTEE'S Operations shall not interfere with CITY operations or public use of any CITY-owned property.

14. WATER QUALITY – BEST MANAGEMENT PRACTICES

The CITY and PERMITTEE are committed to the implementation of controls (best management practices, or BMPs) to manage PERMITTEE'S Operations on the Permit Area in a manner which aids in the protection of the City of San Diego's precious water resources. It is the PERMITTEE's responsibility to identify and implement an effective combination of BMPs with respect to PERMITTEE'S Operations so as not to cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (San Diego Municipal Code sections 43.0301 to 43.0312).

Therefore, PERMITTEE shall at a minimum, implement and comply, as applicable with the Minimum Industrial and Commercial BMPs adopted under the San Diego Municipal Code section 43.0307(a).

It is ultimately the PERMITTEE's responsibility to prevent the pollutant discharges to the storm drain system. Therefore, the PERMITTEE will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.

15. WASTE, DAMAGE, OR DESTRUCTION

PERMITTEE shall immediately give notice to CITY of any fire or any other damage that occurs within the Permit Area. PERMITTEE shall not commit, or allow to be committed, any waste or injury, or any public or private nuisance, in connection with PERMITTEE'S Operations. If the Permit Area is damaged by any cause that puts the Permit Area into a condition which is not decent, safe, healthy, and/or sanitary, PERMITTEE shall make, or cause to be made, full repair of the damage and restore the Permit Area to the condition which existed prior to the damage; or, at CITY'S option, PERMITTEE shall clear and remove from the Permit Area all debris resulting from the damage and restore the Permit Area in accordance with plans and specifications previously submitted to and approved by CITY, in writing, in order to replace in kind and scope the operation which existed prior to the damage. PERMITTEE shall commence preliminary steps toward

performing repairs and/or restoration of the Permit Area as soon as practicable, but no later than thirty (30) calendar days after the occurrence of the fire or damage, and shall complete the required repairs and/or restoration of the Permit Area within one hundred eighty (180) calendar days after such occurrence.

16. HAZARDOUS SUBSTANCES

PERMITTEE shall not allow the illegal installation, storage, utilization, generation, sale or release of any Hazardous Substance or otherwise regulated substances in, on, under or from the Permit Area. PERMITTEE and PERMITTEE's agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the Permit Area without CITY's prior written consent. PERMITTEE shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.

- 16.1 Release. For all purposes of this Permit, a "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a Hazardous Substance.
- 16.2 Hazardous Substance. For all purposes of this Permit, "Hazardous Substance" shall mean any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.
- 16.3 Remediation. If PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area results in a release of a Hazardous Substance, PERMITTEE shall pay all costs of remediation and removal to the CITY's satisfaction for unrestricted reuse of the Permit Area, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- 16.4 Removal. If PERMITTEE or PERMITTEE's agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Permit Area, PERMITTEE or PERMITTEE's agent shall remove all Hazardous Substances in any type of container, equipment or device from the Permit Area immediately upon or prior to the expiration or earlier termination of this Permit. CITY reserves the right to conduct inspections of the Permit Area and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment or devices from the Permit Area. PERMITTEE shall be responsible for any and all costs incurred by CITY to remove any container, equipment or device requiring disposal or removal as required by this provision.
- 16.5 Indemnity. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary

CITY response costs; (v) all fines, penalties or fees assessed by any regulatory agency; (vi) damages for injury to natural resources, PERMITTEE's officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.

16.6 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Permit Area, PERMITTEE shall immediately notify CITY and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. PERMITTEE shall deliver a written report thereof to CITY within three (3) days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If PERMITTEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, PERMITTEE shall take all actions necessary to alleviate the danger. PERMITTEE shall immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Permit Area.

16.7 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area resulted in any Hazardous Substance being released on, from or beneath the Permit Area, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist or Registered Civil Engineer. The environmental assessment shall be obtained at PERMITTEE's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by CITY, county, state or federal laws, statutes, ordinances or regulations, or require future restricted re-use of the Permit Area, then the environmental assessment shall include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes, and estimates of the cost of such remediation or removal. PERMITTEE shall cause, or if PERMITTEE fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, then CITY may cause, the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Permit Area and compliance with environmental laws and regulations are achieved, and PERMITTEE shall pay all costs and expenses therefore.

17. SIGNS

PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising in the Permit Area without CITY'S prior written consent. If any such unauthorized item is found within the Permit Area, PERMITTEE shall remove the item at its expense within twenty-four (24) hours after notice by CITY, or CITY may thereafter remove the item at PERMITTEE's cost and expense.

17.1 Company Logos. PERMITTEE shall not display any company logo or advertising of any kind on the Temporary Communications Facility.

18. MAINTENANCE OF THE PERMIT AREA

PERMITTEE shall, at PERMITTEE's sole cost and expense and to CITY's satisfaction, maintain the Permit Area in good order and repair, and in a safe, healthy, and sanitary condition at all times during the Term, subject to normal and ordinary wear and tear resulting from the use of the Permit Area. At no time during the Term shall CITY be required to make any improvements or repairs to the Permit Area. PERMITTEE shall, at all times, keep the Permit Area free and clear of rubbish, debris, and litter.

18.1 Emergency Maintenance Procedures. The parties shall comply with the emergency maintenance procedures set forth in **Exhibit E**, including the requirement to notify the other party, in writing, of any changes to its emergency contacts and telephone numbers.

19. REPAIR

PERMITTEE shall be responsible, at its sole cost and expense, for the repair or replacement of any damage to the Permit Area caused by PERMITTEE or by PERMITTEE's work on the Permit Area, including items or property that CITY staff has determined to be damaged. PERMITTEE shall comply with the direction of CITY Contact or other competent CITY staff with respect to the method of any repairs or replacement arising under this Permit.

