



CITY OF SAN DIEGO
MASTER USE AND OCCUPANCY PERMIT

between

THE CITY OF SAN DIEGO

and

SST, INC.

for

ShotSpotter Flex System Sensors on Various Poles and Buildings

**CITY OF SAN DIEGO
MASTER SHOTSPOTTER FLEX SYSTEM SENSORS
USE AND OCCUPANCY PERMIT**

This CITY OF SAN DIEGO MASTER USE AND OCCUPANCY PERMIT ("Master Permit") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and SST, Inc. ("PERMITTEE"), hereinafter collectively referred to as the "Parties," to be effective on the first day of the first month following the date of execution by CITY ("Effective Date"), once the Master Permit is signed by the San Diego City Attorney.

RECITALS

A. The Parties wish to enter into a Contract whereby CITY will retain PERMITTEE services for gunshot detection equipment and alerting software.

B. This Master Use and Occupancy Permit is Exhibit B to the Memorandum of Agreement (MOA) entered into by and between the Parties for these services.

C. As part of the Contract between the Parties for such services, the parties agree that CITY will allow PERMITTEE to place certain equipment on CITY-owned property, subject to the terms and conditions of this Master Use and Occupancy Permit, which includes proper installation, maintenance, and subsequent removal of all equipment.

D. CITY is the record owner of certain public rights-of-way within the City of San Diego.

E. PERMITTEE desires to erect, maintain and operate within the CITY'S public rights-of-way ShotSpotter Flex System Sensors ("Sensors") including acoustic gunshot sensor, mounting brackets and hardware, power supply, electrical cabling, grounding wires, and for street light installations only, a photocell power adapter, which facilities are more fully defined below as "Communications Equipment."

F. CITY is willing to grant PERMITTEE this Master Permit for the right to use CITY-owned light poles located in the public right-of way for the construction, operation and maintenance of the Communications Equipment (defined below), including attaching the Communications Equipment to CITY-owned Street Light Poles in order to provide better service for the ShotSpotter Flex System.

G. Notwithstanding anything to the contrary contained in this Permit, no provision contained herein shall be construed to mean that the PERMITTEE is paying a use fee or is being granted permission for any ground space portion of the public right-of-way.

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

1. DEFINITIONS.

As used in this Master Permit, the terms listed below are defined as follows:

- 1.1. "Approved Site" – a Site (defined below) for which all approvals required for construction or installation to commence have been obtained.
- 1.2. "Communications Equipment" – includes, but is not limited to, PERMITTEE'S acoustic gunshot sensor, mounting brackets and hardware, power supply, electrical cabling, grounding wires, and for street light installations only, a photocell power adapter, more particularly described and depicted in Exhibit B as may be updated from time to time at CITY's sole discretion.
- 1.3. "Emergency" – imminent danger to the public health, safety or welfare or property.
- 1.4. "Hazardous Substances" – those hazardous substances listed by the Environmental Protection Agency ("EPA") in regularly released reports and any other substances incorporated into the State of California's list of hazardous substances, and all types of petroleum-related substances and their chemical constituents.
- 1.5. "Permit Areas" – PERMITTEE'S physical footprint on up to ninety (90) various CITY-owned Sites (defined below), more particularly depicted in Exhibit A and described/listed in Exhibit B as updated from time to time.
- 1.6. "PERMITTEE'S Operations" – PERMITTEE'S development, occupancy, use, and/or maintenance of the Permit Areas.
- 1.7. "Site" – a Street Light Pole (defined below) or other City owned property where the Communications Equipment is installed pursuant to this Master Permit, each Site being described/listed in Exhibit B as updated from time to time at CITY'S sole discretion.
- 1.8. "Street Light Pole" – any concrete, fiberglass, metal, or wooden pole that has a mast arm for electrolier support.

2. USE OF PERMIT AREAS.

PERMITTEE shall use the Permit Areas solely for the purposes, with proper permits and approvals obtained, of installing, constructing, modifying, operating, maintaining, and removing, all at PERMITTEE'S sole cost and expense, the Communications Equipment ("Permit Use") only as depicted in Exhibit B.

- 2.1. Primary Purpose of Street Light Poles. Any Street Light Pole is for the primary purpose of providing lighting, but may have the secondary purpose of accommodating PERMITTEE'S Operations at the Permit Areas.

- 2.2. Other Uses. PERMITTEE shall not operate the Communications Equipment or use the Permit Areas for other related or incidental activities of any kind without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. Communications Equipment installed on a Traffic Signal shall not interfere with the operation of the Traffic Signal, or cause visual impairment, distraction, or confusion to motorists.
- 2.3. No Nuisance. PERMITTEE shall not use the Permit Area in any manner which creates a nuisance, as defined in California Civil Code section 3479.
- 2.4. Nothing contained in this Master Permit shall be construed as a limitation, restriction or prohibition against CITY entering into agreements with other parties regarding the use of the Permit Areas, Sites or other facilities or the CITY issuing permits for the use of its rights-of-way.

3. RIGHT TO ENTER AND OCCUPY.

Subject to the terms and conditions of this Master Permit, CITY hereby grants permission to PERMITTEE, its officers, employees, agents, and contractors to enter upon and occupy the Permit Areas solely for the purpose of the Permit Use.

