



THE CITY OF SAN DIEGO

October 2, 2000

Files: Property File - N/A
Agreement File - 800 Mhz Project - RCS
Job: 221722-001

County of San Diego
Regional Communication System (RCS)
9335 Hazard Way, Suite 105
San Diego, CA 92123

Attention: Mr. Curt Munro

Re: Agreement - For Portion of Black Mountain Communication Site

The City of San Diego ("City") hereby grants permission to the County of San Diego Regional Communication System ("County") to enter upon the above-referenced property ("communication site"), as delineated on the attached Exhibit "A," upon the following terms and conditions:

1. This agreement is granted with the understanding and condition that this use will not interfere, in any way, with other users located in or around the communication site or the operations of the Information and Technology Department. If the City determines the condition of the property is unsatisfactory or if City believes that continued use of this agreement would expose City to undue risks of liability, City may, without penalty or liability, immediately terminate this agreement.
2. County's use of the communication site shall be limited to the placement of 800 Mhz communication system antennas on City's Black Mountain Communications Complex. The location and placement of the antennas are more specifically described in the site plans marked as Exhibit "C". The City reserves the right to use the remainder of the parcel as it deems fit. In the event such use or future use will involve the placing of a structure on the parcel which will interfere with County's operations, City will provide County ninety (90) days prior written notice of such intended use.

- 1 -



Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706



3. Consideration to City for granting this agreement shall be \$775.00 monthly rent commencing on the effective date hereof. Rent is payable at the office of the City Treasurer on or before the first day of each month. The first and last month's rent will be prorated as necessary to achieve payment on the first of the month. Payments postmarked or paid in person after the first of the month will be subject to a 5 percent late charge if 1 to 15 days past due, and to an additional 5 percent late charge if 16 or more days past due. In no event shall the late charge be less than \$25. County agrees that it will not modify, replace, add or remove equipment without the prior written authorization from City Real Estate Assets Division.
4. This agreement shall be in effect on the first day of the calendar month following execution by City and shall in no event exceed a total period of 3 (three) years.
5. Upon the effective date of this Permit, County shall include the communication site in its program of liability self-insurance, covering County's occupancy and use thereof. Evidence of such program of self-insurance shall be evidenced by a "Statement of Coverage" issued by County to City upon execution of this Agreement.
6. County agrees to defend, indemnify, protect, and hold the City, its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to County's employees, invitees, guests, agents, or officers, which arise out of or are in any manner directly or indirectly connected with the development or operation of the communication site or the work and operations to be performed by County, its employees, invitees, guests or agents under this agreement, and all expenses of investigating and defending against same; provided, however, that County's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the City, its agents, officers, or employees.
7. County agrees not to discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in County's use of the communication site, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
8. All risks in connection with County's use of the communication site and any damages to the improvements thereon, thereunder, or in the vicinity thereof shall be borne in full by County to the extent attributable to County's use. Upon 30 days

written notice, County shall at its expense, repair any damage occurring during construction and/or installation and/or during operations of the communication site.

9. County shall not use the communication site in any manner which, in the opinion of the City Manager, creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area.
10. This agreement is revocable at any time on ninety (90) days prior written notice by either party, except in the case of a breach of the terms of this agreement, where as, this agreement shall be subject to immediate termination. It is mutually agreed that the City of San Diego shall not be obligated for any loss, financial or otherwise, which may be incurred by County as a result of termination of this agreement, and, further, that County expressly waives any claim for expense or loss which County might incur as a result of termination of this agreement.
11. County shall at its sole cost and expense comply with all the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the communication site. Each radio or electronic transmitter covered by this agreement shall be operated by the holder of a current and valid Federal Communications Commission (FCC) license or Interdepartmental Radio Advisory Committee (IRAC) authorization applicable thereto. A legible copy of each applicable license or authorization shall at all times be posted on the cabinet or rack of each transmitter being operated. Each such copy shall indicate each person or entity authorized under the license of authorization to operate the transmitter.
12. Upon expiration or earlier termination of this agreement at the direction of City, County shall at its sole cost remove all materials and repair and/or restore the communication site to its original condition, including any hazardous or toxic waste remediation, to the satisfaction of the City Manager.
13. County shall not sublease or assign any rights granted by this agreement nor any interest therein without the prior written approval of the City Manager. Approval of any such proposed assignment may be withheld in the sole and absolute discretion of the City Manager. Any assignment by operation of law shall automatically terminate this agreement.
14. No signs shall be displayed on the communication site without the prior written consent of the City Manager.