20. ENTRY AND INSPECTION

CITY may, at all times, enter and inspect the Permit Area.

21. UTILITIES

Utilities shall be provided and paid by CITY.

22. TAXES

PERMITTEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon PERMITTEE or the Permit Area, including the land, any buildings, structures, machinery, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by PERMITTEE, or levied by reason of PERMITTEE's Operations, including any licenses or permits. PERMITTEE acknowledges that this Permit may create a possessory interest subject to property taxation, and that PERMITTEE may be subject to the payment of taxes levied on that interest. PERMITTEE shall pay all such possessory interest taxes. PERMITTEE'S payment for such taxes, assessments, and/or fees shall not reduce any payment due CITY.

23. SUPERIOR INTERESTS

This Permit is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits, licenses, easements, and rights-of-way pertaining to the Permit Area, whether or not of record. PERMITTEE shall obtain all licenses, permits, and agreements from such third parties as may be or become necessary or reasonably advisable to allow PERMITTEE's use of the Permit Area, relative to any such superior interest. If PERMITTEE's use of the Permit Area is or becomes inconsistent or incompatible with a preexisting superior interest, PERMITTEE shall take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.

24. ENCUMBRANCES

PERMITTEE shall keep the Permit Area, and any CITY-owned property of which the Permit Area is a part, free from all encumbrances and liens of any nature which arise out of, or are in any manner directly or indirectly connected with, this Permit or PERMITTEE's Operations. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost, or expense, including, without limitation, all attorney fees and costs, relating to or charged against the Permit Area, including, without limitation, PERMITTEE's failure, or the failure of any contractor or subcontractor hired by PERMITTEE, to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.

25. ASSIGNMENT AND SUBLICENSE.

PERMITTEE shall not assign or sublicense any rights granted by this Permit or any interest in this Permit without CITY's prior written consent, which may be withheld or delayed in CITY's sole and absolute discretion. Any assignment by operation of law shall automatically terminate this Permit.

26. INDEMNIFICATION

PERMITTEE shall protect, defend, indemnify, and hold CITY and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to PERMITTEE's officers, employees, invitees, guests, agents, or contractors, which arise out of, or are in any manner directly or indirectly connected with, this Permit or PERMITTEE's Operations, and all expenses of investigating and defending against same, including, without limitation, attorney fees and costs; provided, however, that PERMITTEE's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence, or sole willful misconduct of CITY and its elected officials, officers, employees, representatives, and agents. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, PERMITTEE shall pay all of the costs related thereto, including, without limitation, reasonable attorney fees and costs.

27. OTHER GOVERNMENTAL ACTIONS

By entering into this Permit, neither CITY nor CITY's City Council is obligating itself to any governmental agent, board, commission, or agency with regard to any other discretionary action relating to PERMITTEE's Operations. Discretionary action includes, without limitation, re-zonings, variances, environmental clearances, and all other required governmental approvals.

28. REVOCATION AND TERMINATION

- 28.1 Revocation or Termination by CITY. This Permit may be revoked or terminated at any time, at will, by CITY, in CITY's sole discretion. Upon CITY's revocation or termination of this Permit, PERMITTEE shall immediately cease all operations within the Permit Area, and as soon as practicable thereafter, restore the Permit Area to the condition it was on the Effective Date, normal wear and tear excepted, and vacate the Permit Area. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY's revocation or termination of this Permit.
- 28.2 Revocation or Termination by PERMITTEE. This Permit may be revoked or terminated at any time by PERMITTEE. Upon PERMITTEE's revocation or termination of this Permit, PERMITTEE shall immediately cease all operations within the Permit Area, and as soon as practicable thereafter, but in no event later than three (3) calendar days after the expiration or earlier termination of this Permit, restore the Permit Area to the condition it was on the Effective Date, normal wear and tear excepted, and vacate the Permit Area. Revocation or termination of this Permit by PERMITTEE shall not release PERMITTEE from any obligation or liability incurred/accrued, excepting monthly rent payments for time periods after which PERMITTEE has removed itself from, and restored, the Permit Area.
- 28.3 Cumulative Remedies. CITY's rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.
- 28.4 Waiver. The property constituting the Permit Area is publicly owned and held in trust for the benefit of CITY's citizens. CITY's failure to insist upon the strict performance of any of PERMITTEE'S obligations under this Permit, in one or more instances, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. CITY's waiver of a default shall not be a waiver of any other default. Any waiver of a default must be in writing and executed by CITY to constitute a valid and binding waiver. CITY's delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Permit, at law or in equity. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other right or remedy for the same default or for another or later default. CITY's acceptance of any rents shall not be a waiver of any default preceding the rent payment. CITY's failure to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY may, at any and all times, require the cure of the default.

29. OWNERSHIP OF IMPROVEMENTS AND PERSONAL PROPERTY

- 29.1 Personal Property. PERMITTEE shall remove PERMITTEE-owned machines, appliances, equipment, and other items of personal property upon the expiration of this Permit, or as soon as practicable after termination, but in no event later than three (3) calendar days after the expiration or earlier termination of this Permit. If any removal of such personal property by PERMITTEE results in damage to the Permit Area, PERMITTEE shall repair all such damage at PERMITTEE's sole cost and expense. If PERMITTEE fails to remove any such items more than three (3) calendar days after the expiration or earlier termination of this Permit, CITY may, at its option, remove such items at PERMITTEE's sole cost and

expense.

- 29.2 Late Removal. PERMITTEE shall pay rent to CITY, calculated on a per diem basis, at a rate three (3) times the rental rate in effect immediately prior to the expiration or earlier termination of this Permit for any period of time needed to remove any improvements or personal property from the Permit Area, whether by CITY or PERMITTEE, after the expiration or earlier termination of this Permit.

