

Council Agenda Report

To: Mayor Peak and the Honorable Members of the City Council

Prepared by: Bonnie Blue, Planning Director

Approved by: Reva Feldman, City Manager 

Date prepared: May 3, 2017

Meeting date: May 22, 2017

Subject: Agreements with Telecom Law Firm, P.C.

RECOMMENDED ACTION: Authorize the City Manager to execute sole source agreements with Telecom Law Firm, P.C. for the preparation of a revised wireless communication facility (WCF) ordinance and for technical and regulatory consultation on WCF permit application reviews.

FISCAL IMPACT: Funding for these agreements was included in the Adopted Budget for Fiscal Year 2016-2017 in Account No. 101-2001-5100 (Planning Professional Services).

DISCUSSION: On November 28, 2016, the City Council adopted Resolution No. 16-48, which initiated amendments to regulations regarding WCFs in the Malibu Municipal Code and Local Coastal Program. As such, this task is included in Fiscal Year 2017-2018 Annual Work Plan. The task includes finalizing a professional services agreement with a consultant to prepare a complete code update for consistency with current Federal¹ and State² law, and to maximize available local control and clarify exemptions from coastal development permit processing. The project includes extensive public outreach and participation, as well as a comprehensive staff training program on implementation.

¹ Spectrum Act – Title IV, Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 (47 U.S.C. 1455); On December 17, 2014, the FCC adopted regulations implementing Section 6409, codified at 47 C.F.R. § 1.40001, which took effect on April 9, 2015. The regulations were intended to clarify which types of WCF projects are covered by the Spectrum Act.

² State Law SB 1627 codified as Government Code Sections 65850.6 and 65964 adopted in 2006; Assembly Bill 57 (Quirk), effective January 1, 2016, a new State statute codified Government Code Section 65964.1 (see <http://bit.ly/1Rcnlpb>), which deems approved all applications for new sites after 150 days and all collocations not covered under the FCC's rules after 90 days.

Subsequent to the adoption of Resolution No. 16-48, staff sought assistance from Telecom Law Firm, P.C. The firm is an industry leader with over 50 years of combined experience including assisting the City Attorney's office with previous WCF permit applications and the cities of Calabasas, Thousand Oaks, and Simi Valley with ordinance updates and implementation.

Pursuant to Malibu Municipal Code Section 2.56130 (Competitive Bidding – Exceptions), the City did not solicit a Request for Proposals for services due to the highly specialized services provided by Telecom Law Firm, P.C. and the use of competitive bidding process would have been impractical and may not have resulted in lower prices to the City. As such, the firm has provided the City with proposals for the following services:

Code Update

The intent of the code update is to address issues that residents, City staff and WCF applicants have experienced during the process of proposing and placing new facilities, including existing facility upgrades throughout the City. City staff wishes to establish a transparent permitting process for WCFs and codify other processing time rules. In addition, the code updates are also necessary to bring the City's ordinance into compliance with Federal and State laws that have been enacted since its adoption in 2003.

Telecom Law Firm, P.C. proposal includes 1) preparation of a revised City WCF ordinance; and 2) creation of an implementation program with a public outreach component. A community meeting would be held to solicit public comment prior to developing an administrative draft of the ordinance and publishing said comments on the City's website. The draft ordinance will be presented to the Zoning Ordinance Revisions and Code Enforcement Subcommittee, followed by additional public workshops and Planning Commission hearings prior to City Council consideration.

Funding for this agreement in the amount of \$53,700 is available in the Adopted Budget for Fiscal Year 2017-2018.

Application Review Services

To ensure that the City is in compliance with Federal and State laws, staff recommends entering into an agreement with Telecom Law Firm, P.C. for technical and regulatory consultation on WCF permit application reviews. These services will assist City staff in assessing technical aspects of applications, such as analysis of "significant gaps" in the applicant's service, feasible alternative locations and/or

design, and whether the applicant proposes the “least intrusive means” to achieve its technical objectives.

The total cost for services will be dependent upon applications received and demand for services. The City will receive the 30 percent administration fee on all costs, which will be covered by WCF application fees.