- 3.1. License Only. This Master Permit is a license to use CITY-owned property. It is not a lease.

4. TERM.

The term of this Master Permit ("Term") shall be the same as Article I of the MOA with the limitation that under no circumstances shall the Master Permit exceed five (5) years, commencing on the Effective Date of the MOA. Termination of the MOA will automatically terminate this Master Permit. Upon termination, PERMITTEE shall immediately cease PERMITTEE'S Operations and remove PERMITTEE'S improvements and personal property from the Permit Areas (pursuant to Section 27 of this Master Permit).

- 4.1. No Holdover. PERMITTEE may not continue in possession of the Permit Areas past the expiration or earlier revocation or termination of this Master Permit. Any extension of the Term shall require approval by the City Council pursuant to City Council Policy 700-10 ("Disposition of CITY-Owned Real Property").

5. 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 Areas resulting directly or indirectly thereby.

6. ACCEPTANCE OF PERMIT AREAS.

By signing this Master Permit, PERMITTEE represents and warrants that it has independently inspected the Permit Areas and made all tests, investigations, and observations necessary to

satisfy itself as to the condition of the Permit Areas and their 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 Areas or their suitability for the Permit Use, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations, and observations of the Permit Areas in entering into this Master Permit. PERMITTEE accepts the Permit Areas in their 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 Areas prior to the Effective Date. PERMITTEE shall not hold CITY responsible for any defects, whether apparent or latent, within the Permit Areas. 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 Areas, and shall be solely responsible therefor. PERMITTEE has been given the opportunity to investigate the Permit Areas for the presence of any Hazardous Substances, including, without limitation, the opportunity to perform soil borings and other tests. PERMITTEE shall notify CITY if PERMITTEE'S investigations indicate the presence of any Hazardous Substances in any of the Permit Areas. PERMITTEE waives any claims against CITY which may result from the presence of Hazardous Substances on or within any of the Permit Areas.

7. DEVELOPMENT OF SITES.

Prior to the execution of this Master Permit, PERMITTEE shall provide to CITY a full and complete list of proposed known Sites that will be covered by this Master Permit, which list shall be attached hereto as Exhibit A. PERMITTEE shall also provide to CITY, prior to the execution of this Master Permit, full and complete site plans for each Site listed on Exhibit A. The Site Plans will be attached hereto as Exhibit B. PERMITTEE may add additional sites to the Master Permit via Addendum to Exhibit A, however, the number of sites added may not exceed ninety (90) sites. Once a total of ninety (90) sites have been identified, additional sites shall not be added to Exhibit A without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. Within fourteen (14) calendar days of the completion of the installation and development of a Site listed on Exhibit A, PERMITTEE must provide CITY with a Site Addendum in substantially the same form as Exhibit C, which is an agreement for a particular Site licensed to PERMITTEE, which will be added as an addendum to this Master Permit. Failure to timely provide CITY with each Site Addendum will constitute breaches by PERMITTEE of this Master Permit.

PERMITTEE shall not develop any Site in the Permit Areas unless and until this Master Permit has been executed (or if applicable, amended) by the Parties and approved by the San Diego City Attorney to include the Sites in Exhibits A and B of this Master Permit. PERMITTEE shall develop each Site in the Permit Areas in accordance with its respective site plans (PERMITTEE'S standard drawings) approved by CITY'S Development Services Department (or other CITY department, as appropriate), attached hereto as Exhibit B as updated from time to time, in the CITY'S sole discretion. CITY may, in its sole discretion, authorize changes to such plans, provided the principal components thereof are not modified, and a document evidencing approved changes is filed with READ.

8. IMPROVEMENTS AND ALTERATIONS.

Other than as approved by the site plans and depicted in Exhibit B, PERMITTEE shall not construct any improvements, structures, or installations in the Permit Areas, or make any alterations to the Permit Areas (with the exception of necessary maintenance and/or repairs that does not include swapping out or replacing any the Communications Equipment) without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. This includes modifications that are considered "eligible facilities" under Section 6409 of the Middle Class Tax Relief and Job Creation Act. PERMITTEE shall not make any structural or architectural design alterations to approved improvements, structures, or installations in the Permit Areas without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. CITY shall not be obligated by this Master Permit to make, or assume any expense for, any improvements or alterations.