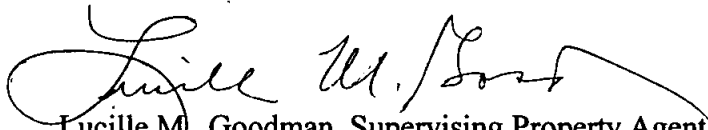
15. Maintenance of the communication site shall be the sole responsibility of County during the entire term of this agreement.
16. County agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the communication site.
17. Beginning with the second year of this agreement and continuing each year thereafter, the agreement fee will be increased annually on the commencement date defined in item 4 (four) of this agreement. The monthly increase shall be 6% (Six percent) of the preceding year's monthly agreement fee.
18. County agrees that City and its agents may enter the communication site at any and all reasonable times to inspect the same, to maintain any service provided by City to County hereunder, to make such repairs, alterations, additions and improvements which City shall consider necessary for the protection, improvement or preservation of communication site or as may be required by this agreement or by law, and otherwise to protect any and all rights of the City. During the course of any permitted entry to the communication site, City shall not alter, tamper with, adjust, move, or otherwise affect the equipment or the operation thereof without prior notice to County, except in the event of an emergency.
19. City will not be liable for the following: (i) any loss or damage to the property of County or of others in or on the communication site itself, by theft or otherwise, (ii) any injury or damage to persons within the communication site resulting from fire, explosion, falling debris, gas, electricity, water, rain, or leaks from any part of communication site or from the pipes, or from the roof of the communication site, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature, (iii) any injury or damage caused by other County or any person(s) either in the communication site or elsewhere in the communication site, or by occupants adjacent to the communication site, or by the public or by construction of any private, public or quasi-public work, or (iv) any latent defect in construction of the communication site structure.
20. Any holding over after the expiration of said term of agreement with the consent of City, shall be construed to be a tenancy from month to month and is revocable with 30 days notice from either party, and shall otherwise be on the terms and conditions herein specified, so far as applicable.
21. City reserves the right to reassign County an equivalent amount of space in a different location when and if the facility has been upgraded and reconfigured.

County agrees to cooperate fully with CITY and its contractors during any renovation, repair, or other alteration of the facility. County acknowledges that its antenna(s) may be relocated as a result of the renovation, repair, or other alteration of the facility. City warrants that every effort will be made to ensure continuous, uninterrupted broadcast/receiving capability during any conversion.

22. County agrees to abide by the terms of the "On-Air Compatibility Tests" as outlined in Exhibit B attached hereto and by reference made part of this agreement. County agrees to notify the Communications and Electrical departments of the City of San Diego and of any changes in licensed frequencies to be used at the site.
23. For administrative purposes, any activity covered by this agreement which requires permission or consent of City shall be referred to the Real Estate Assets Department of the City of San Diego for handling by the appropriate parties.
24. This activity has been reviewed with the California Environmental Quality Act (CEQA) and has been determined to be exempt per Section 15301.
25. County recognizes and understands that this agreement may create a possessory interest subject to property taxation and that County may be subject to the payment of property taxes levied on such interest. County further agrees that such tax payment shall not reduce any fee paid the City of San Diego hereunder and that such tax shall be paid by County before becoming delinquent.

If you should require additional information or have any questions, please call
Jim Anthony, Property Agent, at 533-6509.

Very truly yours,


Lucille M. Goodman, Supervising Property Agent
Real Estate Assets Department

12-18-00

LMG/JPA/csn

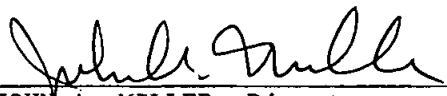
Attachments

cc: County Assessor
Richard Chuck

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS ____ DAY OF OCTOBER, 2000.