ATTACHMENTS:

1. Agreement with Telecom Law Firm, P.C. for Revised WCF Ordinance
2. Agreement with Telecom Law Firm, P.C. for Application Review Services

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of May 22, 2017 by and between the City of Malibu (hereinafter referred to as the "City"), and Telecom Law Firm PC (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services: 1) preparation of a revised City wireless telecommunications facility ordinance for adoption; and 2) creation of implementation program and train staff.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to as Exhibit A and made part of this Agreement (the "Scope of Work"), except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement will govern. The Scope of Work may be amended from time to time by way of a written directive from the City; provided, however, that any such amendments by the City must not require the Consultant to perform (1) any services outside the scope of the Consultant's expertise or (2) any services for which the reasonable value of such new or additional services would exceed the fees payable under the Scope of Work. Consultant shall advise the City if any services are outside the scope of the Consultant's expertise.

2.0 TERM OF AGREEMENT. This Agreement will become effective on May 22, 2017 and will remain in effect until services are completed as set forth in the Scope of unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or the City Manager's designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its

professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. The cost of services shall be for a total amount not to exceed \$53,700. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received. In the event that the City contests any amounts set forth in the Consultant's bill, the City shall notify the Consultant within 30 days from its receipt of the bill.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it. In the event that any employee of the Consultant acquires any such interest, the Consultant shall promptly notify the City, meet and confer with the City on appropriate measures to prevent such employee's actual or potential conflict of interest from interfering with the Consultant's performance of any of its obligations under this Agreement and take all such appropriate steps. Should the City, in its exclusive judgment, determine that the measures proposed by consultant to prevent such employee's actual or potential conflict of interest from interfering with the Consultant's performance of any of its obligations under this Agreement are insufficient the agreement may be terminated pursuant to section 6.1.2 below.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed, in the City's reasonable judgment, hereunder. Notwithstanding the foregoing, the Consultant shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to offset anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City. However, the Consultant shall be permitted to assign this Agreement, during 2017 only, to "Telecom Law Firm LLP" or a substantially similar entity that (1) acquires or succeeds to all or substantially all the Consultant's business interests that are the subject matter of this Agreement and (2) is constituted of substantially the same personnel, including Jonathan Kramer and Tripp May.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

- 1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.
- 2) Name and list as additional insured the City, its officers and employees.
- 3) Specify its acts as primary insurance.
- 4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."
- 5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligent or willfully wrongful performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1 The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to,

at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. The City shall mark or otherwise identify any payment it intends to be a "final payment" as used in this Section 6.11. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the reasonable cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY:	Bonnie Blue Planning Director City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 258 FAX (310) 456-2760	CONSULTANT:	Robert C. May III, Esq. Vice President and Shareholder Telecom Law Firm PC 2001 S. Barrington Avenue Suite 306 Los Angeles, CA 90025 TEL (310) 312-9900 tripp@telecomlawfirm.com
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6.20 Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a “consultant” for the purposes of the California Political Reform Act because Consultant’s duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City’s Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City’s Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant’s disclosure obligations in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a “consultant” for the purpose of the California Political Reform Act because Consultant’s duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials _____

This Agreement is executed on _____, 2017, at Malibu, California,
and effective as of May 22, 2017.

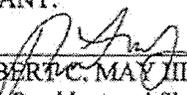
CITY OF MALIBU:

REVA FELDMAN, City Manager

ATTEST:

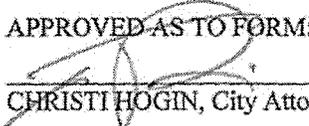
HEATHER GLASER, City Clerk
(seal)

CONSULTANT:

By: 

ROBERT C. MAY III, ESQ.
Vice President and Shareholder

APPROVED AS TO FORM:



CHRISTI HOGIN, City Attorney

EXHIBIT A
Telecom Law Firm, P.C.

UPDATE THE WIRELESS TELECOMMUNICATIONS FACILITY ORDINANCE

Telecom Law Firm, P.C. (“**Consultant**”) proposes the following consultant services for the City of Malibu (the “**City**”): (1) preparation of a revised City wireless telecommunications facility ordinance for adoption; and (2) creation of implementation program and train staff.

TASK 1.0 PREPARATION AND PROCESSING OF ORDINANCE

The purpose of the update to the City of Malibu Wireless Telecommunication Facility Ordinance is to bring the City’s existing wireless telecommunications facilities regulations in Malibu Municipal Code Title 17 and the Local Coastal Program (collectively, “**City Ordinances**”) into compliance with federal law under Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012 [codified as 47 U.S.C. § 1455(a)] (the “**Spectrum Act**”), the FCC’s procedural rules that went into effect on April 9, 2015 and any other subsequent regulation or legislation that may come into effect during the pendency of this project. The ordinance shall, to the extent permitted by law and consistent with the City’s values and preferences: (1) preserve the City’s local authority over facilities within all zoning districts to the extent permitted by federal and state law; (2) address concerns of Malibu residents including but not limited to evaluation of coverage objectives, alternatives, setbacks, and aesthetic impacts; (3) provide application and permitting procedures; (4) incorporate development, maintenance and compliance standards; and (5) require all facilities to be subject to standard conditions of approval.