30. NOTICES

Any notice required or permitted to be given under this Permit shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to PERMITTEE at PERMITTEE'S Address for Notices, and to CITY as follows:

If to PERMITTEE:

American Messaging Services LLC
1720 Lakepointe Drive, Suite 100
Lewisville, TX 75057

If to CITY:

City of San Diego
Real Estate Assets Department
Attention: Real Estate Assets Director
1200 Third Avenue, Suite 1700, MS 51A
San Diego, CA 92101-4155

31. MISCELLANEOUS PROVISIONS

- 31.1 Governing Law. This Permit shall be governed, construed, and enforced in accordance with the laws of the State of California.
- 31.2 Entire Understanding. This Permit constitutes the entire understanding between the Parties and supersedes any and all prior understandings, representations, warranties, and agreements between them pertaining to this Permit and PERMITTEE's Operations.
- 31.3 No Affiliation. Nothing contained in this Permit shall be deemed or construed to create a partnership, joint venture, or other affiliation between the Parties, or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.
- 31.4 Joint and Several Liability. If PERMITTEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of PERMITTEE under this Permit.
- 31.5 CITY'S Consent or Approval. Whenever required under this Permit, CITY's consent or approval shall mean the written consent or approval of the San Diego City Mayor, or his designee, unless otherwise expressly provided, without need for further resolution by the City Council. CITY's discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided.

- 31.6 Permit Modifications. Any modification, alteration, or amendment of this Permit shall be in writing and signed by the Parties.
- 31.7 Survival. Any obligation under this Permit that requires a party's performance of that obligation after the expiration or earlier termination of this Permit shall survive such expiration or termination.
- 31.8 Legal Proceedings. If, as a result of an action brought by or against PERMITTEE in connection with this Permit, CITY intervenes therein, becomes a party, or is made a party thereto, PERMITTEE shall pay all of CITY's costs and expenses thereof, including without limitation reasonable attorney fees and costs.
- 31.9 Number and Gender. In this Permit, words in the singular number shall include the plural, and *vice versa*, as appropriate to the context. Words of either gender shall include the other gender.
- 31.10 California Public Records Act. CITY shall determine in its sole discretion, whether information provided to CITY by PERMITTEE pursuant to this Permit is or is not a public record subject to disclosure under the California Public Records Act ("CPRA"). PERMITTEE shall hold CITY, its elected officials, officers and employees harmless for CITY's disclosure of any such information in response to a request for information under the CPRA.
- 31.11 Authority to Execute and Deliver Permit. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he or she is authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid, and such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association, in good standing in its home state, and that such entity is qualified to do business in the State of California.
- 31.12 Prevailing Wages. Prevailing wage applies as set forth in Exhibit F, attached hereto.
- 31.13 Exhibits Incorporated. All exhibits referenced in this Permit are incorporated into the Permit by this reference.

IN WITNESS WHEREOF, this Permit is executed by CITY and PERMITTEE, to be effective as of the Effective Date.

Date: 12/12/17

THE CITY OF SAN DIEGO, a California municipal corporation

By [Signature]
Cybele Thompson
Director, Real Estate Assets

Date: 12/7/17

PERMITTEE: AMERICAN MESSAGING SERVICES LLC, a Delaware limited liability company

By [Signature]
(Print Name) Dave Andersen
(Title) President & COO

ENVIRONMENTAL ANALYSIS SECTION:

This activity has been determined to be exempt from CEQA pursuant to CEQA Section 15301(a) (Existing Facilities).

Date: 12.12.17

By [Signature]

Name: ~~Rebecca Malone~~ Alyssa Muto
Title: ~~Environmental and Resource Analysis Planner~~
Deputy Director of Environment and Policy Analysis
Planning Department

APPROVED AS TO FORM:

Date: 12-12-17

MARA W. ELLIOTT, City Attorney

By [Signature]
Hilda R. Mendoza, Deputy City Attorney

Exhibit A:
City Property

PERMITTEE Site Name: San Diego Police Department

Location: 1401 Broadway, San Diego, CA 92101 (equipment will be placed on rooftop and in radio room)