- 8.1. Alterations to Communications Equipment. PERMITTEE shall not make any alterations, additions or improvements to the Communications Equipment, except for routine maintenance that does not include swapping out or replacing any of the Communications Equipment, unless: (1) PERMITTEE obtains CITY'S prior written consent, which consent shall be in CITY'S sole discretion; (2) the alterations, additions or improvements do not damage or interfere with any adjacent improvements in the Permit Areas; and (3) the alterations, additions or improvements comply with the requirements set forth in Exhibit D. Nothing in this section shall be construed to eliminate PERMITTEE'S obligation to obtain development related permits and approvals for any alterations to the Communications Equipment that may be required by CITY'S Development Services Department or any other governmental agency. READ retains the right to deny any request for modification or alteration of a Site as a proprietary right, even if CITY'S Development Services Department is required by federal law to approve or permit such request.
- 8.2. Information to Permitting Authorities. In obtaining any required permits for improvements, structures, installations, and/or alterations in the Permit Areas, PERMITTEE shall inform permitting authorities, in writing, that the Permit Areas are CITY-owned property.
- 8.3. Repair and Restoration. Nothing in this section shall relieve PERMITTEE of any obligation under this Master Permit to maintain the Permit Areas in a decent, safe, healthy, and sanitary condition, as required in Section 15 of this Master Permit.
- 8.4. Emergency. In the event of an Emergency, as soon as practicable thereafter and not later than two (2) business days after having taken such action, PERMITTEE shall advise CITY in writing of the emergency work performed or the action taken with respect to any emergency modification or alteration of PERMITTEE'S Communications Equipment. PERMITTEE shall acquire any necessary permits, if any, to cover the emergency work performed.
- 8.5. Accidental Damage by CITY. In the event CITY should cut or damage PERMITTEE'S

communication line or any Communications Equipment, PERMITTEE agrees to perform all repairs at its sole cost and expense.

9. COMPLIANCE WITH LAWS AND POLICIES.

- 9.1. General. PERMITTEE'S Operations shall, at all times, comply with all applicable laws, statutes, ordinances, and regulations of CITY, county, state, and federal governments, at PERMITTEE'S sole cost and expense. Upon receipt of the same, PERMITTEE shall comply with any and all notices issued by CITY under the authority of all laws, statutes, ordinances, or regulations.
- 9.2. Nondiscrimination/Equal Opportunity. PERMITTEE shall not 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 disability in PERMITTEE'S Operations.

10. WATER QUALITY ASSURANCES.

PERMITTEE shall, at its sole cost and expense, comply with all laws, rules, regulations and direction of competent governmental authority (such as the San Diego Regional Water Quality Control Board) relating to water quality assurance and storm water management. PERMITTEE acknowledges and agrees that such legal requirements may change at any time and from time to time.

- 10.1. NPDES. PERMITTEE shall comply with all applicable requirements of the National Pollutant Discharge Elimination System ("NPDES") permit in force on the Effective Date of this Master Permit (i.e., Permit No. R9-2013-0001), and any and all amendments thereto and all applicable succeeding NPDES permits.
- 10.2. Stormwater Management. PERMITTEE shall comply with all applicable requirements of the San Diego Municipal Code Chapter 4, Article 3, Division 3: Stormwater Management and Discharge Control (the "Stormwater Code"), and employ "Best Management Practices," as that term is defined by the Stormwater Code, and as approved by CITY, in its governmental capacity, under its Stormwater Management Program.

11. TELECOMMUNICATIONS PROVISIONS.

- 11.1. Entire Installation. PERMITTEE warrants that the Communications Equipment listed in Exhibit B constitutes the entire installation at each Site within the Permit Areas. PERMITTEE shall update Exhibit B from time to time as any changes or additions to the Communications Equipment are made, or within thirty (30) calendar days after CITY'S demand for such an update. No changes or additions to the Communications Equipment shall be made without first obtaining written approval by CITY. Notwithstanding the foregoing, PERMITTEE shall not be required to update Exhibit B in circumstances of routine Site maintenance.

- 11.2. Radio Frequency Radiation. PERMITTEE shall maintain any radio frequency ("RF") radiation associated with the Communications Equipment within the levels allowed by federal regulations set forth in Section 1.1310 of CFR 47 and OET Bulletin 65. Any portion of the Permit Areas 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 portion of the Permit Areas discovered by PERMITTEE to exceed these federally mandated limits. PERMITTEE shall 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 excessive levels of radiation that are caused in whole or in part, or contributed to, by PERMITTEE'S Operations. Hazardous RF radiation levels may be encountered when climbing on antenna structures (refer to FCC OET Bulletin 65). Any equipment installed within the Permit Areas may, at times, require shutdown to allow maintenance on antenna structures. PERMITTEE shall allow shutdown periods when required for this maintenance, provided CITY shall use reasonable efforts to ensure that these shutdowns do not occur during peak hours of operation. Protection of employees performing service on buildings, roofs, air-conditioning equipment, water tanks, communications equipment, or any other maintenance work is a primary concern. Any areas in which these employees may be subjected to radiation levels that exceed the General Population/Uncontrolled Exposure limits must be clearly identified as required by CAL-OSHA. PERMITTEE shall provide CITY with written shutdown procedures, contact names, and telephone numbers. PERMITTEE shall notify CITY, in writing, of any changes to the shutdown procedures, contact names, or telephone numbers at least ten (10) calendar days prior to such a change.
- 11.3. Radio Frequency Interference. PERMITTEE warrants that all Communications Equipment installations, modifications, operation, and maintenance will not result in degraded performance or RF interference to any existing authorized uses within the Permit Areas by fulfilling the requirements of Exhibit C, which may be updated from time to time in CITY'S sole discretion.
- 11.4. Industry Standards. PERMITTEE shall perform all Communications Equipment installations, modifications, operation, and maintenance in adherence to industry standards set by the "Standards and Guidelines for Communications Sites" Motorola R56© Manual, or any succeeding regulations or standards. In addition to the requirements of the Motorola R56© publication, installations on CITY property shall comply with the following supplemental requirements:
- 11.4.1. PERMITTEE shall remove all of its trash and debris from the Permit Areas at the end of each workday and on completion of each project;
- 11.4.2. Tower and structure climbing shall be done in compliance with all CAL-OSHA requirements and General Orders propagated by the CPUC; and
- 11.4.3. All transmitters shall have all necessary protection, such as cavity filtering and transmitter isolators, to eliminate any RF degradation of the receive signal to any other user within the Permit Areas.