Task 1.1 – Project Initiation

Attend an introductory meeting with staff to review the project tasks, schedule, establish logistical coordination, expectations, public outreach, potential stakeholders, and participation.

Deliverable(s)

- a. Detailed Project Schedule to include deliverables as listed below.

Task 1.2 – Evaluation of Existing City Ordinances

Review all relevant regulatory documents in preparation of the draft ordinance. Staff will provide the following for review:

- a. Malibu Municipal Code (MMC) Title 17
- b. LCP Local Implementation Plan (LIP)
- c. LCP Land Use Plan (LUP)
- d. General Plan
- e. Interpretations manual
- f. Informal staff notes and recommendations

This Task will include one (1) round of staff comments and one (1) conference call to confirm proposed changes prior to the preparation of the Administrative Draft described in Task 1.5.

Deliverable(s)

- a. Draft memorandum of proposed changes for staff’s review in Microsoft Word format.

Task 1.3 – Public Workshop

Consultant will facilitate a public workshop to provide an overview of the existing City Ordinances, federal and state regulatory frameworks related to wireless issues, and the basics of wireless telecommunication facilities. Consultant will also solicit input from the community and stakeholders on a draft ordinance and desired outcomes. Consultant, in coordination with City staff, will be responsible for facilitating the

workshop and providing the content, display materials and presentation. City staff will be responsible for securing workshop locations and printing and mailing announcements.

Task 1.4 – Summarize Public Workshop

Consultant will prepare a summary of the information received at the public workshop.

Deliverable(s)

- a. Summary of Public Workshop

Task 1.5 – Administrative Draft

Consultant shall develop a draft wireless telecommunications facilities ordinance (“**Administrative Draft**”) based on staff recommendations, best practices and all federal, state, and local regulations adopted and applicable during the term of the engagement.

This Task will include at least two (2) rounds of comments from City staff including the City Attorney’s Office and two (2) conference calls.

Deliverable(s)

- a. Summary of recommended changes
- b. Administrative Draft with redlines/strikethrough in Microsoft Word format
- c. Matrix comparing differences between City Ordinances and Administrative Draft with recommendations/comments
- d. Matrix of adopted ordinances by comparable cities

Task 1.6 – Public Review Draft

Based on City staff’s review of the Administrative Draft, Consultant will prepare a public draft (“**Public Review Draft**”) for presentation to the Zoning Ordinances Revisions and Code Enforcement Subcommittee (“**ZORACES**”).

Consultant anticipates this step will include at least two (2) revisions and one (1) conference call.

Deliverable(s)

- a. Summary of recommended changes
- b. Public Review Draft with redlines/strikethrough in Microsoft Word format
- c. Matrix comparing differences between City Ordinances and Public Review Draft with recommendations/comments
- d. Matrix of adopted ordinances by comparable cities

Task 1.7 – Public Meetings

Consultant will prepare for and attend one (1) ZORACES meeting, up to three (3) Public Workshops, two (2) Planning Commission meetings, and one (1) City Council meeting or any combination thereof for the purposes of receiving public comment and recommendations from City officials to revise the Public Review Draft for a final draft ordinance for the City’s adoption (“**Final Draft Ordinance**”). The City will be responsible for noticing. Consultant will work with the City to allocate responsibility for preparation of staff reports, draft ordinance, attachments, and meeting materials, including presentations, as necessary.

Deliverable(s)

- a. Staff reports, presentations, and other meeting materials in coordination with the City for public meetings
- b. Final Draft Ordinance with redlines/strikethrough in Microsoft Word format

Task 1.8 – CEQA

The City will analyze the Final Draft Ordinance under the California Environmental Quality Act (“CEQA”) Guidelines and local City CEQA Guidelines and prepare a mitigated negative declaration, or more likely negative declaration, or other environmental document required under CEQA.

Note: CEQA reviews for ordinances are generally limited in scope because separate CEQA determinations or exemptions are issued for each cell site application based on the specific facts of the application.

Task 1.9 – Local Coastal Program Amendment Certification

Consultant shall assist staff in submitting the Final Draft Ordinance to the California Coastal Commission (“CCC”) and attend at least one CCC meeting. This task should include Consultant’s review of City staff’s analysis and documents, if necessary as determined by the City.

