



National Cable Satellite Corporation
Suite 650 • 400 North Capitol Street • Washington, DC 20001

April 7, 2021

Mr. Stephen K. Gnadt
Associate Director
Adele H. Stamp Student Union
3992 Campus Drive
College Park, MD 20742

Re: Proposed WMUC Frequency Change

Dear Mr. Gnadt:

Subject to the terms of the April 5, 2021 agreement between the University of Maryland and National Cable Satellite Corporation, d/b/a C-SPAN ("C-SPAN"), licensees of WMUC and WCSP respectively, C-SPAN does not object to the University's desire to change WMUC's frequency from 88.1 MHz to 90.5 MHz.

Please keep me informed of progress of that transition.

Cordially,

A handwritten signature in black ink that reads "Kate Mills" followed by the date "4/7/21". The signature is written in a cursive, flowing style.

Kate Mills, Station Manager
WCSP-FM 90.1 FM

cc: F. Scott Pippin

AGREEMENT

This Agreement is made as of this 5 day of April 2021.

WHEREAS, the University of Maryland (the “University”) is the licensee of Class D FM radio station WMUC-FM, College Park, Maryland, FCC Facility Identification Number 69019 (“WMUC” or the “Station”).

WHEREAS, WMUC is receiving interference from a nearby full power FM radio station.

WHEREAS, the University wishes to move WMUC to a new FM frequency to remedy the interference.

WHEREAS, the University will file an application (the “Application”) with the Federal Communications Commission (“FCC”) to change WMUC’s frequency from 88.1 MHz to 90.5 MHz.

WHEREAS, the National Cable Satellite Corporation d/b/a C-SPAN (“C-SPAN”) is the licensee of full power radio station WCSP-FM, Washington, DC, FCC Facility Identification Number 68950 (“WCSP”), which broadcasts on 90.1 MHz.

WHEREAS, C-SPAN, in consideration of the making of this Agreement, has agreed not to object to the University’s efforts to change WMUC’s frequency.

NOW THEREFORE, the parties hereto agree as follows:

I. The University agrees that the technical parameters included in the Application will comply with the following mutually agreeable specifications:

- (a) The Effective Radiated Power (“ERP”) specified in the Application will not exceed the ERP specified in the “Analysis of WMUC-FM Signal Interference to WCSP-FM for a New Facility on Channel 211,” dated November 27, 2018 and prepared by prepared by Kean Consultants LLC.
- (b) The antenna height specified in the Application will be the antenna height reflected on WMUC’s current license.
- (c) The antenna location specified in the Application will be the antenna location reflected on WMUC’s current license.

2. After the frequency change of WMUC to 90.5 MHz, the University will continue to employ audio processing in its operation of WMUC, as required by the FCC's rules.

3. After the frequency change of WMUC to 90.5 MHz, the University will not utilize SCA subcarriers in its operation of WMUC.

4. After the frequency change of WMUC to 90.5 MHz, if the University desires to implement IBOC HD Radio operations for WMUC, it will consult and coordinate with C-SPAN prior to doing so.

5. After the frequency change of WMUC to 90.5 MHz, if the University desires to use one or more on-channel FM boosters, it will consult and coordinate with C-SPAN prior to doing so.


6. After the frequency change of WMUC to 90.5 MHz, if the FCC authorizes higher data rates and power levels for radio stations using IBOC HD Radio, the University will not object to C-SPAN's use of (i) any permitted higher data rates, and/or (ii) power levels at -10 dBc or higher for WCSP's IBOC HD radio operations.

7. C-SPAN shall promptly supply the University a letter, in a form acceptable to the University, stating that it does not object to WMUC's request to change its frequency to 90.5 MHz. C-SPAN agrees that the University may provide a copy of the letter to the FCC as part of the Application. Moreover, the University acknowledges (i) that C-SPAN prefers that the University attach a copy of this Agreement as part of the Application; and (ii) that in making this Agreement, C-SPAN has not waived any defenses, rights, or administrative remedies it may have in any judicial or administrative proceeding, particularly with respect to but not limited to the FCC, in the event this Agreement is breached.


8. This document contains the entire agreement of the parties with respect to the subject matter contained herein and may only be amended by a written agreement signed by both parties. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland without regard to conflicts of law provisions. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Any and all notices or other communications required or desired to be given hereunder shall be in writing to the applicable address set forth on the signature page.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first written above.

UNIVERSITY OF MARYLAND, COLLEGE PARK

By: 
Name: Donna Lim
Title: Associate Director
Address: 3972 Campus Drive, 0110 STAMP
College Park, MD 20742

**NATIONAL CABLE SATELLITE CORPORATION,
d/b/a C-SPAN**

By: 
Name: Katherine F. Mills
Title: Station Manager

Suite 650
400 North Capitol Street
Washington, DC 20001