11.5. Collocation. PERMITTEE shall not access any other wireless communication facility or CITY-owned communications equipment (including any towers) within the Permit Areas without CITY'S prior written consent.

11.6. Interference with CITY Operations or Public Use. PERMITTEE'S Operations shall not unreasonably interfere with CITY operations or public use of CITY-owned property.

12. WASTE, DAMAGE, OR DESTRUCTION.

PERMITTEE shall immediately give notice to CITY of any fire or any other damage that occurs on or within the Permit Areas that occurs either during or after the completion of construction of approved improvements. PERMITTEE shall not commit, or allow to be committed, any waste or injury or any public or private nuisance in connection with the Permit Use. PERMITTEE shall keep the Permit Areas clean and clear of refuse and obstructions, and dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If any portion of the Permit Areas is damaged by any cause that puts any portion of the Permit Area into a condition which is not decent, safe, healthy, and sanitary, PERMITTEE shall make, or cause to be made, full repair of the damage and restore the Permit Areas to the condition which existed prior to the damage; or, at CITY'S option, PERMITTEE shall clear and remove from the Permit Areas all debris resulting from the damage and restore the Permit Areas 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 Areas as soon as practicable, but no later than ten (10) calendar days after the occurrence of the fire or damage, and shall complete the required repairs and/or restoration of the Permit Areas within sixty (60) calendar days after such occurrence. Failure to timely repair damage to the Site and/or Permit Areas will be considered a default under the Master Permit.

13. HAZARDOUS MATERIALS.

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 Areas by any of PERMITTEE'S officers, employees, agents, contractors, invitees and guests. PERMITTEE and PERMITTEE'S officers, employees, agents, contractors, invitees and guests shall not install, store, utilize, generate or sell any Hazardous Substance on the Permit Areas 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.

13.1. Release. For all purposes of this Master 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.

- 13.2. Remediation. If PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Areas 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 Areas, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- 13.3. Removal. If PERMITTEE or PERMITTEE'S officers, employees, agents, contractors, invitees and guests has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Permit Areas, PERMITTEE shall remove all Hazardous Substances in any type of container, equipment or device from the Permit Areas immediately upon or prior to the expiration or earlier termination of this Master Permit. CITY reserves the right to conduct inspections of the Permit Areas 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 Areas. 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.
- 13.4. 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 Areas, 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.
- 13.5. Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath any portion of the Permit Areas, 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 Areas.
- 13.6. Environmental Assessment. Upon reasonable cause to believe that PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Areas resulted in

any Hazardous Substance being released on, from or beneath any portion of the Permit Areas, 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 any affected portion of the Permit Areas, 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 Areas, 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 Areas and compliance with environmental laws and regulations are achieved, and PERMITTEE shall pay all costs and expenses therefor.

14. SIGNS

PERMITTEE shall only post signs required by federal, state, or local regulations, including, without limitation, safety signs required by OSHA, FAA, CPUC and/or FCC. PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising within the Permit Areas without CITY'S prior written consent, which consent shall be in CITY'S sole discretion. If any such unauthorized item is found within the Permit Areas, PERMITTEE shall remove the item, at PERMITTEE'S sole cost and expense, upon forty-eight (48) hours' notice by CITY, or CITY may then enter the Permit Areas and remove the item at PERMITTEE'S sole cost and expense. PERMITTEE shall post a clearly marked sign at each Site within the Permit Areas indicating PERMITTEE'S name and emergency telephone number.

15. MAINTENANCE OF PERMIT AREAS

PERMITTEE shall, at its sole cost and expense, leave all Permit Areas in the same conditions that existed prior to any installation or maintenance work and continuously maintain the Permit Areas throughout the Term. In doing so, PERMITTEE shall, at its sole cost and expense, make all repairs, restoration, and replacements (including structural repairs and restoration of damaged or worn improvements) necessary to maintain and preserve the Permit Areas in a decent, safe, healthy, and sanitary condition. All such maintenance, repairs, restoration, and replacements shall be completed to the satisfaction of CITY, in conformance with the depiction of the Permit Areas set forth in Exhibit A, the approved site plans set forth in Exhibit B, and in compliance with all applicable codes and standards of CITY, state, and federal agencies.

15.1. CITY Maintenance. CITY reserves the right to perform any needed routine maintenance

within the Permit Areas at any time without providing notice to PERMITTEE, including, but not limited to, the replacement of light bulbs on a Street Light Pole. However, if the Contract Administrator for the San Diego Police Department should be made aware that another CITY department plans to perform non-routine maintenance, including, but not limited to, the replacement of a Street Light Pole, the Contract Administrator for the San Diego Police Department will provide PERMITTEE with notice within twenty-four (24) hours of becoming aware (except in the event of an emergency or San Diego Police Department was not made aware of the non-routine maintenance, in which case, no prior notice shall be required, but the San Diego Police Department shall give PERMITTEE notice as soon as reasonably possible thereafter), and PERMITTEE shall comply with all applicable safety requirements issued by CITY to ensure the safety of CITY personnel performing such maintenance within the Permit Areas.