TASK 2.0 CREATE IMPLEMENTATION PROGRAM

Task 2.1 – Create Application Materials

Consultant shall prepare an application package for City staff review to implement the updated wireless telecommunication ordinance (“Adopted Ordinance”). This task should include up to three (3) revisions. The City will create PDF fillable forms for public consumption.

Deliverable(s)

- a. Application package in Microsoft Word Format

Task 2.2 – Application Process

Consultant shall work with the City to develop an application process and draft processing guidelines and best practices to ensure compliance with the Adopted Ordinance and the FCC’s procedural rules. This task should include up to two (2) revisions.

Deliverable(s)

- a. Draft application processing guidelines with best practices recommendations for workflow, turnaround times, findings, conditions of approval, etc.

Task 2.3 – Staff Training

Consultant will conduct at least two staff trainings and will assume responsibility for creating training materials including presentations.

Deliverable(s)

- a. Training materials including presentations and application package

Task 2.4 – Wireless 101 Workshop

Consultant will conduct a workshop before the Planning Commission or other public meeting as directed by staff to educate decision-makers and members of the public. This task will include one meeting or conference call in preparation for the workshop and for the workshop itself.

Deliverable(s)

- a. Presentation and workshop at Planning Commission or other public meetings

TASK	PROJECT	PERSONNEL	HOURLY RATE	WORK TIME	TRAVEL TIME	SUBTOTAL per PERSON	SUBTOTAL
PREPARATION AND PROCESSING OF ORDINANCE	Initial Staff Meeting (Task 1.1)	Kramer	\$ 300.00	2	0.5	\$ 675.00	
		May	\$ 300.00	2	7	\$ 1,650.00	
		Johnston	\$ 250.00	2	7	\$ 1,375.00	\$ 3,700.00
	Evaluation of Existing Ordinances (Task 1.2); Administrative Draft (Task 1.4); Public Review Draft (Task 1.5)	ALL	FLAT	\$ -	\$ -	\$ -	\$ 18,000.00
	Initial Public Workshop (Task 1.3)	May	\$ 300.00	4	7	\$ 2,250.00	\$ 2,250.00
	Initial Public Workshop Memo (Task 1.3)	May	\$ 300.00	2	0	\$ 600.00	\$ 600.00
	ZORACES Meeting (Task 1.7)	May	\$ 300.00	4	7	\$ 2,250.00	\$ 2,250.00
	Optional Public Workshop 1 (Task 1.7)	May	\$ 300.00	4	7	\$ 2,250.00	\$ 2,250.00
	Optional Public Workshop 2 (Task 1.7)	May	\$ 300.00	4	7	\$ 2,250.00	\$ 2,250.00
	Optional Public Workshop 3 (Task 1.7)	May	\$ 300.00	4	7	\$ 2,250.00	\$ 2,250.00
	Planning Commission Meeting 1 (Task 1.7)	May	\$ 300.00	4	7	\$ 2,250.00	\$ 2,250.00
	Planning Commission Meeting 2 (Task 1.7)	May	\$ 300.00	4	7	\$ 2,250.00	\$ 2,250.00
	City Council Meeting (Task 1.7)	May	\$ 300.00	4	7	\$ 2,250.00	\$ 2,250.00
	Local Coastal Program Amendment Certification (attend at least one CCC meeting) (Task 1.9)	May	\$ 300.00	4	7	\$ 2,250.00	
	Local Coastal Program Amendment Certification (review City staff's analysis and documents) (Task 1.9)	May	\$ 300.00	2	0	\$ 600.00	\$ 2,850.00
TASK 1 TOTAL				46	77.5		\$ 43,150.00
CREATE IMPLEMENTATION PROGRAM	Create Application Materials (Task 2.1)	ALL	FLAT	0	\$ -	\$ -	\$ -
	Application Process (Task 2.2)	May	\$ 300.00	3	0	\$ 900.00	
		Kramer	\$ 300.00	3	0	\$ 900.00	
		Johnston	\$250	8	0	\$ 2,000.00	\$ 3,800.00
	Staff Training (Task 2.3)	May	\$ 300.00	8	14	\$ 4,500.00	\$ 4,500.00
Wireless 101 Workshop (Task 2.4)	May	\$ 300.00	4	7	\$ 2,250.00	\$ 2,250.00	
TASK 2 TOTAL				26	21		\$ 10,550.00
GRAND TOTAL				72	98.5		\$ 53,700.00

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of May 22, 2017 by and between the City of Malibu (hereinafter referred to as the "City"), and Telecom Law Firm PC (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating Expert technical and regulatory consultation, advice and other assistance with wireless permit application reviews.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to as Exhibit A and made part of this Agreement (the "Scope of Work"), except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement will govern. The Scope of Work may be amended from time to time by way of a written directive from the City; provided, however, that any such amendments by the City must not require the Consultant to perform (1) any services outside the scope of the Consultant's expertise or (2) any services for which the reasonable value of such new or additional services would exceed the fees payable under the Scope of Work. Consultant shall advise the City if any services are outside the scope of the Consultant's expertise.