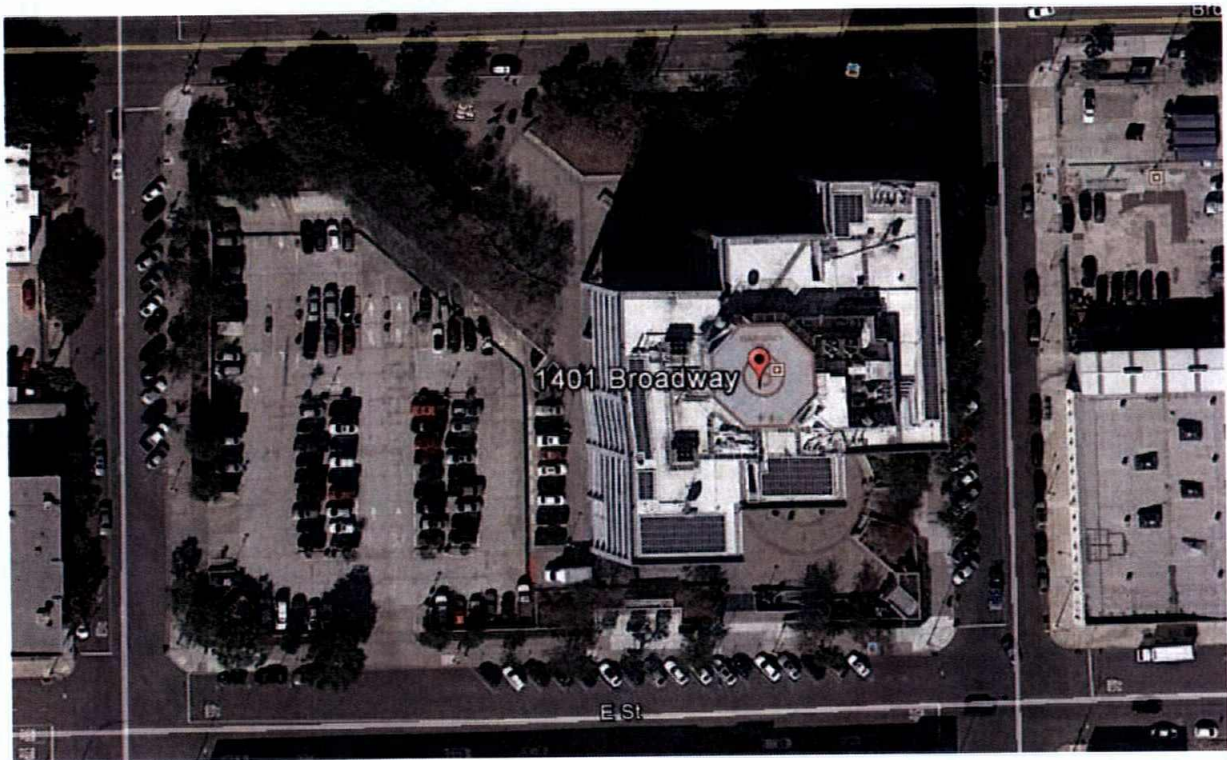


Exhibit B:
Scope of Work and Equipment



SOW
SAN DIEGO POLICE DEPARTMENT
INSTALLATION PROJECT PLAN

Includes: Wide Area Paging Transmitter System (SYS16),

Objective of the project:

To install 900 MHz. paging transmitters to enhance coverage at the Police Headquarters building and surrounding campus on 1401 Broadway.

Completion Date:

Estimated Feb-2017

Summary:

American Messaging (AMS) will cover the cost for all the equipment pertaining to the Paging System, cables, connectors, and antennas. AMS- will install 1 transmitter in designated 19" open-racks in Radio room located in the Penthouse occupying 36" of space on the rack. AMS will mount Antenna, satellite dish and GPS antenna and terminate cables. There will be no need for any construction work, roof penetration or coring. Cables will be routed through existing conduits.

Pre Installation Requirements

- Police Department, to dedicate 120V 5A outlet
- 1 POTS lines to radio room for alarm monitoring
- Will arrange access to allow AMS and Contractor bring in all the equipment and materials to run cables, mount pole, antenna's and dish.
- Cables are
 - 1 1/2" Heliax
 - 1 1/4" RG58
 - 1 3/8" GPS



Transmitter Activation

Once Paging Systems has been installed and optimized we will perform a site walk around the building to test for optimal coverage.

Time Frame

Pending Engineering approval



DESCRIPTION OF EQUIPMENT

I PURPOSE OF EQUIPMENT: **Paging signal enhancement**

2. TRANSMITTERS CABINETS (1) -

- | | | | |
|----|----------------------------------|---|---|
| A. | Location: | Electrical Closet | |
| B. | Cabinet Sizes: | ☐ 72" x 24" 24" | ☒ 46" x 24" x 24" |
| | ☐ RU Rack | | |
| C. | Cabinet Weights: | 0 | |
| D. | Power Consumption: | 1500 watts / hr | |
| E. | Emergency Batteries: | ☒ Yes | ☐ No |

III TRANSMIT ANTENNAS (1) -

- | | | |
|---|--------------|------------------------------|
| A | Location: | Roof Top |
| B | Mountings: | end or stairwell on roof top |
| C | Type: | ANDREW DB589-Y |
| D | Size: | 120" |
| E | Weight: | 11LBS |
| F | Frequencies: | Sys 16 |

IV RECEIVE ANTENNA / GPS ANTENNA

- | | | | | | |
|----|--------------|--|------------------------------------|--|-------------------------------------|
| A. | Location: | Roof | | | |
| B. | Mountings: | Antenna Mast | | | |
| C. | Type: | Channel Master | ☐ Model 750 | ☒ Model 1000 | ☐ Model 1200 |
| D. | Size: | | .75 Meter | 1.0 Meter | 1.2 |
| | Meter | | | | |
| E. | Weight: | | 10 lbs | 14 lbs | |
| | 15 lbs | | | | |
| F. | Frequencies: | 14550 Mhz | | | |
| G. | GPS | San Jose Navigation SA-300 (4.5" x 2.9") | | | |

V CABLEING

- A Type: ☒ LDF4-50A ☐ LDF5-50A ☒ Belden 9116 ☒ RG58-U (for GPS)
B Size: ☒ 1/2" Helix ☐ 7/8" Helix ☐ 1" CATV

VI SPECIAL CONSTRUCTION CONSIDERATIONS

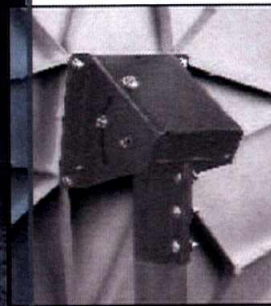
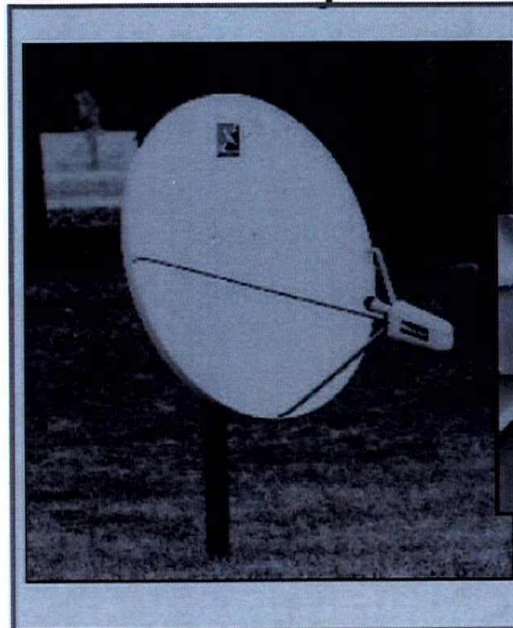
- ☐ AMSI to provide POTS telephone line for remote monitoring and testing
- ☒ Customer to provide POTS telephone line for remote monitoring and testing
- ☐ AMSI to provide dedicated electrical receptacle
(120 Volt AC, 20 Amp, 5352 type receptacle, 1 circuit per transmitter)

