



# Council Agenda Report

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

Prepared by: Patricia Salazar, Senior Administrative Analyst

Reviewed by: Richard Mollica, Acting Planning Director

Approved by: Reva Feldman, City Manager

Date prepared: December 16, 2020 Meeting date: January 11, 2021

Subject: Award Agreements for Wireless Communication Facility Application Review Services

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**RECOMMENDED ACTION:** Authorize the Mayor to: 1) Execute an agreement with The Center for Municipal Solutions (dba Monroe Telecom Associates, LLC) for wireless communication facility application review services; and 2) Execute an agreement with HR Green Pacific, Inc. for wireless communication facility application review services.

**FISCAL IMPACT:** The services rendered by the Consultants will be funded by wireless communication facility application planning fees. For services not reimbursable by application fees, funding was included in the Adopted Budget for Fiscal Year 2020-2021 in Account No. 101-2001-5100 (Planning Professional Services).

**WORK PLAN:** This item was not included in the Adopted Work Plan for Fiscal Year 2020-2021.

**DISCUSSION:** The Planning Department oversees the processing of wireless communication facility applications. Due to the technical and regulatory expertise required, the City utilizes a third-party reviewer for WCF applications to ensure that the City is in compliance with Federal and State laws.

In addition, the third-party reviewer assists staff in assessing the 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 proposed the “least intrusive means” to achieve its technical objectives.

On September 29, 2020, the Council directed staff issued a Request for Proposals to obtain a consultant for third-party review of wireless communication facility applications. At the end of the 30-day submittal period, the City received four proposals (in alphabetical order):

- Gunnerson Consulting & Communication Site Services
- HR Green Pacific, Inc.
- Telecom Law Firm, P.C.
- The Center for Municipal Solutions (CMS) (dba Monroe Telecom Associates, LLC)

All four firms are highly qualified to perform the requested services. Staff reviewed the proposals and conducted interviews with all the firms. The interview panel consisted of representatives from the City's Planning Department. Each candidate was evaluated on their interview presentation and response to the City's RFP. In selecting a firm, staff weighed its evaluation heavily on two factors: 1) given the need for site inspections services, it is important that the firm have offices in Southern California; and 2) to resolve any conflicts of interest, staff evaluated if the firm conducted work on behalf of the wireless industry as well as government agencies. Based on staff's evaluation, staff is recommending entering into agreements with two firms: CMS and HR Green Pacific, Inc.

Staff is recommending that CMS will act as the primary consultant to conduct application reviews and provide the City with technical expertise services. The consulting firm of HR Green Pacific, Inc. shall serve as the secondary consultant to be utilized should there be an overflow of applications and provide other services as needed. Furthermore, staff also believes that these two firms can meet the expectations raised by the both the City Council and residents during recent Council meetings.

The two firms recommended by staff provide a multitude of services including post-approval compliance, final inspections, RF emissions and noise testing, mapping of existing facilities, and enforcement of unpermitted facilities. Staff is seeking input from the Council if staff should return with amendments to the agreements to include some or all of these services.

Staff has received correspondence regarding this RFP. They are attached hereto as Attachment 5.

**SUMMARY:** Staff recommends the Council enter into agreements with the recommended firms for the processing of wireless communication facility applications.

ATTACHMENTS:

1. Professional Services Agreement with CMS
2. Professional Services Agreement with HR Green Pacific, Inc.
3. Request for Proposal and Addendum No. 1
4. Responses to Request for Proposal
5. Correspondence

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of January 11, 2021 by and between the City of Malibu (hereinafter referred to as the "City"), and Center for Municipal Solutions (CMS) (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 to provide expert, technical, regulatory consultation, application review, and other assistance with wireless communications facility applications.

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 and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

**2.0 TERM OF AGREEMENT.** This Agreement will become effective on January 11, 2021, 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 her 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 work performed, unless first approved by the City Manager, or her designee.



4.1 The Consultant shall submit to the City, by no later than the end of the following 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.

**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.

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 thirty (30) 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 hereunder. Notwithstanding the foregoing, the Consultants 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 off-set 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.

**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 its officers, agents and employees, from and against any and all liability, damages, expenses, causes of action, suits, claims, costs, fees, penalties, or judgments, of any nature whatsoever, including reasonable attorneys fees and costs of suit, brought by or owed to third parties, to the extent caused by Consultant's negligent or wrongful performance or breach of this Agreement.

City shall indemnify, defend, and hold harmless Consultant, its officers, directors, agents and employees, from and against any and all liability, damages, expenses, causes of action, suits, claims, costs, fees, penalties, or judgments, of any nature whatsoever, including reasonable attorneys fees and costs of suit, brought by or owed to third parties, to the extent caused by the City's negligent or wrongful performance or breach 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, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

**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 (for purposes of this section final payment shall mean the final payment of the contractual relationship between Consultant and the City and not any final payment for any one project or job) made for an invoice marked by Consultant as 'Final Invoice' or a payment marked "Final Payment" by the City 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. 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 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 and be limited only by the applicable of Statute of Limitations, 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:** Richard Mollica  
Acting Planning Director  
City of Malibu  
23825 Stuart Ranch Road  
Malibu, CA 90265-4861  
TEL (310) 456-2489 x 346  
FAX (310) 456-2760

**CONSULTANT:** Robert C. Ross  
CMS  
1467 Mountain Meadow Dr.  
Oceanside, Ca. 12056  
TEL (619) 318-7589  
EMAIL: rcross5@cox.net.

**6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures.** 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. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

**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 *JMaurice* \_\_\_\_\_

**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 \_\_\_\_\_, 2021, at Malibu, California, and effective as of January 11, 2021.

CITY OF MALIBU:

\_\_\_\_\_  
MIKKE PIERSON, Mayor

ATTEST:

\_\_\_\_\_  
HEATHER GLASER, City Clerk  
(seal)

CONSULTANT:

By: \_\_\_\_\_

*JMaurice*

Director of Western Operations

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED  
BY THE CITY ATTORNEY'S OFFICE

\_\_\_\_\_  
JOHN COTTI, Interim City Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES**

Under the direction of the City, Consultant shall provide technical and regulatory advice to City concerning applications for telecommunications facilities as follows:

**A. APPLICATION REVIEW**

**1. Wireless Siting Application Reviews**

At the City's request and within Consultant's expertise as a wireless site application reviewer, Consultant will review wireless siting applications and provide the City with a written analysis as described below:

**2. Memorandum/Memoranda Content**

**a. Incomplete Memorandum.** Upon receipt of an application by the Consultant directly from the City, Consultant will evaluate and identify whether any items that are required in the City's wireless application are not completed by the applicant. If there are incomplete items, the Consultant will send the City an "Incomplete Memorandum" by email or an attachment to an email within:

i. nine (9) calendar days for an initial review of a wireless application that is submitted by the applicant as a small wireless facility; or

ii. twenty-one (21) calendar days for an initial review of a wireless application that are submitted by the applicant in a category that is not a small wireless facilities; or

iii. nine (9) calendar days for a resubmittal review of a wireless application that was deemed incomplete.