2.0 TERM OF AGREEMENT. This Agreement will become effective on May 22, 2017 and will remain in effect for a period of two years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or the City Manager's designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or her designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its

professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or her designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received. In the event that the City contests any amounts set forth in the Consultant's bill, the City shall notify the Consultant within 30 days from its receipt of the bill.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it. In the event that any employee of the Consultant acquires any such interest, the Consultant shall promptly notify the City, meet and confer with the City on appropriate measures to prevent such employee's actual or potential conflict of interest from interfering with the Consultant's performance of any of its obligations under this Agreement and take all such appropriate steps. Should the City, in its exclusive judgment, determine that the measures proposed by consultant to prevent such employee's actual or potential conflict of interest from interfering with the Consultant's performance of any of its obligations under this Agreement are insufficient the agreement may be terminated pursuant to section 6.1.2 below.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for

services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed, in the City's reasonable judgment, hereunder. Notwithstanding the foregoing, the Consultant shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to offset anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City. However, the Consultant shall be permitted to assign this Agreement, during 2017 only, to "Telecom Law Firm LLP" or a substantially similar entity that (1) acquires or succeeds to all or substantially all the Consultant's business interests that are the subject matter of this Agreement and (2) is constituted of substantially the same personnel, including Jonathan Kramer and Tripp May.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

- 3) Specify its acts as primary insurance.
- 4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."
- 5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligent or willfully wrongful performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1 The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. The City shall mark or otherwise identify any payment it intends to be a "final payment" as used in this Section 6.11. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the reasonable cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of

this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY: Bonnie Blue
Planning Director
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861
TEL (310) 456-2489 x 258
FAX (310) 456-2760

CONSULTANT: Robert C. May III, Esq.
Vice President and Shareholder
Telecom Law Firm PC
2001 S. Barrington Avenue
Suite 306
Los Angeles, CA 90025
TEL (310) 312-9900
tripp@telecomlawfirm.com

6.20 Warranty of Authorized Signatories. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a “consultant” for the purposes of the California Political Reform Act because Consultant’s duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City’s Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City’s Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant’s disclosure obligations in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a “consultant” for the purpose of the California Political Reform Act because Consultant’s duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City’s Conflict of Interest Code.

City Initials _____
Consultant Initials _____

This Agreement is executed on _____, 2017, at Malibu, California,
and effective as of May 22, 2017.

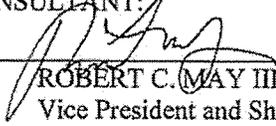
CITY OF MALIBU:

REVA FELDMAN, City Manager

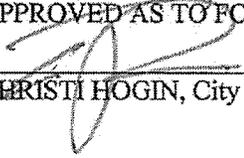
ATTEST:

HEATHER GLASER, City Clerk
(seal)

CONSULTANT:

By: 
ROBERT C. MAY III, ESQ.
Vice President and Shareholder

APPROVED AS TO FORM:



CHRISTI HOGIN, City Attorney

EXHIBIT A
Telecom Law Firm, P.C.
Scope of Work

Telecom Law Firm, P.C. (“**Consultant**”) proposes the following consultant services for the City of Malibu.

PART A. APPLICATION REVIEW SERVICES

TASK 1.0 APPLICATION REVIEW

Task 1.1 – Application Reviews

At the City’s request, Consultant will review wireless siting applications and provide the City with a written analysis (each a “**Memorandum**”). Consultant will send the Memorandum to the City within fourteen (14) calendar days after received by the Consultant.

Task 1.2 – Memorandum Content

Each Memorandum will evaluate the following: (1) application completeness; (2) actual or planned compliance with federal radio frequency exposure guidelines established by the Federal Communications Commission; and (3) any technical or regulatory issues pertaining to wireless facilities siting specifically requested by the City.