COUNTY OF SAN DIEGO

REGIONAL COMMUNICATION SYSTEM (RCS)


JOHN A. MILLER, Director
Department of General Services

By: Curt Munro

Printed: CURT MUNRO

Title: MANAGER

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY William D. Smith
SENIOR DEPUTY 10-13-00

PLANNING AND DEVELOPMENT REVIEW
PLANNING REVIEW

Date: 11/29/00

Kalynch-Ashecraft

ENVIRONMENTAL REVIEW

Date: 11/29/00

Diana Lohrer, Senior Planner

INFORMATION AND TECHNOLOGY DEPARTMENT

Date: 12/14/00

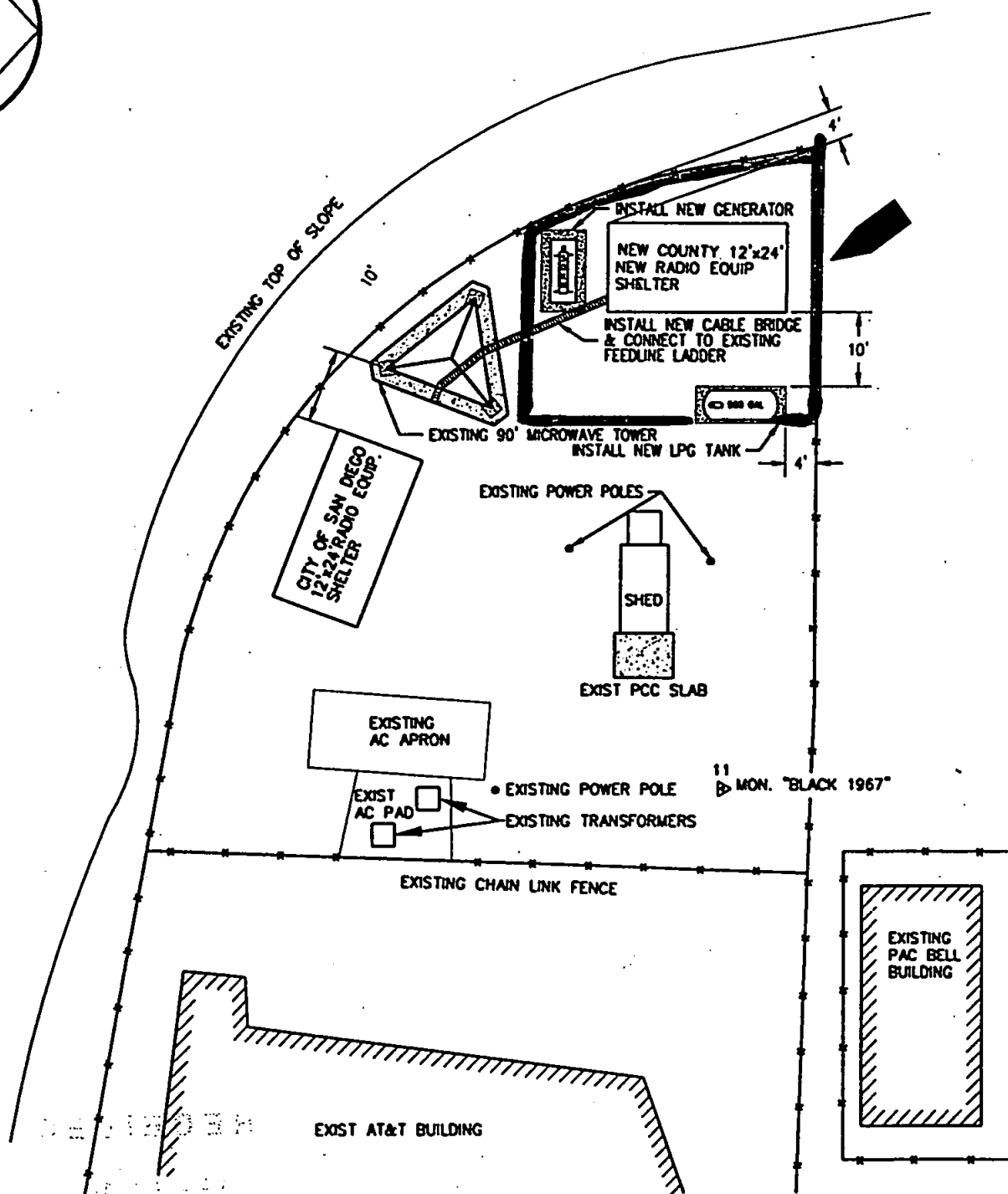
Susan J. Swine

APPROVED AS TO FORM AND LEGALITY

CASEY GWINN, City Attorney

Date: 1/9/01

Josie Ghaddar
Deputy City Attorney



A	01-25-95	11
0	12-27-95	11
REV	DATE	ENG

EXHIBIT B

CITY OF SAN DIEGO LAND USE "ON THE AIR" TEST INSTRUCTIONS AND PROCEDURES

1. Explanation

Prior to City's approval of an application for a new radio-electronic use authorization or modification of an existing authorization, pre-installation or pre-use tests will be required. Such tests will determine whether or not radio frequency interference or degraded performance will result to the existing authorized radio electronic type uses at the facility.

Should the interference problems result, it will be the responsibility of the user implementing the new installation to initiate mutually agreeable actions of the parties involved to settle the problem among themselves.

County/Lessees may recognize the right of prior authorizes and withhold approval of a radio-electronic authorization application or authorization modification pending settlement of interference problems between the applicant and other users.

2. Pre-installation or pre-use Testing

A. It will be the responsibility of the applicant to make the complete arrangements and conduct all tests in a technically sound manner.

(1) A listing of all radio-electronic land use County/Lessees operating at the facility will be obtained from the City.

B. It will be the responsibility of the applicant to notify all radio-electronic County/Lessees at the facility of the tests and details thereof, at least 14 days in advance of the tests.

(1) The notification shall be in the form of letter to each listed County/Lessee giving a technical summary of the test and shall specify the date and hour the test will start. The letter of notification shall request the County/Lessees 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 County/Lessee.

(2) 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 so noted in the notification letter.

- (3) Notification to County/Lesseees shall be sent via U.S. Mail or hand delivered.
 - (4) The notification letter to the City Communications Engineer shall include a list of all County/Lesseees notified.
- C. It will be the applicant's responsibility to submit to the City Communications Engineer following the completion of the tests, a letter stating test results obtained from each County/Lessee participating in the test and a list of those County/Lesseees who did not respond.
- D. In the event a notified County/Lessee fails to send a qualified representative to observe and participate in the tests, it will be assumed by the City that the County/Lessee has assured themselves that their operations will not be affected.