**b. Project Memorandum:**

Once an application is determined by the City or deemed by law to be complete, Consultant will:

i. identify the regulatory classification under which the project should be processed (i.e., Section 6409(a); Small Wireless Facility; major modification; new site; etc.); and

ii. discuss design matters, if any, that may reduce the impact of the proposed site configuration;

iii. evaluate time, place, and manner considerations for wireless sites located in the Public Right of Way;

v. assess the planned compliance with federal radio frequency exposure guidelines established by the Federal Communications Commission, and;

vi. determine any other wireless site-related issues that Consultant, in its experience and opinion, believes to be relevant or helpful to the City's review of the wireless application.

3. **Memorandum Revision:** Consultant shall, at the City's option, without an additional fee, Consultant shall prepare one revision or follow-up to the Incomplete or Project Memorandum. All additional revisions or follow-ups are charged on an hourly basis.

**4. Consultation Time:**

- i. Consultant will provide consultation by telephone and/or through e-mail with the City per project at no additional cost for the flat fee portion of any project.
- ii. For any project where hourly charges apply (i.e., after the flat fee portion of a project), hourly fees for consultations via telephone and/or email will apply.

It is understood by the parties that every wireless project is unique as to location and design, and some projects may not proceed all the way to an approval or denial, or the project at a given location may be moved by an applicant to a different location necessitating an entirely new project review under a separate fee.

**B. ATTENDANCE OF MEETINGS**

As requested by the City, Consultant will attend in-person meetings subject to Consultant's availability. Meeting attendance includes travel time from Consultant's office to and from the City. Meeting attendance is billed at the hourly rates in this Agreement.

**C. GENERAL CONSULTING SERVICES**

At the City's request, Consultant will engage with the City in regards to any non-privileged communications within the competence of Consultant as determined by Consultant in any form on a time available basis of Consultant, and invoiced on an hourly basis (including travel time from Consultant's office to and from the City if necessary).

[END OF EXHIBIT A]



**EXHIBIT "B"**

**CONSULTANT'S SCHEDULE OF FEES**

**HOURLY FEES:** Consultant shall perform all services described in Exhibit A and all other services not described in the Scope of Services but mutually agreed upon by City and Consultant on an hourly-fee basis in accordance with Schedule 1 below:

<b><u>Personnel</u></b>	<b><u>Rate</u></b>
Robert Ross	\$ 300

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of January 11, 2021 by and between the City of Malibu (hereinafter referred to as the "City"), and HR Green Pacific, Inc. (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 to provide expert, technical, regulatory consultation, application review, and other assistance with wireless communications facility applications.

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 and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

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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 hereunder. Notwithstanding the foregoing, the Consultants 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 off-set anticipated damages.

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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 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, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

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## **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. 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 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:** Richard Mollica  
Acting Planning Director  
City of Malibu  
23825 Stuart Ranch Road  
Malibu, CA 90265-4861  
TEL (310) 456-2489 x 346  
FAX (310) 456-2760  
EMAIL  
rmollica@malibucity.org

**CONSULTANT:** George A. Wentz  
Vice President  
HR Green Pacific, Inc.  
1260 Corona Pointe Court  
Suite 305  
Corona, CA 92879-5013  
TEL (855) 900.4742  
EMAIL gwentz@hrgreen.com

**6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures.** 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. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

**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 GAW

**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 \_\_\_\_\_, 2020, at Malibu, California,  
and effective as of January 11, 2021.

CITY OF MALIBU:

\_\_\_\_\_  
MIKKE PIERSON, Mayor

ATTEST:

\_\_\_\_\_  
HEATHER GLASER, City Clerk  
(seal)

CONSULTANT:



\_\_\_\_\_  
By: GEORGE A. WENTZ, Vice President

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED  
BY THE CITY ATTORNEY'S OFFICE

\_\_\_\_\_  
JOHN COTTI, Interim City Attorney

**EXHIBIT A**  
**SCOPE OF SERVICES**

Under the direction of the City, Consultant shall provide technical and regulatory advice to City concerning applications for telecommunications facilities as follows:

**A. APPLICATION REVIEW**

**1. Wireless Siting Application Reviews**

At the City's request and within Consultant's knowledge as a wireless site application reviewer, Consultant will review wireless siting applications and provide the City with a written analysis as described below:

**2. Memorandum/Memoranda Content**

**a. Incomplete Memorandum.** Upon receipt of an application by the Consultant directly from the City, Consultant will evaluate and identify whether any items that are required in the City's wireless application are not completed by the applicant. If there are incomplete items, the Consultant will send the City an "Incomplete Memorandum" by email or an attachment to an email within:

i. nine (9) calendar days for an initial review of a wireless application that is submitted by the applicant as a small wireless facility; or

ii. twenty-one (21) calendar days for an initial review of a wireless application that are submitted by the applicant in a category that is not a small wireless facilities; or

iii. nine (9) calendar days for a resubmittal review of a wireless application that was deemed incomplete.

**b. Project Memorandum:**

Once an application is determined by the City or deemed by law to be complete, Consultant will:

i. identify the regulatory classification under which the project should be processed (i.e., Section 6409(a); Small Wireless Facility; major modification; new site; etc.); and

ii. discuss design matters, if any, that may reduce the impact of the proposed site configuration;

iii. evaluate time, place, and manner considerations for wireless sites located in the Public Right of Way;

v. assess the planned compliance with federal radio frequency exposure guidelines established by the Federal Communications Commission, and;

vi. determine any other wireless site-related issues that Consultant, in its experience and opinion, believes to be relevant or helpful to the City's review of the wireless application.

3. **Memorandum Revision:** Consultant shall, at the City's option, without an additional fee, Consultant shall prepare one revision or follow-up to the Incomplete or Project Memorandum. All additional revisions or follow-ups are charged on an hourly basis.

**4. Consultation Time:**

- i. Consultant will provide consultation by telephone and/or through e-mail with the City per project at no additional cost for the flat fee portion of any project.
- ii. For any project where hourly charges apply (i.e., after the flat fee portion of a project), hourly fees for consultations via telephone and/or email will apply.

It is understood by the parties that every wireless project is unique as to location and design, and some projects may not proceed all the way to an approval or denial, or the project at a given location may be moved by an applicant to a different location necessitating an entirely new project review under a separate fee.

**B. ATTENDANCE OF MEETINGS**

As requested by the City, Consultant will attend in-person meetings subject to Consultant's availability. Meeting attendance includes travel time from Consultant's office to and from the City. Meeting attendance is billed at the hourly rates in this Agreement.