Depending on the nature of the particular proposal, the written memorandum may also evaluate the following: (1) applicability and/or compliance with applicable federal and state regulations for wireless facilities siting; (2) whether the application involves a “significant gap” in the applicant’s service; (3) whether the applicant proposes the “least intrusive means” to achieve its technical objectives; (4) compliance with applicable municipal code and Local Coastal Program regulations; (5) potentially feasible or available alternative locations and/or designs; and/or (6) any other issues that Consultant, in its expert experience and opinion, finds relevant or helpful to the City’s review.

Task 1.3 – Memorandum Revision

Consultant shall, at the City’s option, prepare one revision or follow-up to the Memorandum.

Task 1.4 – Reasonable Consultation Time

Consultant will provide up to one hour of consultation time on the telephone or through e-mail with the City and, if requested by the City, the applicant on matters related to the wireless siting application.

Task 1.5 – Building Permit Review

Consultant will review the building permit plans for conformance with approved plans and provide the City an email indicating whether the plans are in conformance or revisions are required.

Task 1.6 – Compliance with FCC RF Guidelines

As may be required by the City, Consultant will review any post-installation RF compliance report submitted by the Applicant to ensure that the site is in compliance with the currently accepted ANSI/IEEE emission standards as specific by the FCC.

Task 1.7 – Additional Consultation Time

Beyond one hour, additional consultation electronically, telephonically, or in person shall be subject to hourly fees, and any such hourly consultation shall require the prior approval of the City.

TASK 2.0 MEETINGS

On a mutually coordinated and time-available basis, Consultant will attend Planning Commission and City Council meetings for pending wireless telecommunication facility applications, public hearings and any other necessary meetings as requested by the City related to the scope of work covered by Part A.

PART B GENERAL CONSULTING SERVICES

Consultant will provide general consultation to the City as requested by the City's wireless Project Manager including keeping the City abreast of federal and state laws, and will evaluate the impacts to the Adopted Ordinance or the processing of wireless telecommunication applications. In addition, Consultant will attend court appearances with the City's main legal counsel, and provide legal research and support at the request of the City. Expert witness services may be negotiated in a separate agreement and are not included under this scope of work.

1. As requested by the Planning Director, accept any and all documents electronically; including utilization of OnBase (records management system), and any additional electronic formats accepted by the City.
2. Respond within one (1) business day to communications from the City.
3. Maintain one (1) individual as the contact for all communication with the City.

PART D SCHEDULE OF FEES

This section describes the rates and general payment terms for the services described in Parts A, B, and C. The fees are divided into (1) flat fees for services unlikely to be significantly affected by variables between particular projects and (2) hourly fees for optional services the City may request at its option. This structure has been designed to provide reasonable cost certainty to both the City and the applicant, and flexibility to the City to obtain assistance for complex projects that may require additional time and effort.

1. FLAT

Telecom Law Firm will perform the services described in Task 1.0, except additional or follow-up memorandums described in Task 1.3 and additional consultation time described in Task 1.4, for a flat fee equal to Two Thousand Two Hundred Fifty Dollars (\$2,250) per project. Telecom Law Firm will invoice the City for flat fee services at the time it delivers the Memorandum. Payment on invoices for flat fee services will be due within thirty (30) days after receipt by the City. Time spent on flat-fee services will not be tracked on invoices.

2. HOURLY FEES

Telecom Law Firm will perform all services described in Task 2.0, and services related to additional or follow-up memorandums described in Task 1.3 and additional consultation time described in Task 1.4, on an hourly-fee basis in accordance with Schedule 1 below:

Personnel	Hourly Rate
Partner	\$300
Associate/Of Counsel	\$250
Paralegal	\$160

Schedule 1: Hourly Rates

All time will be tracked and billed in six-minute increments (0.1 hour) and rounded up to the nearest 0.1 hour unit. Telecom Law Firm will invoice the City for hourly fee work no more frequently than once in any fifteen (15) day period, and payment on invoices for hourly fee services will be due within thirty (30) days after receipt by the City.

3. TRAVEL TIME

In the event that the City requests services that require Telecom Law Firm personnel to travel, Telecom Law Firm will track and bill all travel time in accordance with Part D, Item 2; provided, however, that all travel time will be subject to a fifty percent (50%) discount.

4. EXPENSES

The City will reimburse Telecom Law Firm for all ordinary costs and expenses reasonably incurred by Telecom Law Firm in connection with the services provided by Telecom Law Firm to the City. Expenses will appear on invoices without any markup and be due and payable within thirty (30) days after receipt by the City.