- 15.2. Maintenance Procedures for Parties. 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. PERMITTEE shall provide and install an emergency shut-off switch which will terminate electrical service to the PERMITTEE'S equipment, with the switch to be used only as set forth in Exhibit E.

16. ENTRY AND INSPECTION.

CITY may, at any time, enter the Permit Areas for the purpose of viewing and ascertaining the condition of the Permit Areas, or to protect CITY'S interest in the Permit Areas, or to inspect the operations conducted within the Permit Areas. If CITY'S entry or inspection discloses that any portion of the Permit Areas is not in a decent, safe, healthy, and sanitary condition, and it is in such condition as a direct result of PERMITTEE, CITY may, after ten (10) calendar days written notice to PERMITTEE, have any necessary maintenance work done in order to keep the Permit Areas in a decent, safe, healthy, and sanitary condition, all at PERMITTEE'S sole cost and expense, and PERMITTEE shall promptly pay any and all costs incurred by CITY in having the necessary maintenance work done. If at any time CITY determines that any portion of the Permit Areas is not in a decent, safe, healthy, and sanitary condition, CITY may, in its sole discretion, without additional notice, require PERMITTEE to pay all costs to promptly correct any condition which is not decent, safe, healthy, and sanitary. PERMITTEE agrees, and shall ensure, that the bond obtained in Section 27.4 may be used to cover the costs in this Section. Alternatively, CITY will accept alternate security in the form a cashier's check made out to CITY in lieu of the performance bond in Section 27.4 for this purpose. Notwithstanding anything to the contrary, to the extent the maintenance work costs more than the amount of the cashier's check agreed to in Section 27.4, PERMITTEE shall promptly pay any and all additional costs incurred by CITY in having the necessary maintenance work done. The right and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this Master Permit and the MOA. The rights reserved in this section shall not create any obligation on CITY or increase CITY'S obligations elsewhere in this Master Permit. As part of its standard practice, PERMITTEE shall schedule a pre-construction inspection and post-construction inspection for each Site within the Permit Areas.

17. UTILITIES.

Upon approval by CITY, PERMITTEE shall have access to utilities in connection with PERMITTEE'S Operations. All utilities shall be installed underground unless such existing utilities are aerial and shall be used for PERMITTEE'S Operations only.

18. TAXES.

PERMITTEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon PERMITTEE or the Permit Areas, 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 Master 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.

19. SUPERIOR INTERESTS.

This Master Permit is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits, licenses, easements, and rights-of-way pertaining to the Permit Areas, 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 Areas, relative to any such superior interest. If PERMITTEE'S use of the Permit Areas 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.

20. ENCUMBRANCES.

PERMITTEE shall not permit any encumbrance related to PERMITTEE'S Operations. CITY may, in its sole discretion, consent to such an encumbrance if exclusively related to PERMITTEE'S development of the Permit Areas. If an encumbrance is placed on any portion of the Permit Areas, PERMITTEE shall diligently seek and obtain, at its sole cost and expense, the removal of the encumbrance as soon as possible upon completion of the development, if the encumbrance was authorized by CITY, or, if unauthorized, immediately upon CITY'S demand.

20.1. Liens. PERMITTEE shall, at all times, protect, defend, indemnify, and hold CITY harmless from and against any and all claims for labor or materials in connection with PERMITTEE'S Operations, and all costs of defending against such claims, including, without limitation, reasonable attorney fees. If PERMITTEE'S Operations result in a lien or notice of lien being filed against any portion of the Permit Areas, PERMITTEE shall, within ten (10) calendar days after such filing, either: (a) take all actions necessary to record a valid release of the lien; or (b) deliver to CITY a bond, cash, or other security

acceptable to CITY in an amount sufficient to pay in full all claims of all persons seeking relief under the lien.

21. ASSIGNMENT AND SUBLICENSING.

21.1. Assignment. This Master Permit shall not be assigned by PERMITTEE without the express written consent of CITY, which consent shall be in CITY'S sole discretion.

25.2.2. No Other Sublicensing Allowed. LESSEE shall not sublicense, or attempt to transfer any other interest or right to use the Permit Area, in whole or in part, the Site or any right or appurtenant privilege to the Site, without CITY'S prior written consent, which consent shall be in CITY'S sole discretion and shall require additional compensation.

21.2. Provisions Binding on Successors. Except as otherwise provided in this Master Permit, all of the terms, covenants, and conditions of this Master Permit shall apply to, benefit, and bind the successors and assigns of the respective parties, jointly and individually.

22. INDEMNIFICATION.

PERMITTEE shall protect, defend, indemnify, and hold CITY, its elected officials, officers, representatives, agents, 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 PERMITTEE'S officers, employees, agents, contractors, invitees and guests, which arise out of or are in any manner directly or indirectly connected with this Master Permit or PERMITTEE'S occupancy, use, development, maintenance, or restoration of the Permit Areas, including damages arising out of release of hazardous materials, and all expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that PERMITTEE'S duty to indemnify and hold harmless shall not include any established liability arising from the sole negligence or willful misconduct of CITY, its elected officials, officers, representatives, agents and employees. 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 reasonable costs related thereto, including without limitation reasonable attorney fees and costs.