**C. GENERAL CONSULTING SERVICES**

At the City's request, Consultant will engage with the City in regards to any non-privileged communications within the competence of Consultant as determined by Consultant in any form on a time available basis of Consultant, and invoiced on an hourly basis (including travel time from Consultant's office to and from the City if necessary).

[END OF EXHIBIT A]

Consultant: GAW

## Fee Schedule

Received  
11/30/2020  
Planning Dept.

### A. Flat Fee: \$1,200 per application

Additional fees based on our hourly fee schedule would be incurred for re-submissions due to incomplete information requiring:

- More than 2 hours' resubmission-related review time,
- Significant public process involvement,
- RF Non-ionizing electromagnetic radiation (NIER) report technical reviews
- Protracted/legal challenges which may arise on individual submissions.

**Note:** This includes up to three (3) reviews and does not include field assessments.

### B. Additional Reviews - Time and Material (T&M)

We are able to offer small cell / WCF application review on a time and material basis at \$185/hour.

### C. Hourly fees – HR Green Rate Schedule

We are able to offer our other consulting services on a time and material basis at our standard hourly rates attached.

# HR Green Pacific, Inc. Hourly Rate Schedule

<b>Personnel Classification</b>	<b>Hourly Billing Rate</b>
Principal-in-Charge/Program Manager	\$220-270
Project Manager / Senior Planner	\$180-215
QA/QC Manager	\$170-200
Civil Plan Check Manager	\$175-215
Senior Professional/Project Engineer	\$165-215
Traffic Engineer	\$180-215
Professional Engineer	\$155-185
Associate Engineer	\$140-170
Assistant Engineer	\$110-150
Senior Civil Plan Checker	\$170-195
Plan Checker	\$145-175
Transportation Manager	\$160-195
Transportation Planner	\$130-175
Permit Technician	\$ 85-110
Administrative Assistant	\$ 75-105

## **Notes:**

1. Other classifications are available based upon the needs of the agency.
2. All general engineering tasks will be negotiated on a case by case basis using the hourly rates provided for personnel assigned to the contract.

**Professional Reimbursement / Hourly and Overtime Rates:** The hourly billing rates include the cost of salaries of the HR Green employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). All employees classified as “non-exempt” by the U.S. Department of Labor will be compensated at 1.5 times salary, as per state and Federal wage and hour for overtime hours. Billing rates will be calculated accordingly for overtime hours.

**Direct/Reimbursable Expenses and Subconsultants:** Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus 15% percent for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- b. Subconsultants and other outside services, if needed.
- c. Specific telecommunications and delivery charges.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.
- f. Mileage and vehicle costs directly related to agency services.
- g. Travel expenses (e.g., hotel, meals, transportation, etc.)

Our hourly fees/rates shall remain effective through December 31, 2020 and may be adjusted annually thereafter as negotiated with and agreed to by the agency.



**City of Malibu**  
**Request for Proposals**  
**Wireless Communication Facilities**  
**Application Reviews**

Release Date: October 29, 2020

Submissions Due: 4:00 pm on November 29, 2020

**1. Introduction**

The City of Malibu Planning Department is seeking proposals from a qualified consulting firm to provide expert, technical, regulatory consultation, application review, and other assistance with wireless communications facility applications. The contract shall be for a minimum of two years.

**2. Background**

The City of Malibu (City) is a coastal city located in the northwestern portion of Los Angeles County, California, with a population of approximately 13,000 people. The City was incorporated in 1991, operates under the Council/Manager form of government, and is considered a contract city. The five members of the City Council are elected at-large. They serve staggered four-year terms, with the Mayor being selected from among the Council Members.

The City covers approximately 21 miles along the coast and offers a full range of municipal services. The City has an equivalent of 88.67 full-time employees. The City's seven (7) departments provide a number of in-house services including management and administrative services, building safety, community services, environmental sustainability, planning, public works and engineering. Police and fire services are provided via contract with Los Angeles County. Other services such as the City Attorney, water, street maintenance and garbage collection services are also provided via contract or by Los Angeles County. The City of Malibu's Adopted Fiscal Year 2020-2021 General Fund Operating Budget is \$29.54 million and the City's Overall Budget is \$63.79 million.

The Planning Department assists the community in planning for the future and managing development consistent with the community vision, while meeting City regulatory obligations. Staff provides a wide range of professional advice and services

to the public, applicants, outside agencies, the Planning Commission, and the City Council. The Planning Department provides current and long-range planning, biological services, and code enforcement, as well as a robust public information and records management program. In addition to these services, the Planning Department is responsible for the conformance review of wireless communications facility applications to the Malibu Municipal Code and the Local Coastal Program and state and federal regulations.

### 3. Scope of Services

The selected consultant shall perform work under the direction of the Planning Director, to provide technical and regulatory advice to City staff concerning applications for wireless communications facilities as follows:

#### A. Application Review

##### 1. Wireless Communications Facility Application Reviews

At the City's request, the consultant shall review wireless communications facility applications and provide the City with a written analysis as described below:

##### 2. Memorandum/Memoranda Content

###### a. Incomplete Memorandum:

Upon receipt of an application by the consultant directly from the City, the consultant will evaluate and identify whether any items that are required in the City's wireless communications facility application are not completed by the applicant. If there are incomplete items, the consultant will send the City an "Incomplete Memorandum" by email or an attachment to an email within:

i. nine (9) calendar days for an initial review of a wireless application that is submitted by the applicant; and

ii. nine (9) calendar days for a resubmittal review of a wireless communications facility application that was deemed incomplete.

###### b. Project Memorandum:

Once an application is determined by the City or deemed by law to be complete, the consultant shall:

i. identify the regulatory classification under which the project should be processed (i.e., Section 6409(a); Small Wireless Facility; major modification; new site; etc.); and

- ii. discuss design matters, if any, that may reduce the potential impacts of the proposed facility;
- iii. evaluate time, place, and manner considerations for wireless communications facilities located in the public right-of-way;
- iv. assess the facility's compliance with radio frequency exposure requirements established by the Federal Communications Commission;
- v. assess the facility's compliance with safety requirements established by the California Public Utility Code and Southern California Edison; and
- vi. determine any other wireless site-related issues that the consultant, in its experience and opinion, believes to be relevant or helpful to the City's review of the wireless application.

## B. Attendance of Meetings

As requested by the City, the consultant will attend in-person meetings and public hearings.

## C. General Consulting Services

At the City's request, the consultant shall provide the City with general consulting services.

