



1 associated with the operation of the lights during the Holiday Season (as  
2 defined in subsection (ii) below) and replacement of damaged or otherwise  
3 inoperable lights.

4 ii. City shall provide amplified sound equipment for  
5 Permittee's annual "Tree Lighting Ceremony". The date on which the Tree  
6 Lighting ceremony shall occur may vary from year to year. The Parties shall  
7 meet and confer by October 15 of each year to agree on the date of the Tree  
8 Lighting Ceremony.

9 iii. City shall work directly with contractor(s) pertaining to  
10 the installation and removal of equipment erected for the purpose of the  
11 Radio Tower Lighting, at the conclusion of the Holiday Season. "Holiday  
12 Season" shall be defined as the period of time from November 29th to  
13 January 5th of each year. The foregoing definition of "Holiday Season" may  
14 be amended upon mutual written agreement of the Parties.

15 iv. City shall ensure that the Radio Tower is illuminated  
16 nightly from 5:30 p.m. to 12:00 a.m., during the Holiday Season.

17 v. After installation of equipment for the Radio Tower  
18 Lighting, City shall perform a test run of the Radio Tower Lighting ceremony  
19 to ensure all necessary equipment, including but not limited to, light stands  
20 are operating.

21 B. Permittee agrees to perform the following pertaining to the  
22 Radio Tower Lighting:

23 i. Permittee shall compensate City for 50% of costs  
24 incurred by City, such compensation not to exceed Six Thousand Dollars  
25 (\$6,000.00) per year, associated with the installation and removal of lights  
26 from the Radio Tower. In the event that City hires a contractor to perform the  
27 foregoing, Permittee shall pay the contractor for such services directly.

28 ii. Permittee shall promote and advertise the annual Radio

OFFICE OF THE CITY ATTORNEY  
DAWN MCINTOSH, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

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Tower Lighting ceremony that shall occur in November of each year. The Parties shall meet and confer before October 15 of each year to agree on a date for the ceremony.”

2. Except as expressly modified herein, all of the terms and conditions contained in Permit No. 35440 are ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

CITY OF SIGNAL HILL

\_\_\_\_\_, 2024

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_, 2024

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

“Permittee”

CITY OF LONG BEACH, a municipal corporation

\_\_\_\_\_, 2024

By \_\_\_\_\_  
City Manager

“City”

This Second Amendment to Permit No. 35440 is approved as to form on \_\_\_\_\_, 2024.

DAWN MCINTOSH, City Attorney

By \_\_\_\_\_  
Deputy