- ☒ Site Owner provide dedicated electrical receptacle
(120 Volt AC, 20 Amp, 5352 type receptacle, 1 circuit per transmitter)
- ☐ Site Owner requires antenna cables to be routed through EMT electrical conduit
(Costs to be negotiated outside of normal installation costs)
- ☐ Site Owner requires concrete penetrations to be performed by concrete sawing / coring contractor
(Costs to be negotiated outside of normal installation costs)



TYPE 100

1.0m Receive-Only Offset Antenna System



*Sturdy Az/EI mount with
elevation scale*

FEATURES

- One-piece thermoset-molded offset reflector.
- Single bolt fine elevation adjustment.
- Galvanized .75 in. O.D. feed support legs.
- Factory pre-assembled mount.
- Cadmium-plated hardware for maximum corrosion resistance.
- Available with a wide variety of Ku-Band feeds.

DESCRIPTION

The Channel Master® Type 100 Offset Antenna is a rugged commercial grade product suitable for the most demanding applications. The reflector is thermoset-molded for strength and surface accuracy. Molded into the rear of the reflector is a network of support ribs which not only strengthens the antenna, but also helps to sustain its critical parabolic shape.

The Az/EI mount is constructed from heavy-gauge steel to provide a rigid support to the reflector. The Az/EI mount secures the antenna to either a 2.38 in. or 3.00 in. O.D. mast and prevents slippage in high winds. A specially formulated powder paint process offers excellent protection from weather-related corrosion.

SPECIFICATIONS

TYPE 100

1.0m Receive-Only Offset Antenna System

RF PERFORMANCE

Effective Aperture	1.0m (40 in.)
Operating Frequency	10.95 - 12.75 GHz
Polarization	Linear (Circular Optional)
Gain @ 11.95 GHz	40.5 dBi (Typical)
3 dB Beamwidth	1.95°
Antenna Noise Temperature @ 30° El	25°K (Typical)
VSWR	1.3:1 Max.
Cross-Polarization Discrimination (Linear)	>30 dB On Axis
Feed Interface	WR-75

MECHANICAL PERFORMANCE

Reflector Material	Glass Fiber Reinforced Polyester
Antenna Optics	One-Piece Offset Feed Prime Focus
Mount Type	Elevation over Azimuth
Elevation Adjustment Range	10°-70° Continuous Fine Adjustment
Azimuth Adjustment Range	360° Continuous
Mast Pipe Interface	2.38 in. (60 mm) or 3.00 in. (76 mm) Diameter
Wind Loading	50 mi/h (80 km/h)
	125 mi/h (200 km/h)
Temperature	-50°C to 80°C
Humidity	0 to 100% (Condensing)
Atmosphere	Salt, Pollutants and Contaminants as Encountered in Coastal and Industrial Areas
Solar Radiation	360 BTU/h/ft²
Shock and Vibration	As Encountered During Shipping and Handling



US Sales Office
Smithfield, North Carolina USA
Phone: (919) 989-2205
Fax: (919) 989-2200
e-mail: cmvsales@cmnc.com

Germany Sales Office
Pforzheim, Germany
Tel: +49 (0) 7231-14557-0
Fax: +49 (0) 7231-14557-10
e-mail: cmi@channel-master-int.com
Web: <http://www.channelmaster.com>

	DB589-Y Omni Antenna	DECIBEL® Base Station Antennas
---	---	---

- Light weight, low profile omni, ideal for low to moderate gain applications
- Integral dual purpose mount allows top or side mounting
- Lightning resistant, with large diameter conductor extending top to bottom
- Invert mountable

ELECTRICAL

Frequency (MHz) : 890 - 960
 Polarization : Vertical
 Gain (dBd/dBi) : 9/11.1
 Azimuth BW (Deg.): 360
 Elevation BW (Deg.): 9
 Beam Tilt (Deg.): 0
 VSWR : <1.5:1
 Max. Input Power (Watts) : 300
 Impedance (Ohms) : 50
 Lightning Protection : DC Ground

MECHANICAL

Weight : 5.2 kg (11.5 lb)
 Dimensions (LxOD) : 2,794 x 51 mm
 (110 x 2 in)
 Max. Wind Area : 0.07 m² (0.8 ft²)
 Max. Wind Load (@ 100 mph) : 178.1 N (39.6 lbf)
 Max. Wind Speed : 201 km/h (125 mph)
 Hardware Material : Stainless Steel
 Connector Type : N - Type Female
 (1, Bottom)
 Color : Horizon Blue
 Standard Mounting Hardware : V-Bolts



Andrew Corporation
 2601 Telecom Parkway
 Richardson, Texas U.S.A 75082-3521
 Tel: 214.631.0310

Fax: 214.631.4706
 Toll Free Tel: 1.800.676.5342
 Fax: 1.800.229.4706
 www.andrew.com

* - Indicates Typical
 7/14/2005
 dbtech@andrew.com

Information correct at date of issue but may be subject to change without notice.