# 4. Instructions

## A. Proposal Requirements

Proposals should not include any materials to be returned to the consultant and should be a concise statement. Each proposal must include the following information:

- 1. Organization, Credentials and Experience
  - a. Provide a summary of the company's, specifically the proposed consultant's qualifications, credentials, and related past experience.
  - b. Describe the size of the company; indicate the principal, company official, proposed Senior Planner, as well as all other personnel who will be assigned to the work.
  - c. Provide a list of three (3) of the company's similar clients



including the names, titles, addresses, and telephone numbers of the appropriate persons which the City can contact.

d. Licensed to practice in California.

e. Expertise in Federal as well as California State Law relating to wireless issues.

2. Understanding of the Scope of Work

a. Provide a narrative of the company's understanding of the Scope of Work and a proposal to perform the work.

3. Professional Services Agreement

a. The selected provider must use and comply with the terms and conditions of the City's standard Professional Services Agreement as provided in Attachment 1 of this RFP.

4. Compliance

a. A written statement that the Consultant shall comply with the California Labor Code, pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.

5. Litigation

a. Firms are required to list past, current, or pending litigation resulting from professional services rendered over the past five (5) years. If a court or an arbitrator rendered a decision, state the results.

6. References

a. Provide a minimum of three (3) references for current or recent projects or work assignments within the last five (5) years of similar scope and content for the assigned Planner.

7. Fees

a. **Under Separate Cover**, provide a Fee Schedule for services described in Section A (Scope of Work). The Fee Schedule shall include two components:

- i. Flat Fees: The consultant shall perform Application Reviews as a flat rate.
- ii. Additional Reviews: The consultant shall provide an optional flat fee for any additional review necessary to deem a project complete beyond the initial first two reviews.
- iii. Hourly Fees: The consultant shall perform other services on an hourly-fee basis.

#### 8. Timeline

- a. The City intends to award a professional service agreement for a base term of two (2) years.

#### 4.1 Submittal Procedure

Clarifications: The City will respond to requests for clarification to the Request for Proposals in written RFP Addendum(s) as needed. Inquiries should be directed by email only to [rmollica@malibucity.org](mailto:rmollica@malibucity.org). No verbal requests will be accepted. All requests for clarification must be received by **Monday, November 16, 2020**.

#### Submittal Deadline:

Please provide an electronic copy of your proposals to:

Richard Mollica, Acting Planning Director  
City of Malibu  
23825 Stuart Ranch Road  
Malibu, CA 90265

All Proposals are due no later than **4:00 pm on Monday, November 30, 2020**.

The City reserves the right to extend the deadline or accept a late submittal with good cause shown.

Response Preparations: No reimbursement will be made by the City for costs incurred in the preparation of the response to this Request for Proposals. Submitted materials will not be returned and become the property of the City of Malibu.

Right to Reject Submittals: Submission of proposals indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the submittal and confirmed in the agreement between the City of Malibu and the firm selected. The City of Malibu reserves the right without prejudice to reject any or all submittals.

## **ATTACHMENT 1**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of [date] by and between the City of Malibu (hereinafter referred to as the "City"), and \_\_\_\_\_ (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 to provide expert, technical, regulatory consultation, application review, and other assistance with wireless communications facility applications.

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 and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

**2.0 TERM OF AGREEMENT.** This Agreement will become effective on [date], 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 her 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 10<sup>th</sup> 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.

**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.

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 hereunder. Notwithstanding the foregoing, the Consultants 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 off-set 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.

**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 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, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

**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. 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 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:** Reva Feldman  
City Manager  
City of Malibu  
23825 Stuart Ranch Road  
Malibu, CA 90265-4861  
TEL (310) 456-2489 x 224  
FAX (310) 456-2760

**CONSULTANT:**

**6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures.** 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. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

**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 \_\_\_\_\_, 2020, at Malibu, California, and effective as of **[date]**.

CITY OF MALIBU:

\_\_\_\_\_  
MIKKE PIERSON, Mayor

ATTEST:

\_\_\_\_\_  
HEATHER GLASER, City Clerk  
(seal)

CONSULTANT:

\_\_\_\_\_  
By:

APPROVED AS TO FORM:

\_\_\_\_\_  
CHRISTI HOGIN, City Attorney



# City of Malibu

23825 Stuart Ranch Road · Malibu, California · 90265-4861  
Phone (310) 456-2489 · Fax (310) 456-3356 · [www.malibucity.org](http://www.malibucity.org)

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## Addendum No. 1

### Request for Proposals Wireless Communication Facilities Application Reviews

**Issued: November 19, 2020**

All Prospective Proposers:

NOTICE IS HEREBY GIVEN to all prospective proposers that the submittal deadline has been modified. Proposals are due no later than **4:00 p.m. on Monday, November 30, 2020**.

Below are questions received since the issuance of the RFP with corresponding answers:

Q1: Under Section 3.A of the RFP (page 3), it states that the selected consultant will “assess” the facility’s compliance with radio frequency exposure requirements established by the Federal Communications Commission, as well as compliance with safety requirements established by the California Public Utility Code and Southern California Edison. Can you clarify that by “assess”, the selected consultant will be responsible for conducting the detailed technical assessment needed for each facility, including but not limited to the measurement of radiofrequency (RF) transmissions and preparation of a technical memo/report with the findings and conclusions of the assessment? Alternatively, would the selected consultant be responsible for conducting a third-party peer reviewing of the technical assessment and report prepared by the applicant’s technical consultant?

A1: In response to the question regarding Section 3.A.(2)(b)(v) on page 3 of the RFP, the selected consultant would be responsible for third-party peer review of technical assessments and reports prepared by the applicant and their consultants.

Q2: Under Section 3.C of the RFP (page 3), can you provide a bit more clarification on what “general consulting services” could be requested of the selected consultant? It would be helpful to have a sense of the potential services that this is referring to.

A2: In response to the question regarding Section 3.C. on page 3 of the RFP, the consultant may be requested to provide technical, procedural, or regulatory consulting services apart from reviews of applications. As such, an hourly fee schedule is requested for such services.

Q3: Under Section 4.1 of the RFP (page 5) it states:

Please provide an electronic copy of your proposals to:

Richard Mollica, Acting Planning Director  
City of Malibu  
23825 Stuart Ranch Road  
Malibu, CA 90265

The way this is written, it is unclear if only an electronic copy is required or if a hard copy is also required as the mailing address is listed after the request. Can you please clarify/verify if indeed only one electronic copy of the proposal is required via email?

A3: An electronic copy emailed to Richard Mollica at [rmollica@malibucity.org](mailto:rmollica@malibucity.org) is sufficient. A hardcopy of the response is NOT required.

Q4: Are we correct in assuming that all prospective bidders' questions will be shared with all firms that submitted questions?

A4: Correct.

**REVISED DEADLINE TO SUBMIT: Monday, November 30, 2020**

Received  
11/30/2020  
Planning Dept.