23. OTHER GOVERNMENTAL ACTIONS.

By entering into this Master Permit, neither CITY nor the City Council is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to the development, occupancy, use, or maintenance of the Permit Areas. Discretionary action includes, but is not limited to, rezonings, variances, environmental clearances, or any other governmental agency approvals that may be required for PERMITTEE'S Operations. PERMITTEE shall diligently seek, at its sole cost and expense, all entitlements and actions from both CITY and other governmental agencies with jurisdiction over the Permit Areas, as may be necessary for PERMITTEE'S Operations.

24. CITY'S RESERVATION OF RIGHTS.

- 24.1. Resources. CITY reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the Permit Areas.
- 24.2. Use. CITY may grant and use easements or establish and use rights-of-way over, under, along, and across the Permit Areas for utilities, thoroughfares, or access as CITY deems advisable, in its sole discretion, for the public good.
- 24.3. Entry. CITY may enter the Permit Areas at any time to develop or make repairs to municipal resources and services.

25. REASSIGNMENT OF SPACE.

CITY may reassign PERMITTEE to an equivalent amount of space in a different location within the Permit Areas, if and when reasonably necessary. PERMITTEE will, at the direction of CITY, relocate its Communications Equipment at PERMITTEE'S sole cost and expense. This section shall not apply to underground vault sites. PERMITTEE shall cooperate with CITY and its contractors during any such relocation or any renovation, repair, or other alteration of the Permit Areas. During physical relocation of the Communications Equipment to the relocation site, CITY will work with PERMITTEE to attempt to secure an alternative CITY-approved site for PERMITTEE to operate temporary installed communications equipment, which will be installed and maintained at PERMITTEE'S sole cost and expense.

26. REVOCATION.

26.1. Revocation by CITY.

- 26.1.1. Revocable License. This Master Permit is not a lease; it is a license to use CITY-owned property and only during the Term of this Master Permit and only for the purpose of effectuating the services described in the Contract Documents as specified in Section 2.1 of the MOA. As such, the Parties hereby acknowledge and agree that CITY, as the licensor, may revoke this Master Permit upon default or at will at any time during the Term in accordance with this Master Permit or as set forth in the MOA. If CITY exercises its right to revoke this Master Permit, CITY will provide PERMITTEE written notice of the revocation, and upon PERMITTEE'S receipt of the notice, PERMITTEE shall immediately cease PERMITTEE'S Operations and remove PERMITTEE'S improvements and personal property from the Permit Areas (pursuant to Section 27 of this Permit).
- 26.1.2. Events of Default. Each of the following shall constitute an event of default under this Master Permit:
 - a. PERMITTEE'S breach of any of its obligations under this Master Permit or the MOA, and PERMITTEE either:
 - i. fails to cure the breach within thirty (30) calendar days following written

notice from CITY; or,

- ii. if such breach is not curable within thirty (30) calendar days following written notice from CITY, fails to immediately commence to cure the breach and to diligently pursue the cure to completion.

- b. PERMITTEE uses any portion of the Permit Areas for any unauthorized purpose.

- 26.2. No Obligation. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of CITY'S revocation or termination of this Master 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 Master Permit.
- 26.3. Cumulative Remedies. CITY'S rights and remedies under this Master Permit are cumulative and shall not limit or otherwise waive or deny any of CITY'S rights or remedies at law or in equity.
- 26.4. Waiver. The property constituting the Permit Areas 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 Master 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 Master 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 Annual Use Fee shall not be a waiver of any default preceding such 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.

27. REMOVAL OF IMPROVEMENTS AND PERSONAL PROPERTY.

- 27.1. Improvements. Upon expiration of this Master Permit (without the Parties' execution of a new permit for the Permit Areas) or upon earlier revocation or termination of this Master Permit, any and all improvements, trade fixtures, structures, installations, and/or additions to the Permit Areas constructed within the Permit Areas by PERMITTEE or PERMITTEE'S sublicensees, contractors, or subcontractors shall be deemed to be part of the Permit Areas and shall become CITY'S property free of all liens and claims. Notwithstanding the foregoing, CITY may, in its sole discretion and upon notice to PERMITTEE at revocation or termination or at any time prior to the expiration of the Term, elect not to assume ownership of all or any part of such improvements, trade fixtures, structures, installations, and/or additions. In that case, PERMITTEE shall, at

PERMITTEE'S sole cost and expense, remove those improvements, trade fixtures, structures, installations, and/or additions identified by CITY as soon as practicable, but in no event later than sixty (60) calendar days after the expiration or earlier revocation or termination of this Master Permit. If any removal of such improvements, trade fixtures, structures, installations, and/or additions by PERMITTEE results in damage to any portion of the Permit Areas, PERMITTEE shall repair all such damage at PERMITTEE'S sole cost and expense. If PERMITTEE fails to remove any such improvements, trade fixtures, structures, installations, and/or additions identified by CITY, CITY may, at its option, remove them at PERMITTEE'S sole cost and expense.