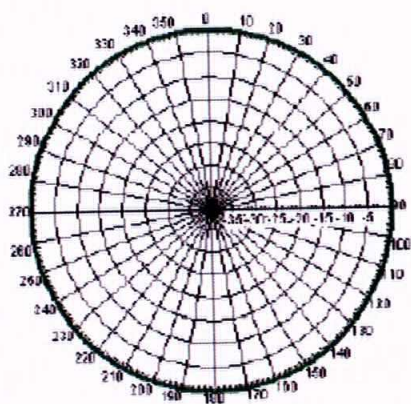
DB589-Y

Omni Antenna

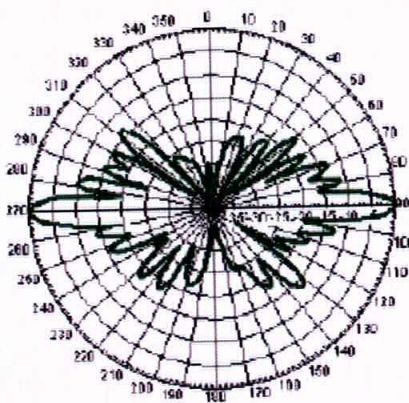
DECIBEL
Base Station Antennas

AZIMUTH PATTERN

ELEVATION PATTERN



Freq: 948 MHz, Tilt: 0



Freq: 948 MHz, Tilt: 0

Andrew Corporation
2601 Telecom Parkway
Richardson, Texas U.S.A 75082-3521
Tel: 214.631.0310

Fax: 214.631.4706
Toll Free Tel: 1.800.676.5342
Fax: 1.800.229.4706
www.andrew.com

Information correct at date of issue but may be subject to change without notice.

* - Indicates Typical
7/14/2005
dbtech@andrew.com

Table 1-2: Unit Sizes (Sheet 2 of 2)

Frequency (MHz)	Power Output (W)	New Model Number (Old Model Number)	Dimensions (Track and Mount) (H x W x D)	Weight
927-941	300 W (variable to 100 W) ²	PT1173 ¹ high power (42-72 Vdc power supply)	14 x 19 x 20 in. 36 x 48 x 51 cm	105 lb 48 kg
927-941	300 W (variable to 100 W) ²	PT1174 ¹ high power (23-34 Vdc)	14 x 19 x 20 in. 36 x 48 x 51 cm	105 lb 48 kg

1. Not available in the Peoples Republic of China.
2. Measured at output of PA cable.

Table 1-3: Cabinet Capacity

Cabinet Options	Cabinet Dimensions (H x W x D)	Cabinet Weight	Maximum Number of Stations
X92	25 x 22 x 21.25 in. 64 x 56 x 54 cm	59 lb 27 kg	Two 8.75 in. standard power models One 14 in. high power model
X308	46 x 22 x 21.25 in. 117 x 56 x 54 cm	125 lb 57 kg	Four 8.75 in. standard power models Two 14 in. high power models
C307 (Indoor)	70 x 23.8 x 21.5 in. 178 x 60 x 55 cm	200 lb 91 kg	Five 8.75 in. standard power models Three 14 in. high power models

Table 1-4: Power Consumption

Frequency (MHz)	Standard or High Power	Operating State	AC Power (120 V, 60 Hz)	AC with Battery Revert (24 Vdc)	DC Power ($\pm$ 48/60 Vdc)
132-154	Standard	Transmit Standby	472 W 66 W	422 W 66 W	525 W 77 W
150-174	Standard	Transmit Standby	472 W 66 W	422 W 66 W	525 W 77 W
144-160	High	Transmit Standby	1180 W 133 W	NA	1270 W 85 W
158-174	High	Transmit Standby	1180 W 133 W	NA	1270 W 85 W
276-284	Standard	Transmit Standby	540 W 66 W	500 W 66 W	515 W 77 W
276-284	High	Transmit Standby	1245 W 133 W	NA	1200 W 89 W
438-470	Standard	Transmit Standby	593 W 66 W	550 W 66 W	605 W 77 W
927-941	Standard	Transmit Standby	593 W 66 W	550 W 66 W	605 W 77 W
927-941	High	Transmit Standby	1546 W 133 W	NA	1422 W 89 W

Exhibit C:
Interference Protection Requirements

- a. Interference. Prior to the Effective Date or at any time during the Term of this Permit, PERMITTEE may be required to provide an intermodulation report ("Report") to CITY. This Report shall include the calculation parameters used to compile the Report, all intermodulation "hits," a brief description of the results of the intermodulation calculations; a list of possible interference situations that may result from PERMITTEE's Operations; transmission frequencies that are currently being operated on City Property and similar or other relevant data from other permittees/lessees/users operating on-site. The information required to compile the Report, including intermodulation parameters and currently known transmission frequencies on City Property may be obtained from CITY's General Services Department, Communications Division. CITY is not responsible for any omitted data provided for the purpose of creating the Report. The Report shall be provided to CITY's General Services Department, Communications Division ("GSDCD"), Attention: Senior Communications Engineer.
- b. City of San Diego Land Radio/Electronic Use "ON THE AIR" Test Instructions and Procedures. For the purpose of confirming interference situations calculated by the Report and for the discovery of any other actual interference situations, on-premises, pre-installation or pre-use tests may be required. The tests will determine whether or not radio frequency interference or degraded performance will result to any existing authorized radio/electronic type uses on City Property.
 - (1) PERMITTEE shall notify all permittees/lessees/users at the on City Property of the tests and details of the tests, at least fourteen (14) calendar days in advance of the test. A listing of all permittees/lessees/users operating on the property may be obtained from CITY and used to compile a notification list.
 - (a) The notification shall be in the form of a letter to each listed permittee/lessee/user giving a technical data summary of the test and shall specify the date and hour the test will start. The letter of notification shall request the permittees/lessees/users to have a qualified representative present for the test to observe for possible interference problems and with authority to sign an interference or noninterference certification on behalf of the permittee/lessee/user. Technical Data Summary and Test Results Certification sheets are included below.
 - (b) A copy of these instructions, "City of San Diego Radio/Electronic Land Use On-The-Air Test Instructions and Procedures" shall be attached to each notification and it shall be noted in the notification letter.
 - (c) Notification to permittees/lessees/users shall be sent via U.S. Mail, pre-paid First-Class postage, certified return receipt requested or hand delivered.
 - (d) The notification letter to the GSDCD Senior Communications Engineer shall include a list of all permittees/lessees/users notified.
 - (2) Following the completion of the tests, PERMITTEE shall provide a letter to the GSDCD Senior Communications Engineer stating the test results obtained from each permittee/lessee/user participating in the test and a list of those permittees/lessees/users who did not respond.