# The Center for Municipal Solutions (CMS)

(dba for Monroe Telecom Associates, LLC)

## RESPONSE TO THE CITY OF MALIBU's RFP FOR **Wireless Communication Facilities Application Reviews**

Release Date: October 29, 2020 WIRELESS APPLICATION REVIEW CONSULTANT

November 30, 2020

### Contact Information

Robert Ross: (619) 318-7589 [rcross5@cox.net](mailto:rcross5@cox.net) 1467 Mountain Meadow Dr. Oceanside, Ca. 12056

L.S. (Rusty) Monroe (518) 573-8842 [Lmonroe8@nc.rr.com](mailto:Lmonroe8@nc.rr.com) 3113 Billiard Ct., Wake Forest, NC 27587



L.S. Monroe

The following, including exhibits and attachments to the transmitting e-mail, constitute our response to the City's RFP.

## Scope of Services

**CMS accepts and agrees to provide the services set forth in the RFP.**

**Should we be privileged to be the selected consultant, CMS understands that work shall be performed under the direction of the Planning Director, and we shall provide technical and regulatory advice to City staff concerning applications for wireless communications facilities as set forth in the RFP:**

### A. Application Review

#### 1. Wireless Communications Facility Application Reviews

At the City's request, the consultant shall review wireless communications facility applications and provide the City with a written analysis as described below:

#### 2. Memorandum/Memoranda Content

##### a. Incomplete Memorandum:

Upon receipt of an application by the consultant directly from the City, the consultant will evaluate and identify whether any items that are required in the City's wireless communications facility application are not completed by the applicant. If there are incomplete items, the consultant will send the City an "Incomplete Memorandum" by email or an attachment to an email within:

- i. nine (9) calendar days for an initial review of a wireless application that is submitted by the applicant; and
- ii. nine (9) calendar days for a resubmittal review of a wireless communications facility application that was deemed incomplete.

##### b. Project Memorandum:

Once an application is determined by the City or deemed by law to be complete, the consultant shall:

- i. identify the regulatory classification under which the project should be processed (i.e., Section 6409(a); Small Wireless Facility; major modification; new site; etc.); and
- ii. discuss design matters, if any, that may reduce the potential impacts of the proposed facility;
- iii. evaluate time, place, and manner considerations for wireless communications facilities located in the public right-of-way;

- iv. assess the facility's compliance with radio frequency exposure requirements established by the Federal Communications Commission;
- v. assess the facility's compliance with safety requirements established by the California Public Utility Code and Southern California Edison; and
- vi. determine any other wireless site-related issues that the consultant, in its experience and opinion, believes to be relevant or helpful to the City's review of the wireless application.

#### B. Attendance of Meetings

#### C. General Consulting Services

At the City's request, the consultant shall provide the City with general consulting Services related to the issue of wireless facilities.

#### A. Proposal Requirements

Proposals should not include any materials to be returned to the consultant and should be a concise statement. Each proposal must include the following information:

##### Organization, Credentials and Experience

- a. Provide a summary of the company's, specifically the proposed consultant's qualifications, credentials, and related past experience.

#### WHAT MAKES CMS DIFFERENT – A FEW KEY NOTABLES

- ***Owned and staffed by former industry executives and experts***
- ***Oldest, most experienced organization of our kind in the nation that exclusively serves local governments re permitting of wireless facilities (to the best of our knowledge).***
- ***5,000+ application reviews and recommendations, none of which has been successfully challenged.***
- ***Thousands of 'Needs' assessments, none of which has ever been successfully challenged.***
- ***Former Certified OSHA RF Safety and Safety Training Expert***
- ***Able to determine the real, true intended purpose for and use of the proposed facility, potentially contrary to what may be asserted, before permitting, construction or modification, through the required use of our proprietary RF Data Information Form.***
- ***Have a means of dealing with the FCC's new "1<sup>st</sup> step" rule that does not endanger, unknowingly cause or allow the unintended start of the Shot Clock.***
- ***Because of our knowledge and effectiveness, and the degree of control we provide our clients with, we are arguably the least industry-desired consultancy in the Nation, e.g. effect of RF need not necessarily be a totally uncontrolled or "hands off" issue . . . if it is handled correctly.***
- ***Hourly rate has changed only twice in more than 2 decades.***
- ***Hundreds of communities have adopted ordinances we wrote, while hundreds more have used those as the 'models' for theirs.***
- ***Never a successful legal challenge to any of the hundreds of ordinances we have written in 38 states, including California.***



#### APPLICATION REVIEW

- Perform all tasks listed in the RFP's Scope of Services
- Determine compliance with the applicable local, State and national safety standards (critically important)
- Assure the *adequacy* of the information provided, not merely the provision of the type of information required by the ordinance
- Analyze proposed situation in light of less intrusive and/or better located alternatives
- Assure the City is able to make *truly informed* decisions, *knowing its options and the effects* of each, e.g. any less intrusive or less objectionable alternatives to what is proposed, and if what is contained in the application and being purported is the complete truth and the whole story

#### THE MAKEUP OF THE ORGANIZATION;

CMS is run by a former industry executives and professionals In the telecommunications industry who have pretty much 'done it all' in their previous careers, and who subsequently dedicated their careers *exclusively* to helping local governments.

We have professionals from *all disciplines* involved in the issue, including professional engineers, a former industry safety specialist, a former industry attorney, a member of both local government Planning and Telecommunications Commissions, former industry and government affairs/regulatory specialists and an OSHA certified RF Safety Training expert.

#### NO POTENTIAL APPEARANCE OF A CONFLICT OF INTEREST

We work *exclusively* for local governments and have *no business ties, direct or indirect, with any member of the tower or wireless industry*, thus eliminating the possibility of even an appearance of a conflict of interest.

- b. Describe the size of the company; indicate the principal, company official, proposed Senior Planner, as well as all other personnel who will be assigned to the work.

**Size: Currently eight (8) individuals – See accompanying biographies.**

**Lead Consultant: Robert Ross**

**Principal: Lawrence (Rusty) Monroe**

**Other Experts able to be Assigned: Other consultants/professionals shown are available as may be needed.**

- c. Provide a list of three (3) of the company's similar clients including the names, titles, addresses, and telephone numbers of the appropriate persons which the City can contact.