- 27.2. Personal Property. Upon expiration of this Master Permit (without the Parties' execution of a new permit for the Permit Areas) or upon earlier revocation or termination of this Master Permit, PERMITTEE shall remove PERMITTEE-owned machines, appliances, equipment (other than trade fixtures), and other items of personal property as soon as practicable, but in no event later than sixty (60) calendar days after the expiration or earlier revocation or termination of this Master Permit. If any removal of such personal property by PERMITTEE results in damage to any portion of the Permit Areas, PERMITTEE shall repair all such damage at PERMITTEE'S sole cost and expense. Any such items which PERMITTEE fails to remove shall be deemed abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove such items at PERMITTEE'S sole cost and expense.
- 27.3. CITY'S Right to Acquire. Notwithstanding the foregoing, if PERMITTEE elects to dispose of any of its personal property used in connection with PERMITTEE'S Operations, then upon expiration or earlier revocation or termination of this Master Permit, CITY shall have the first right to acquire or purchase such personal property.
- 27.4. Performance Bond. PERMITTEE shall obtain and provide CITY on a yearly basis proof of security in the form of a performance bond in the amount of \$35,000.00, in favor of CITY, to cover the cost to dismantle or remove PERMITTEE's improvements, trade fixtures, structures, installations, additions, and personal property, including PERMITTEE-owned machines, appliances, equipment ("Removal Performance Bond") constructed, installed or erected by PERMITTEE or PERMITTEE'S sublicensees, contractors, or subcontractors within the Permit Areas. The Removal Performance Bond shall be for a term of one (1) year and shall be continuously renewed, extended or replaced so that it remains in place for the entire Term of this Master Permit or until PERMITTEE'S secured removal obligations are performed to the satisfaction of CITY, whichever is sooner. In order to ensure continuous renewal of the Removal Performance Bond with no lapse, each bond shall be extended or replaced at least one month in advance of its expiration date. Removal costs may, at CITY's sole discretion, be reevaluated at the execution of any option year to ensure sufficient funds for removal. PERMITTEE shall adjust the amount of the Removal Performance Bond at CITY's request. Failure to secure the Removal Performance Bond and all renewals and extensions thereof shall constitute breaches of the PERMITTEE under this Master Permit. Alternatively, CITY will accept alternate security in the form of a cashier's check in the amount of \$35,000.00, made out to CITY in lieu of a performance bond. The cashier's

check must be provided to CITY prior to PERMITTEE installing any equipment on CITY-owned property. The money will act as a security deposit for the entire Term of this Master Permit. CITY will return any unused portion of the money to PERMITTEE upon termination of this Master Permit. Notwithstanding anything to the contrary, to the extent PERMITTEE'S removal obligations costs more than the amount of the cashier's check, PERMITTEE shall promptly pay any and all additional removal costs incurred by CITY. The right and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this Master Permit and the Contract.

28. NOTICES.

Any notice required or permitted to be given under this Master Permit shall be in writing and may be served personally, sent by United States mail, postage prepaid, or sent by reliable overnight courier, addressed to the Parties as follows, or to any mortgagee, trustee, or beneficiary, as applicable, at the appropriate address designated, in writing, by the respective party:

To PERMITTEE:

ShotSpotter, Inc.
Attn: Sonya Strickler, VP Finance & Controller
7979 Gateway Blvd, Suite 210, Newark, CA 94560
(510) 794-3134
accounting@shotspotter.com

To Contract Administrator for the CITY:

San Diego Police Department
Operational Support
Attn: Daniel Meyer, Sergeant
1401 Broadway San Diego, Ca. 92101
(619) 531-2493
Meyerd@pd.sandiego.gov

To CITY'S Street Division:

City of San Diego
Street Division
Attn: Deputy Director
2781 Caminito de Chollas
San Diego, CA 92105

- 28.1. Address Changes. Any party entitled or required to receive notice under this Master Permit may, by like notice, designate a different address to which notices shall be sent.
- 28.2. When Effective. Notice shall be effective upon personal service, or five (5) calendar days after deposit in the U. S. mail.

29. MISCELLANEOUS PROVISIONS.

- 29.1. Governing Law. This Master Permit shall be governed, construed, and enforced in accordance with the laws of the State of California.
- 29.2. Entire Understanding. This Master Permit contains the entire understanding of the Parties. CITY and PERMITTEE agree that there is no other written or oral understanding between them with respect to PERMITTEE'S Operations. Each party has relied on its own examination of the Permit Areas, advice from its own attorneys, and the warranties, representations, and covenants within the Master Permit itself. Each party agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Master Permit. The failure or refusal of any party to read this Master Permit or other documents, inspect the Permit Areas, and obtain legal or other advice relevant to this transaction shall constitute a waiver of any objection, contention, or claim that might have been based on such actions.
- 29.3. No Affiliation. Nothing contained in this Master 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.
- 29.4. Standard of Conduct. PERMITTEE and its employees shall, at all times, conduct themselves and PERMITTEE'S Operations in a creditable manner and in accordance with industry standards.
- 29.5. 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 Master Permit.
- 29.6. Unavoidable Delay. If the performance of any act required of CITY or PERMITTEE under this Master Permit is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, that party shall be excused from performing that act for a period equal to the period of the prevention or delay. If CITY or PERMITTEE claims the existence of such a delay, the party claiming the delay shall notify the other party, in writing, of that fact within ten (10) calendar days after the beginning of any such claimed delay.
- 29.7. CITY'S Consent or Approval. Whenever required under this Master Permit, CITY'S consent or approval shall mean the written consent or approval of CITY'S Mayor or his designee, unless otherwise expressly provided. CITY'S discretionary acts hereunder shall be made at the Mayor's discretion, unless otherwise expressly provided.
- 29.8. Permit Modifications. This Master Permit shall not be modified, altered, or amended unless the modification, alteration, or amendment is in writing and signed by the Parties.