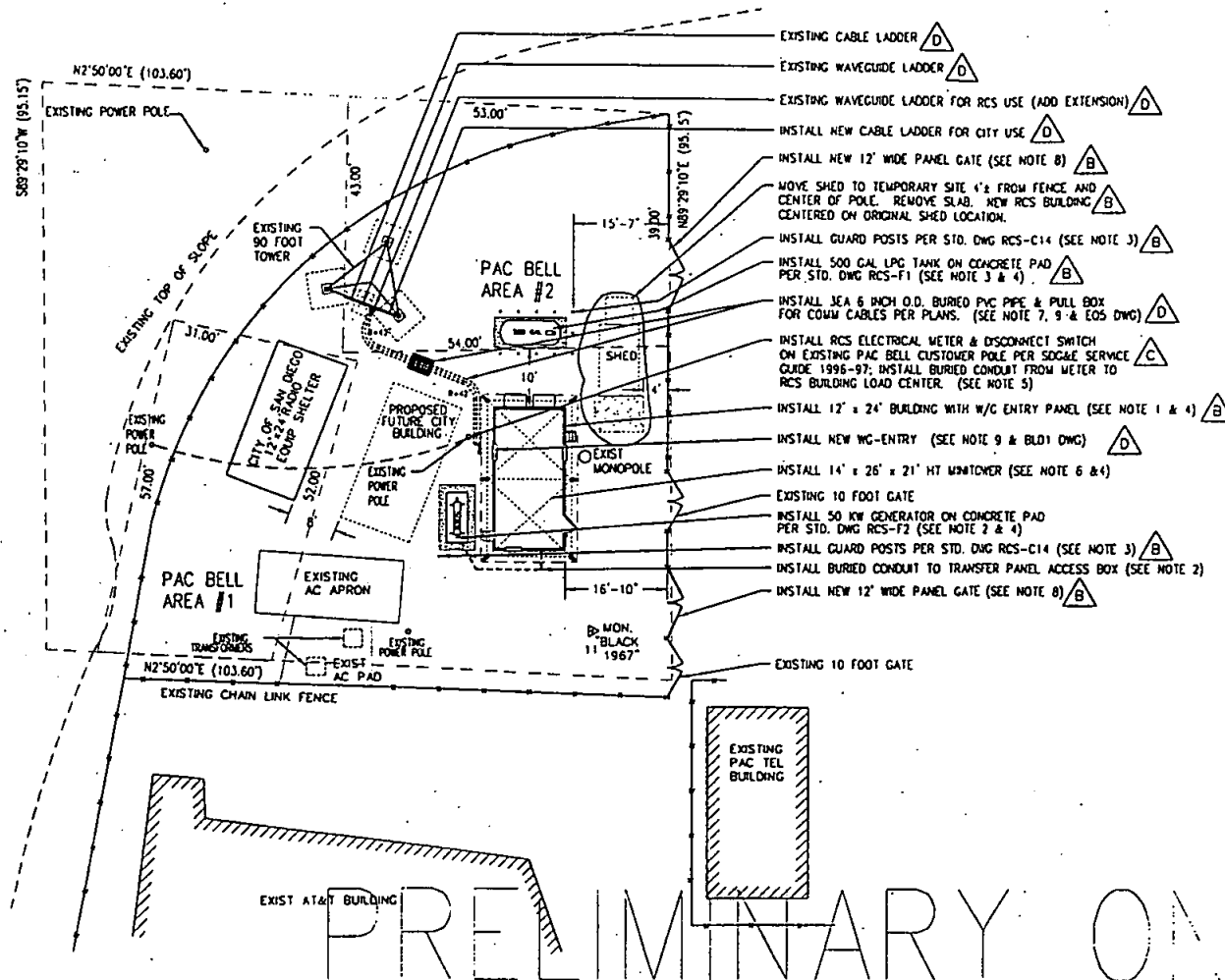
3. On-The-Air Tests - Technical Details

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

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

SITE SPECIFIC INSTRUCTIONS

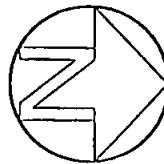
1. BUILDING- SUPPLY AND INSTALL 12' X 24' X 10'HT PREFABRICATED BUILDING WITH WAVEGUIDE ENTRY PER PLANS AND SPECIFICATIONS. INSTALL ENTRY PORT PER STD. DWG RCS-UB (MICROFLECT B1297 OR EQUAL).
2. GENERATOR- SUPPLY AND INSTALL 50 KW GENERATOR ON CONCRETE PAD PER STD. DWG RCS-F2. INCLUDE TRANSFER SWITCH WITH PANEL. MFR REQUIREMENTS, PLANS AND SPECIFICATIONS APPLY.
3. TANK- SUPPLY & INSTALL 500 GAL LPG TANK WITH ANCHOR HOLD DOWNS ON CONCRETE PAD PER STD. DWG RCS-F1. INSTALL GUARD POSTS PER STD. DWG RCS-C14. MFR REQUIREMENTS, PLANS & SPECIFICATIONS APPLY.
4. SITE GROUND- AS REQUIRED, SUPPLY AND INSTALL EXTERNAL SITE MOLD OR ELECTROLYTIC GROUND SYSTEM (LYNCOLE 4 K2-10CS KIT OR EQUAL) PER STD. DWG RCS-E1. BUILDINGS, STAIRS, TOWERS, CABLE-BRIDGE, FENCING, GATES, LPG-TANKS, AND GENERATOR SHALL ALL BE CONNECTED TO GROUND SYSTEM PER STD. DWG RCS-E1.
5. ELECTRICAL- SUPPLY AND INSTALL ELECTRICAL METER PANEL AND DISCONNECT SWITCH ON EXISTING PAC BELL CUSTOMER POLE PER SOG&E SERVICE GUIDE 1996-97. SUPPLY & INSTALL UNDERGROUND CONDUIT FROM METER TO RCS BUILDING LOAD CENTER. SUPPLY & INSTALL NEW WEATHERHEAD & CONDUIT NO LOWER THAN EXISTING PAC BELL METER. SUPPLY AND INSTALL CONDUIT AND WIRING FROM GENERATOR TO BUILDING TRANSFER SWITCH PANEL VIA BUILDING TRANSFER SWITCH ACCESS BOX.
