1	SECOND AMENDMENT TO PERMIT NO. 35440		
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3	THIS SECOND AMENDMENT TO PERMIT NO. 35440 is made and entered,		
4	in duplicate, as of October 29, 2024 for reference purposes only, pursuant to a minute		
5	order adopted by the City Council of the City of Long Beach at its meeting on August 20,		
6	2019, by and between CITY OF SIGNAL HILL ("Permittee"), whose address is 2745 Walnut		
7	Avenue Signal Hill, California 90755-3799, and the CITY OF LONG BEACH, a municipal		
8	corporation ("City") for a permit for the nonexclusive use of City's radio transmitter facilities.		
9	WHEREAS, City granted permission to Permittee to allow for the installation		
10	of one transmitter/receiver (otherwise known as transceiver) unit; and		
11	WHEREAS, City and Permittee (the "Parties") entered into Permit No. 35440		
12	(the "Permit") whereby Permittee agreed to provide these services; and		
13	WHEREAS, the Parties entered into a First Amendment to extend the Permit		
14	term to September 30, 2028; and		
15	WHEREAS, the Parties desire to outline the shared costs for services related		
16	to the annual holiday lighting of the Transmitter Facility ("Radio Tower Lighting");		
17	NOW, THEREFORE, in consideration of the mutual terms, covenants, and		
18	conditions herein contained, the Parties agree as follows:		
19	1. A new section entitled "Section 23. Holiday Lighting" is hereby added		
20	to the Permit to read as follows:		
21	"23. <u>Holiday Lighting</u> .		
22	A. City shall perform the following pertaining to the Radio Tower		
23	Lighting:		
24	i. Commencing on October 1, 2024 and continuing		
25	thereafter each year during the term of the Permit, City shall search for and		
26	procure price quotes for necessary services pertaining to the Radio Tower		
27	Lighting in accordance with City's procurement policies and procedures.		
28	These necessary services shall include, but are not limited to services		
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OFFICE OF THE CITY ATTORNEY DAWN MCINTOSH, City Attorney 411 West Ocean Boulevard, 9th Floor Long Beach. CA 90802-4664 associated with the operation of the lights during the Holiday Season (as defined in subsection (ii) below) and replacement of damaged or otherwise inoperable lights.

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

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

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

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

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

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

Permittee shall promote and advertise the annual Radio

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1	Tower Lighting ceremony that shall occur in November of each year. The		
2	Parties shall meet and confer before October 15 of each year to agree on a		
3	date for the ceremony."		
4	2. Except as expressly modified herein, all of the terms and conditions		
5	contained in Permit No. 35440 are ratified and confirmed and shall remain in full force and		
6	effect.		
7	IN WITNESS WHEREOF, the parties have caused this document to be duly		
8	executed with all formalities required by law as of the date first stated above.		
9		CITY OF SIGNAL HILL	
10	, 2024	Ву	
11		Name Title	
12			
13	, 2024	By Name	
14		Title	
15		"Permittee"	
16		CITY OF LONG BEACH, a municipal corporation	
17	, 2024	Ву	
18	,,	City Manager	
19		"City"	
20	This Second Amendment to Permit No. 35440 is approved as to form on		
21	, 2024.		
22			
23		DAWN MCINTOSH, City Attorney	
24	Ву		
25	Deputy		
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