- (3) If a notified permittee/lessee/user fails to send a qualified representative to observe and participate in the tests, it will be assumed by CITY that the permittee/lessee/user has assured itself that their operations will not be affected.
- (4) It shall be the responsibility of PERMITTEE to make complete arrangements and conduct all tests in accordance with applicable Federal/FCC Rules and Regulations.

c. On-The-Air Tests - Technical Details

Pre-installation or pre-use on-the-air tests shall be conducted by the PERMITTEE under the following technical conditions:

- (1) The PERMITTEE's transmitting and/or receiving equipment shall be of the type planned for final use on City Property.
 - (a) The transmitted RF power shall be the maximum to be used and authorized on City Property.
 - (b) On-the-air transmitter tests shall include the use of full allowable modulation.
 - (c) Antenna height(s), location(s) and type(s) shall be the same or comparable to the final installation plan.
- (2) Tests shall include on-the-air operation of all participating transmitter(s) and receiver(s) in all possible combinations with the PERMITTEE's electronic equipment.
- (3) All tests shall include testing with all frequencies planned for use by the PERMITTEE on City Property.

d. Radio Frequency Interference to City Radio Equipment

The radio equipment use proposed by PERMITTEE shall not directly or indirectly result in degraded technical performance of the CITY's existing radio equipment installed on City Property or used in the general area. Resulting degraded technical performance in this instance will include, but is not limited to:

- (1) Detectable or measurable received intermodulation;
- (2) Audio distortion or noise; and
- (3) Receiver desensitization in excess of 3.0 dB with respect to 12dB SINAD test.

e. Modifications to Equipment

PERMITTEE shall notify CITY prior to modifications to transmitting equipment that will change effective radiated power, transmitter frequency, transmitter modulation, or transmitter spurious and harmonic emissions. These modifications may require retest using this "ON THE AIR" testing procedure and the newly proposed equipment.

f. Resulting Interference

Should an interference problem occur on City Property or in the nearby surrounding area as a result of PERMITTEE's Operations, PERMITTEE shall initiate mutually agreeable actions among the affected parties to mitigate or resolve the interference problem. CITY may recognize the right of prior authorized permittees/lessees/users and withhold approval or disallow use of a new, retuned, or modified installation pending settlement of the interference problems between PERMITTEE and other authorized users. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of CITY withholding approval and PERMITTEE waives any claim for expense or loss which PERMITTEE might incur as a result of CITY withholding approval.

TECHNICAL DATA SUMMARY

One form to be completed per transmitter and supplied to all permittees/lessees/users operating at the facility.

DATE:

LOCATION:

APPLICANT:

CALL SIGNS:

CONTACT NAME:

PHONE:

TRANSMITTER

RECEIVER

Manufacturer:

Manufacturer:

Model:

Model:

Emission:

Radiated ERP:

Transmit Frequency

Receiver Frequency

CTCSS or DCS

1. 776 - 787 MHz

1.746 - 757 MHz

1. _____

2. 880 - 894 MHz

2. 835 - 848 MHz

2. _____

3. 1985 – 1990 MHz

3. 1905 – 1910 MHz

3. _____

4. 2140-2155 MHz

4. 1740-1755 MHz

4. _____

ANTENNA

TRANSMIT CAVITY FILTER ISOLATOR

Make:

Model/Type: Gain =

Azimuth:

REMARKS: FCC licensed ERPs = 1000W for 700 Mhz, 500W for 850 MHz, 1000W for 1900 MHz, 1000W for 2100 MHz

TEST RESULTS CERTIFICATION

Top section is to be completed and supplied to all permittees/lessees/users operating on the property
Bottom section is to be completed by each existing permittee/lessee/user after testing is finished.

SUBJECT: "ON THE AIR" interference testing

SITE LOCATION _____

FREQUENCY _____

DATE OF TEST _____

TIME OF TEST _____

PROPOSED TRANSMITTER OWNED BY _____

TEST PERFORMED BY _____

Permittee/Lessee/User:

"On-the-air" interference testing has been completed at the above-stated site location. A qualified representative was present for the test to observe for possible interference problems.

With regard to the above test, this is to certify that objectionable radio frequency interference did ☐
did not ☐ result during this test.