6. WHITTOWER- SUPPLY & INSTALL A 6-PEER 21' FOOT HIGH TOWER AROUND NEW BUILDING. USE BASE PLATES IN BUILDING CONCRETE SLAB TO ALLOW FOR PIPE ATTACHMENT. SEE DWGS E03 & E04.
7. CABLE RUNS- SUPPLY AND INSTALL WAVEGUIDE LADDER MOUNTED HORIZONTALLY ON WHITTOWER. SEE WHITTOWER DWGS SHEETS E03 & E04. SUPPLY & INSTALL 3/4" 6" O.D. BURIED PVC AND PULL BOX. RUN PVC FROM EXISTING TOWER TO PULL BOX TO NEW WG-ENTRY PORT. LOCATE PULLBOX AT MID POINT BETWEEN TOWER & WG-ENTRY.
8. FENCE- SUPPLY AND INSTALL COMMERCIAL GRADE FENCE PER PLANS AND SPECIFICATIONS. 2EA 12 FOOT PANEL GATES (2 - 6 FOOT PANELS) PER SITE PLAN AND STD. DWG M-5. ADD EXTENSION ARMS W/ 3 STRANDS OF BARBED WIRE TO MATCH EXISTING FENCING.
9. WAVEGUIDE ENTRY - SUPPLY AND INSTALL WAVEGUIDE ENTRY PORT PER 201BLK-1.DWG & STD. DWG RCS-UB. (MICROFLECT B1297 OR EQUAL).



SITE EQUIPMENT PLAN

SCALE: 1" = 20'-0"

CITY OF SAN DIEGO DWG. NO. 25942-4-D
W.O. NO. 119638, SHEET 4 of 9.
BLACK MOUNTAIN COMMUNICATION TOWER



REV	DATE	BY	MODIFICATION
1	06/25/97	LA	ADD TOWER WG-ENTRY & WIRE CABLE
2	07/16/97	LA	REV CABLE SERVICE AND WG-ENTRY
3	07/27/97	LA	REMOVE TOWER & EQUIP AS SHOWN
4	08/25/97	LA	PROPOSED CHANGES
5	02/22/99	LA	ORIGINAL RELEASE