**The following communities were selected because they represent as *diverse* a group of communities as is possible, i.e. geographically, demographically, aesthetically and topographically.**

**Hercules, California** – Middle class 'Bay area' city.  
City of Hercules, 111 Civic Drive, Hercules, CA 94547

**Community Development Director: Robert Reber AICP 510-799-8248**  
**[rreber@ci.hercules.ca.us](mailto:rreber@ci.hercules.ca.us)**

**Planning Attorney: Patrick Tang; Esq. 510-332-5001**  
**[Ptang@jarvisfay.com](mailto:Ptang@jarvisfay.com)**

**Brookville, Long Island (New York)** – Extremely upscale and thus visually 'sensitive'. – Village of Brookville, 18 Horse Hill Road, Brookville, New York 11545

**Director of Planning and Development: Tim Dougherty (516) 658-6214**  
**[Vobtim@aol.com](mailto:Vobtim@aol.com)**

**Stokes County, North Carolina** – In the heart of the Smokey Mountains, and thus very visually sensitive vis-à-vis protecting mountain viewsheds. 1012 Main St, PO Box 20, Danbury, NC 27016

**Planning Director: David Sudderth (336) 593-2408 or (336) 468-7418**  
**[dsudderth@co.stokes.nc.us](mailto:dsudderth@co.stokes.nc.us)**

- d. Licensed to practice in California.

**There is no professional licensing requirement in California for the work we do. However. CMS will obtain one should it become required.**

- e. Expertise in Federal as well as California State Law relating to wireless issues.  
**It is important to state that the City's legal counsel is the party to give the City legal opinions and advice. It is equally important to know how *use* the applicable regulatory law vis-à-vis the industry to the benefit of a client. Over more than 2 decades we have proven this ability, much to the annoyance of industry attorneys. The industry does not hold a "tactical" advantage over our clients vis-a-vis applicable regulatory law or technical**

knowledge and how to use them to our client's interests and the public benefit.

Notwithstanding that CMS is not a law firm, Mr. Ross has worked with applicable state and federal law daily for decades. Notably, he has worked with applicable law from both sides of the issue, i.e. as a local regulator and as a former member of the industry. (See "Experience as a municipal official" near the end of his bio.) There are few individuals in the State with more "hands-on" experience with both sides of applicable law. For example, Mr. Ross already has a working knowledge of California's new legislation H 2124 dealing with emergency generators vis-a-vis cellular facilities.

Additionally, as Mr. Monroe's bio shows, he has more than 3 decades of experience assisting and advising local governments vis-à-vis both wireless and hardline telecommunications. This, combined with the following points, hopefully attests to his knowledge of applicable law . . . and as importantly how to use the law to his clients' benefit.

- i) the lack of a single successful legal challenge (in whole or in part) to any ordinance he has authored, in spite of the degree of regulatory control they're noted for instilling on the local level, and
- ii) industry representatives regular requests for local officials to use *any* organization, other than his.

### 3. Professional Services Agreement

- a. The selected provider must use and comply with the terms and conditions of the City's standard Professional Services Agreement as provided in Attachment 1 of this RFP.

**CMS would like to reserve the right to discuss the details of a couple of the conditions of the City's standard Professional Services Agreement, as they are neither applicable nor relevant to the work to be performed. Notwithstanding this request, CMS would accept and work under the City's agreement.**

### 4. Compliance

- a. A written statement that the Consultant shall comply with the California Labor Code, pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.

**CMS shall comply with the California Labor Code, pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.**

5. Litigation

- a. Firms are required to list past, current, or pending litigation resulting from professional services rendered over the past five (5) years. If a court or an arbitrator rendered a decision, state the results.

**We have not been involved in any litigation resulting from professional services rendered over the past five (5) years.**

6. References

- a. Provide a minimum of three (3) references for current or recent projects or work assignments within the last five (5) years of similar scope and content for the assigned Planner.

**Hercules, California.** – Middle class ‘Bay area’ city.

**City of Hercules, 111 Civic Drive, Hercules, CA 94547**

**Community Development Director: Robert Reber AICP 510-799-8248**

**[rreber@ci.hercules.ca.us](mailto:rreber@ci.hercules.ca.us)**

**Planning Attorney: Patrick Tang; Esq. 510-332-5001**

**[Ptang@jarvisfay.com](mailto:Ptang@jarvisfay.com)**

**Brookville, Long Island (New York)** – Extremely upscale and thus visually ‘sensitive’. – Village of Brookville, 18 Horse Hill Road, Brookville, New York 11545

**Director of Planning and Development: Tim Dougherty (516) 658-6214**

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**Planning Director: David Sudderth (336) 593-2408 or (336) 468-7418**

**[dsudderth@co.stokes.nc.us](mailto:dsudderth@co.stokes.nc.us)**

## Biographies of Team Members

### Lawrence (Rusty) Monroe

Mr. Monroe is the owner of Monroe Telecom Associates, LLC (CMS), dba the Center for Municipal Solutions ("CMS"), which provides services exclusively to local governments and the public sector relative to the regulation of the siting, placement, construction, and modification of wireless telecommunications facilities and their support infrastructure. He is an expert on the siting and permitting of wireless communications facilities.

He holds a Bachelor of Arts degree from Penn State University and has forty-three (43) years of experience in and with the telecommunications industry, ten (10) of which were as corporate vice-president, including having been responsible for overseeing the siting and construction of scores of towers in several states. On the public sector side, he has twenty-two (22) years of experience regulating the siting and permitting the wireless industry,

Public Sector: Mr. Monroe has drafted and designed tower and wireless siting ordinances that are now in effect in literally hundreds of communities in thirty-eight (38) states, and that have been copied and adopted in one form or another in what have been reported to be hundreds of other communities, and are often encountered already being used by new CMS clients. He has reviewed, analyzed and critiqued scores of other wireless and tower regulatory ordinances and after review of his qualifications has been officially accepted as a qualified expert on the subject by local governments and public sector organizations throughout the nation.

Over more than 2 decades he has personally reviewed and analyzed thousands of applications, including thousands of technical 'Proof-of-Need' claims. None of the findings and conclusions of these analyses has ever been successfully legally challenged. He is considered an expert on the regulation, siting/location, permitting, construction, modification, safety issues and inspection of wireless facilities and their support structures.

In addition to new tower situations, he has analyzed more than a thousand modification/upgrade applications for compliance with applicable safety regulations, e.g. structural reports, ANSI EIA/TIA 222 safety reports dealing with the physical condition of the facility and RF emissions reports, and has never had his conclusions or recommendations successfully challenged. Based on his experience, he has been officially deemed a qualified expert in hundreds of instances.

The "siting and permitting process" recommended by CMS, including the preparation of a regulatory ordinance, has been endorsed by such organizations as the Pennsylvania State Association of Township Supervisors, the New York Supervisors and Legislators Association and the West Virginia Municipal League.

CMS's web site, for which he is primarily responsible, is used as a "Clearinghouse" by local governments nationwide for information regarding regulating wireless communications facilities and support infrastructure, e.g. towers and alternatives to towers.