Details of interference: (if applicable)

Proposed technical resolution: (if applicable)

(Tenant)

(Tenant's Representative)

(Date)

Exhibit D:
Installation Standards

- a. All waveguide and coaxial cable runs shall be installed and supported on the tower, cable ladder, and ice bridges using equivalent hardware and methods to those currently used on site.
- b. All waveguide and coaxial cable shall be installed in a neat manner with sweeping bends and straight runs on the tower cable ladder and ice bridges.
- c. Three ground kits shall be installed as follows: Near the antenna, where the coax transitions to horizontal at the junction between the cable ladder and ice bridge, and where the cable enters the building. Grounds shall be installed to shunt any lightning directly to earth ground.
- d. All antenna mounts and hardware utilized on towers and structures shall be hot-dip galvanized or stainless steel and of standard manufacture.
- e. All drawings submitted for installation approval shall clearly show the following items:
 - (1) A plot plan of the site to include the building and tower location with the proposed equipment shown in its proposed location.
 - (2) A tower drawing clearly showing the location of the proposed antenna and the routing of the waveguide or coax cable specifying grounding locations.
 - (3) If equipment is to be located inside the building, a drawing shall be provided showing the rack location of the equipment, an elevation drawing of the rack, and a plot plan of the equipment installed in the rack.
 - (4) A list of all equipment to be installed shall be provided. This list shall include the type and manufacturer of equipment, RF frequency, RF power, modulation type, RF filtering, antenna type, antenna model, antenna gain and azimuth, waveguide and/or coax cable length and AC power requirement including any HVAC.
- f. All transmitters shall have necessary protection to eliminate any RF degradation of the receive signal to any other user on the site, such as filtering and isolators.
- g. To minimize the number of antennas and waveguide or coax cables to be mounted on the tower, transmitter combining will be required whenever possible.
- h. All cabinets and racks shall be grounded to the site grounding system.
- i. Should CITY determine that a tower loading analysis is required, the requesting user shall have the tower analysis done at its expense and provide CITY with information on how the additional load to the tower will affect tower structural integrity.
- j. Tower Climbing: All tower climbing shall be done in compliance with all CAL-OSHA requirements.
- k. RF Radiation: Hazardous RF radiation levels may be encountered when climbing on existing antenna structures. Refer to FCC OET Bulletin 65. When it is necessary to climb on the antenna structure for installation or maintenance, contact the CITY'S General Services Department, Communications Division ("GSDCD") Fixed Maintenance Supervisor at (619) 525-8650 for shutdown scheduling and

procedures. Any equipment installed on City Property may at times require shutdown to allow maintenance personnel to access the antenna structure.

- l. PERMITTEEs shall provide CITY with shutdown procedures and 24-hour contact names and telephone numbers. In addition, should changes be made to the contact names and telephone numbers, the CITY shall be notified at least ten (10) calendar days before the change.
- m. Access: For access to the site, contact the GSDCD Fixed Maintenance Supervisor at (619) 525-8650. Keys will be issued as required. **DO NOT DUPLICATE KEYS.**
- n. Security: All sites are alarmed with silent alarms and monitored twenty-four (24) hours per day by the Public Service Dispatch Center. When entering or leaving a building, call (619) 527-7660 or use the order wire dial #13 and identify yourself. Police respond to all unanswered alarms.
- o. Cleanup: All trash and debris shall be removed from the site at the end of each work day and upon completion of the project.
- p. A detailed construction schedule shall be provided to GSDCD prior to any installation work.

Exhibit E:
Emergency Maintenance Procedures

If PERMITTEE discovers that any of the antennas or related equipment on the Communications Facility are damaged, PERMITTEE shall immediately notify **CITY's Station 22 at (619) 527-7660**.

If CITY discovers that any of the antennas or related equipment on the Communications Facility are damaged, CITY shall immediately notify **PERMITTEE's Call Center at _____**

If PERMITTEE'S Operations cause any interference to CITY'S telecommunication equipment and/or system, CITY may require the Communications Facility to be moved to another location on City Property.

PERMITTEE shall not unreasonably interfere with pedestrian or vehicle traffic in conducting PERMITTEE'S Operations.

If a party changes its emergency contact telephone information, that party shall immediately notify the other party of the new contact information at the telephone number provided above, and, within ten (10) calendar days, provide the other party with written notice of the new contact information, in accordance with this Permit.

Exhibit F:
Prevailing Wages

Prevailing Wage and Living Wage. By signing this Agreement, the PERMITTEE certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing work or services.

- a. **Prevailing Wage.** Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Permit is subject to State prevailing wage laws. For construction work performed under this Permit cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Permit cumulatively exceeding \$15,000, the PERMITTEE and its contractors and subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.
 - (1) **Compliance with Prevailing Wage Requirements.** Pursuant to sections 1720 through 1861 of the California Labor Code, the PERMITTEE and its contractors and subcontractors shall ensure that all workers who perform work under the Permit are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.
 - a. Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The PERMITTEE and its contractors and subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
 - b. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of the Permit. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to the Permit in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of the Permit, each successive predetermined wage rate shall apply to the Permit on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of the Permit, such wage rate shall apply to the balance of the Permit.

- (2) Penalties for Violations. The PERMITTEE and its contractors and subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 - 1861.
- a. Payroll Records. The PERMITTEE and its contractors and subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. The PERMITTEE shall require its contractors and subcontractors to also comply with section 1776. The PERMITTEE and its contractors and subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. The PERMITTEE is responsible for ensuring its contractors and subcontractors submit certified payroll records to the City. The PERMITTEE, its contractors and subcontractor shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.
- b. Apprentices. The PERMITTEE and its contractors and subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. The PERMITTEE shall be held responsible for their compliance as well as the compliance of their contractors and subcontractors with sections 1777.5, 1777.6 and 1777.7.
- c. Working Hours. The PERMITTEE and its contractors and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.
- b. Required Provisions for Subcontracts. The PERMITTEE shall include at a minimum a copy of the following provisions in any contract they enter into with a contractor or subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.
- e. Labor Code Section 1861 Certification. The PERMITTEE in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing the Permit, the PERMITTEE will certify that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that

code, and I will comply with such provisions before commencing the performance of the work of this Permit."

- f. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.
- g. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Labor Code section 1725.5. In accordance with Labor Code section 1771.1(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 2103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."
 - (1) A contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.
 - (2) A contract entered into with any contractor or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of section 1725.5 of this section.
 - (3) By submitting a bid or proposal to the City, Contractor is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Contractor shall provide proof of subcontractor registration to the City upon request.