- 29.9. Cost Recovery. CITY collects various fees to offset the administrative costs incurred for CITY staff services. CITY shall process each of PERMITTEE'S service requests upon receipt of PERMITTEE'S payment of the applicable fee. The fee schedule, which is on file with the Office of the City Clerk, may be updated from time to time in CITY'S sole discretion.
- 29.10. Survival. Any obligation under this Master Permit that requires a party's performance of that obligation after the expiration or earlier revocation or termination of this Master Permit shall survive such expiration, revocation, or termination.
- 29.11. Number and Gender. In this Master 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.
- 29.12. California Public Records Act. CITY shall determine, in its sole discretion, whether information provided to CITY by LESSEE pursuant to this Lease is or is not a public record subject to disclosure under the California Public Records Act (CPRA). LESSEE 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.
- 29.13. Authority to Execute and Deliver Permit. Each individual executing this Master Permit on behalf of another person or legal entity represents and warrants that he or she is authorized to execute and deliver this Master 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 Master Permit is binding upon such person or entity in accordance with its terms. Each person executing this Master Permit on behalf of another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid and that 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.

[The remainder of this page intentionally left blank.]

29.14. Exhibits Incorporated. All exhibits referenced in this Master Permit are incorporated into the Master Permit by this reference.

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

Date: 9/28/16

THE CITY OF SAN DIEGO, a California municipal corporation

By [Signature]
Director, Real Estate Assets

Date: 9/14/16

PERMITTEE:

By [Signature]
(Print Name) Sonya Stockler
(Title) VP Finance & Controller

ENVIRONMENTAL ANALYSIS SECTION:

EAS has determined that the project is exempt from CEQA pursuant to CEQA Guidelines Section 153014 (Existing Facilities). The determination was made on September 26, 2016

Date: October 10, 2016

By [Signature]
(Print Name) Anna L. McPherson AICP
(Title) Senior Planner

APPROVED AS TO FORM:

Date: 10/10/16

JAN I. GOLDSMITH, City Attorney

By [Signature]
Priscilla E. Folger
Deputy City Attorney

Exhibit D: Interference Protection Requirements

1. 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 CITY'S existing radio equipment installed within the Permit Areas or used in the general area. Resulting degraded technical performance in this instance includes, but is not limited to: (a) detectable or measurable received intermodulation; (b) audio distortion or noise; and (c) receiver desensitization in excess of 3.0 dB with respect to 12dB SINAD test.
2. Modifications to Equipment. Modifications to transmitting equipment (including, but not limited to, those which change effective radiated power, transmitter frequency, transmitter modulation, and/or transmitter spurious and harmonic emissions) may require re-notification to existing licensees and/or users operating within the Permit Areas, as well as a new Report.
3. Resulting Interference. Should an interference problem occur within the Permit Areas (or surrounding area) as a result of any new and/or modified equipment and/or installation, PERMITTEE shall initiate mutually agreeable actions among the affected parties to mitigate or resolve the interference problem. If harmful interference cannot be resolved, CITY may recognize the right of other authorized users and, in CITY'S sole discretion, withhold consent or disallow use of the new and/or modified equipment and/or installation, pending settlement of the interference problems between PERMITTEE and other authorized users.
4. No Obligation by CITY for Loss. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by PERMITTEE as a result of the foregoing interference protection requirements, and PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur as a result of CITY'S enforcement thereof.

Exhibit E: Emergency Maintenance Procedures

If PERMITTEE discovers that any of the Communications Equipment is damaged, PERMITTEE shall immediately notify **CITY'S Station 38 at (619) 527-7660**.

If CITY discovers that any of the Communications Equipment is damaged, CITY shall immediately notify **PERMITTEE'S Customer Support Department at 1-888-274-6877**.

CITY may require any replacement Communications Equipment to be relocated, as provided for in this Master Permit.

If the Communications Equipment causes any interference to CITY'S telecommunications equipment and/or system, CITY may require such Communications Equipment to be removed permanently and replaced at another location, as provided for in this Master Permit.

If CITY'S telecommunications and/or Traffic Control systems require emergency repair or maintenance by CITY, CITY shall employ use of PERMITTEE'S emergency shut off switch, per Section 15.2, and notify PERMITTEE immediately at the number above.

PERMITTEE shall not unreasonably interfere with pedestrian or vehicle traffic while installing or maintaining the Communications Equipment.

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 Master Permit.