He has been asked, as an expert, to conduct educational and training seminars and workshops at numerous conferences for local governmental organizations on the subjects. Just some of these organizations include:

National Institute of Municipal Lawyers Association (the predecessor of the International Municipal Lawyers Association);  
National Association of Telecommunications Officers and Advisors (NATOA);  
Southeastern Telecommunications Officers and Advisors (SETOA)  
North Carolina Association of Planners;  
Numerous regional Councils of Governments (COG's) in various states;  
New York State Association of Towns;  
The New York State Supervisors and County Legislators Association;  
South Carolina Association of Counties;  
Florida Municipal League;  
Florida City and County Managers' Association;  
Florida Association of Counties;  
Florida Institute for Government;  
Pennsylvania State Association of Township Supervisors;  
Alabama Association of Mayors and City Clerks;  
Alabama Revenue Officers Association; and  
Numerous other municipal and county organizations.

Additionally, he has been asked to conduct seminars/workshops for scores of individual local governments and organizations and their staffs on the regulation of towers and wireless facilities.

Mr. Monroe was expressly solicited by the American Planning Association to write its 11/16 Zoning Magazine's first article on dealing with the small cell issue and the FCC's regulations and limitations on such,

### **Robert Ross – Radio Frequency/ Wireless Telecommunications Expert**

Bob Ross is truly *unique* in the entire nation among public sector consultants. Among his credentials is graduating from some of the nation's most demanding and sophisticated technical and engineering programs with credentials that to the best of our knowledge no one else exclusively serving the public sector has.

His combination of education, training and real-world experience is literally unsurpassed among technical experts exclusively serving the public sector. His type and level of technical expertise, coupled with his experience as a local official, is what local governments often say they wish they knew existed.

MBA in Telecommunications from Eldorado Collage

Retired Communications Specialist from the U.S. Marine Corps.

Graduate of the NATO ( North American Treaty Alliance) Frequency Engineering School

Graduate of the NSA (National Security Agency) Daily Changing Frequency and Call Sign School

Southern California Military Frequency Manager (the principal upon which cellular technology operates) for the U.S. military in Southern California.

Frequency Management for Space Shuttle Recovery at Edwards AFB with NASA

Development and design of the military's SCIF (Sensitive Compartmental Information Facilities), involving extremely sophisticated high-level secret communications (otherwise known as 'Spook' communications).

Joint Military Task Force Frequency Manager for the 1984 Olympic Games in Los Angeles, CA.

Subsequent to his retirement from the military he was the Wireless RF evaluation consultant for PacTel Cellular (now Verizon Wireless) in California.

Experience as a municipal official, includes

Planning Commissioner;

Chairman of Telecommunications Committee; and

Vice Chairman of County Cable TV and Telecommunications Review Committee.

There is *no one* that we know of serving the public sector with this *combination* of both i) the necessary political sensitivity/governmental regulatory/policy-making experience; and ii) real-world technical training and experience. It is Bob's combination of experience as a local official regulating both hardline and wireless telecommunications facilities, coupled with his knowledge of what is technically feasible, that enables him to create "Win-Win" situations for both the applicants and clients.

### **Richard (Dick) Comi**

Mr. Comi is the owner of Comi Telecommunications and is a graduate of the United States Military Academy at West Point and holds an MBA from Syracuse University. He has over 30 years of telecommunications experience. He is a former Director of Network Operations New York Telephone and NYNEX and the former Vice President and COO of Cellular One of Upstate New York. His knowledge of the telephone and wireless industries is virtually unique in the arena of consultants that exclusively serve local governments. The result is the loss of the monopoly of knowledge previously held by the industry when dealing with local officials. His ability to deal with wireless operators as a true equal has resulted in accomplishments for municipalities that they never thought possible. Mr. Comi is a regular lecturer to various state and national municipal organizations and has served as an expert witness on regulating the siting of wireless telecommunications facilities.

### **Jackie Hicks**

Ms. Hicks is the Atlantic Coast Regional Director for CMS and has immediate responsibility for projects from southeastern Pennsylvania through Florida. She has been responsible for the review and permitting of more than a thousand (1,000) applications for towers and wireless facilities. Ms. Hicks was the first member of the team to be "custom-trained" by CMS's founders and came up through the ranks, having proven to be invaluable, both to clients and CMS. She is well-known among local governments and the industries and is particularly valued for her ability to demystify for clients the numerous technical issues involved in the siting and construction of towers and wireless facilities. Ms. Hicks deals directly with all clients in the Atlantic Coast Region and simplifies the entire matter for client staff, allowing them to devote all but a minimal amount of their limited time to other matters of importance. *Her record of being able to work out win-win situations, including truly camouflaged facilities and co-locations on existing structures as opposed to the construction of new towers, is better than 9:1, i.e. 90%.* Her understanding of the difference between a carrier's technical *need*, as opposed to its *desires* in the context of gaining a competitive advantage, is largely what enables clients to be in control. She has also contributed significantly to redrafting CMS's Model Ordinance to keep it up-to-date as regards the technology and the law and more "user-friendly" and easily understood by the industry's site/permit acquisition people, and more easily interpreted and administered by clients. This is critical to the success of CMS satisfying clients' needs and desires. In short, she helped make the best even better.

### **Albert Tagliaferri, Esq.**

Mr. Tagliaferri has a Bachelor of Science degree from New York Institute of Technology, a Law Degree from CUNY School of Law and is a member of the New York State Bar. He is a practicing attorney in the area of land use with direct industry experience regarding zoning, permitting and the development of wireless communications facilities. He was closely involved with the project management and development for Omnipoint's NY-Westchester market. Responsibilities included search area feasibility determination, site acquisition and all aspects of zoning and permitting. He has successfully developed and managed dozens of current on-air sites from conception through construction, which has gained him extensive knowledge of local municipal zoning codes, local land use policies and the industry's site acquisition due diligence process. He represented Omnipoint in scores of Planning Board and City Council meetings throughout Westchester, Rockland and Orange Counties, as project manager and coordinator. This experience has given him the ability to recognize the balance between the needs of the municipality and those of the carrier(s), and set a standard for best practices where the needs of all parties are achieved. Prior to working in the wireless industry, he had 10 years experience working with public agencies, serving the needs of families in crisis.

#### **Robert Naumann, PE**

Mr. Naumann has been involved in the wireless telecommunications industries for over 25 years. He obtained a Bachelor of Science in Civil Engineering from South Dakota State University and is a registered civil and structural engineer. He has designed and inspected hundreds of towers including the supporting telecommunications facilities at the base of these towers across the United States. He has helped the wireless providers' site facilities using conventional as well as stealth technology, for hundreds of wireless facilities. He understands the design issues, and technologies of the wireless providers. His background and experience provide an in-depth understanding of wireless facilities that will benefit the public sector. As the Chairman of a Planning Commission for over 10 years, Mr. Naumann understands the interests of local governments, and issues of the communities they represent. He understands the balance required between the need for wireless facilities to serve the community and the potential visual impact of the construction of these facilities. As an owner of his own engineering firm he works continuously with local governments and is exposed to the shortage of revenue resources and the constant challenge to address the growing needs within the community. He appreciates the need for local governments to maximize revenue growth without additional taxation.

