WatchTV, Inc. FRN 0020-4975-90
KOXO-CD, Portland, OR Facility ID 71080

SIMULCASTING AGREEMENT

Because the station converting to NextGen (KOXO-CD) and the station duplicating programming in ATSC 1.0 format (KORK-CD) are licensed to the same entity, the licensee has not entered into a written channel-sharing agreement with itself. The Media Bureau stated that a written agreement between a licensee and itself is not necessary in the Public Notice, *Media Bureau Announces that It Will Begin Accepting Next Generation Television (ATSC 3.0) License Applications in the Commission's Licensing and Management System on May 28, 2019*, DA 19-453 at fn. 5, rel. May 23 2019: "As such, we find it is appropriate, as in channel sharing, not to require that commonly owned stations enter into or maintain written simulcast agreements."

The licensee will comply with all of the requirements in Section 73.6029(e) of the Commission's Rules for sharing agreements made in writing:

(e) Simulcasting agreements. (1) Simulcasting agreements must contain provisions outlining each licensee's rights and responsibilities regarding:

(i) *Access to facilities, including whether each licensee will have unrestrained access to the host station's transmission facilities;*

The two stations share a common transmitter site under a single transmitter site lease. Therefore, each licensee has the same unrestrained access to the shared site and transmission facilities.

*(ii) Allocation of bandwidth within the host station's chan*nel;

The KORK-CD multicast stream allocated to KOXO-CD will have a fixed bit rate of 4.5 Mb/sec, which is adequate for a standard definition 480p digital signal.

(iii) Operation, maintenance, repair, and modification of facilities, including a list of all relevant equipment, a description of each party's financial obligations, and any relevant notice provisions;

The two stations share a common antenna. The transmitters are separate but are at the same location. The common licensee operates, and will continue to operate, maintain, and repair the facilities of both stations and will continue to bear full financial responsibility for the facilities of both stations. Because the antenna is shared, any modification for one station will necessarily require a modification for the other station.

(iv) Conditions under which the simulcast agreement may be terminated, assigned or transferred; and

There is no specific termination provision. The common licensee of has the authority to decide for both stations when and if to terminate the simulcasting arrangement.

(v) How a guest station's (i.e., a station originating programming that is being transmitted using the facilities of a host station) signal may be transitioned off the host station.

The common licensee has the authority to decide for both stations when and if to remove KOXO-CD's programming from the signal of KORK-CD.