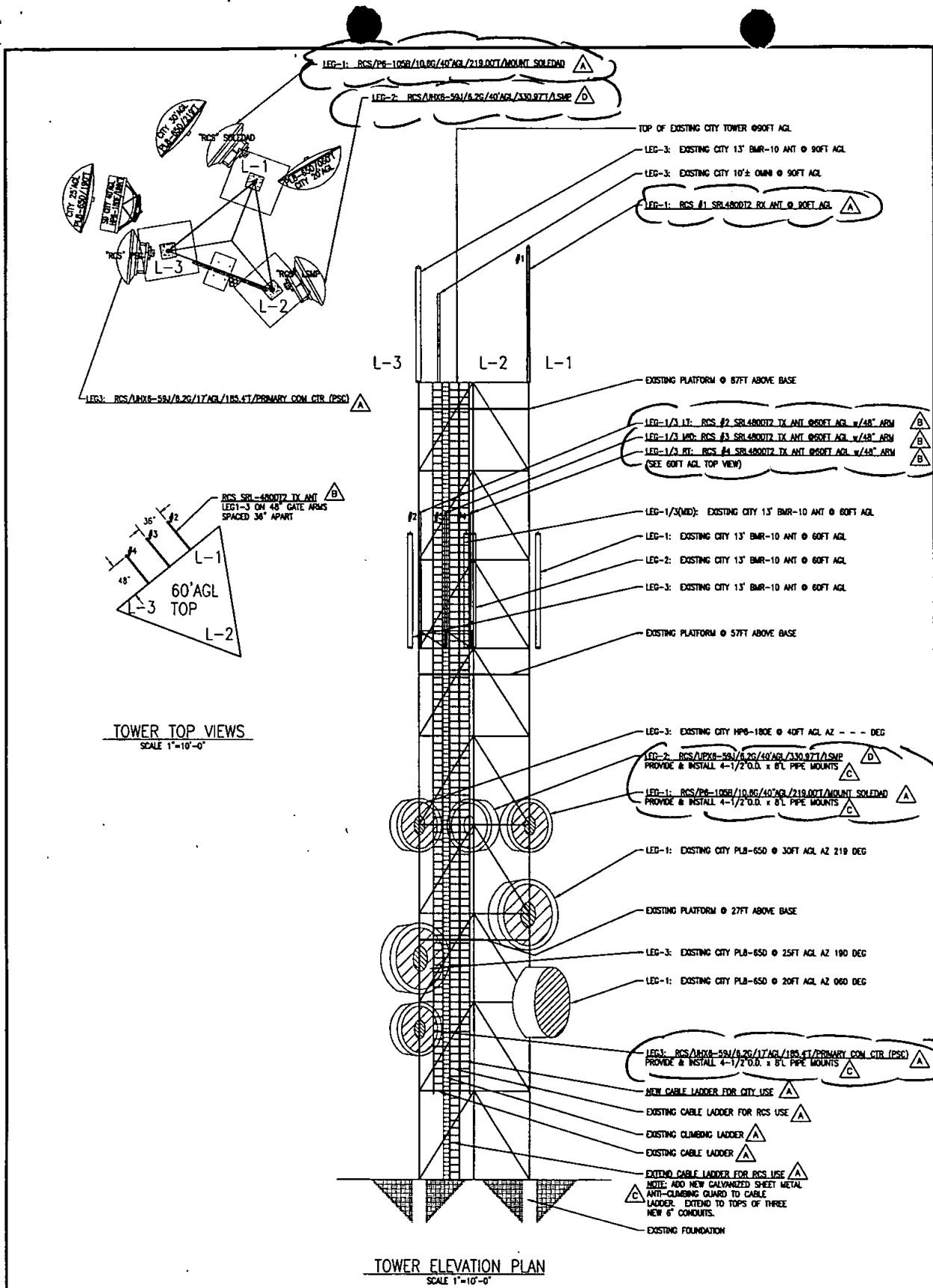


COUNTY OF SAN DIEGO

800 Mhz
REGIONAL COMMUNICATION SYSTEM
BLACK MOUNTAIN, SITE 201

EQUIPMENT SITE PLAN

DESIGNED BY	DATE	SCALE	REV NO.	SHEET
T. THOMAS	11-77-95	1"=20'-0"	0	11" X 17"
FILE NAME	DATE	SCALE	REV NO.	SHEET
201BLK-1.DWG	11-77-95	1"=20'-0"	0	FOI



REV	DATE	BY	MODIFICATION
1	05/28/99	LA	CHK LSH DISH IN JHX6-S91
2	05/29/99	LA	ADD CLIMBING GUARD & 3 PIPE MOUNTS
3	05/29/99	LA	CHG ARMS 24" SERV LADDERS
4	02/12/02	LA	ORIGINAL RELEASE



COUNTY OF SAN DIEGO

800 Mhz
REGIONAL COMMUNICATION SYSTEM
BLACK MOUNTAIN, SITE 201

TOWER ELEVATION PLAN

DESIGNED BY: L. THOMAS	DRAWN BY: LA	REV. NO.: D	SHEET: 11" X 17"
FILE NAME: 201BLK-2.DWG	SCALE: 1"=10'-0"	DATE: 09-18-96	SHEET: EQ2