#### **Cristopher Schrader, PE**

Cris Schrader was formerly an RF engineer for the wireless industry. He is now the Principal Engineer for Sustainable Engineering & Environmental Design, PLLC (SEED) a civil and environmental engineering firm with a focus on renewable energy. He obtained a Bachelor of Science in Environmental Engineering from Rensselaer Polytechnic Institute (RPI) and has completed graduate coursework in construction at Columbia University. He is a licensed and registered Professional Engineer in the State of New York. His diverse background in engineering and environmental, health and safety (EHS) includes engineering review for RF (radio frequency) emissions, environmental permitting including Phase I Environmental Site Assessments, National Environmental Policy Act (NEPA) and State Historic Preservation Office (SHPO) compliance review, as well as numerous geotechnical investigations for the telecommunications industry. He has completed OSHA's 40 Hour Hazpower course, OSHA's 10 Hour Construction Safety and OSHA's Site Supervisor training. He has worked and interacted with numerous representatives from all levels of government including local municipalities and always strives to ensure the protection of public health and safety while providing increased non-tax revenue for municipalities.

Mr. Schrader added his knowledge of industry practices and its needs versus its desires to CTS's team in 2009 and has raised the bar even further as regards the depth and breadth of CTS's team.

#### **David Dyer**



David Dyer is a former executive of BellSouth Wireless and has more than thirty (30) years of corporate experience in business creation, management, marketing and sales. Following his retirement as an executive from BellSouth, he spent nearly a decade in higher education administration at Mercer University. He served as Senior Advisor to the President of Mercer University and as a member of the Mercer University President's Executive Group he provided guidance on technical and rural economic development initiatives.

David currently provides consulting services for Venture X Group, located in Atlanta, GA, on rural economic development initiatives. David has also consulted for the Georgia Department of Economic Development on projects such as the Georgia Agritourism Association, Connect One Georgia, and the Aerospace Innovation Center of Excellence. David also provides consultative services for the Consortium for Internet Imaging and Database Systems, College of Agriculture and Environmental Sciences, University of Georgia on the Distance Diagnostics through Digital Imaging initiative. He provides leadership on economic development initiatives in Monticello and Jasper County, Georgia as Chair of the Technology Committee, Chair of the Agritourism Committee, member of Southeast Regional Agritourism Association and Southeast Agritourism Council. David is a member of the board for the Development Authority of Jasper County. He is a member of the Downtown Macon Rotary Club in Macon, GA and is past-President of the Monticello/Jasper County Kiwanis Club in Monticello, GA. David owns and manages Garland's Ridge Farm in Hillsboro, Ga.

# The Center for Municipal Solutions (CMS)

## Fees

### ORDINANCE REPLACEMENT

The City is already aware that its ordinance is inadequate, provides minimal control over the matter and is out of date technically, legally and procedurally. We commend the City for recognizing and addressing this and stand prepared to assist with the matter if desired.

Provision of the latest version of our Model Ordinance and customization for the City would be at  $\frac{1}{2}$  the normal hourly rate for up to an agreed-upon number of hours of customization. Normal hourly rate would be beyond that.

a. **Under Separate Cover**, provide a Fee Schedule for services described in Section A (Scope of Work). The Fee Schedule shall include two components:

- i. Flat Fees: The consultant shall perform Application Reviews as a flat rate.

**Our standard flat hourly rate is \$300/hour.**

If desired, we can discuss and explain how this can be administered to comply with the FCC's "single up-front cost quote" requirement, i.e. if such is requested by the applicant.

**NOTE: We have never been legally challenged by an applicant for using our approach; even under the FCC's current restrictive rules.**

- ii. Additional Reviews: The consultant shall provide an optional flat fee for any additional review necessary to deem a project complete beyond the initial first two reviews.

**We do not work on a flat fee basis, as there is no way to determine before the fact how much work/time may be required in any given instance or situation. However, it is possible to work on an agreed amount "not to be exceeded without the permission of the City" basis.**

**NOTE: The amount of work and time needed is primarily controlled by the applicant. Also, the adequacy of the subsequently provided information varies greatly from and between applicants and**

applications and is *largely determined by the individual handling the application for the applicant.*

- iii. Hourly Fees: The consultant shall perform other services on an hourly-fee basis.

**Hourly rate: \$300/hour**

Received  
11/30/2020  
Planning Dept.



[www.GunnersonConsulting.com](http://www.GunnersonConsulting.com)

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**STATEMENT OF QUALIFICATIONS  
FOR  
APPLICATION REVIEW AND WIRELESS AND  
TELECOMMUNICATIONS CONSULTING  
SERVICES**

**NOVEMBER 30, 2020**

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Main Office:  
231 River Run Rd  
Sequim, WA 98382  
(844) 333-3600

Seattle Office  
(206) 349-2331

South Carolina Office  
(864) 380-8026

Illinois Office  
(817) 829-4115

Utah Office  
(801) 544-5322

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Example of a Small Cell Installation

## **Section I. Organization, Credentials, and Experience**

### **GCCSS Company Information**

Gunnerson Consulting & Communication Site Services, LLC (GCCSS) is a full-service wireless communication consulting firm, providing guidance and services to tribal, public, and private entities for both macro and small cell (5G) sites. By providing services exclusively to municipalities and Landlords of existing telecommunication sites, we avoid conflicts of interest that occur when serving both sides of the industry.

Our consulting services cover all aspects of wireless site operations and leasing; including agreement creation, negotiation with existing tenants, audits of leases and equipment located at communication sites, site maintenance and management, turn-key construction, RF design and interference mitigation, property acquisition and easement perfection.

Additional services include analyzing tenant plans and reports for completeness and regulatory compliance, small cell application process creation, and land use and cell site related regulation consulting. GCCSS also maintains a national database containing, in part, market parameters and lease rates, and has successfully negotiated leases nationwide.

GCCSS has experience with all types of wireless communications site installations, including guyed and self-supporting towers, rooftops and other existing building installations, and water tanks. Combined with our knowledge of the latest camouflage techniques, we provide our customers with an unmatched range of experience with regard to location, aesthetics, and installation methods. Our goal is to assist our customer in implementing long term, trouble free relationships with their wireless tenants.

Founding members of GCCSS have been involved with the cellular and wireless industry since its inception in the early 1980's. Members of our team were instrumental in creating McCaw Cellular Communications, Inc. (now AT&T), Western Wireless, Inc. (now T-Mobile), and various international cellular companies in locations throughout Europe and Asia. Team member have decades of experience in RF design, land use application included Federal rules expertise, and site construction.

GCCSS has recent and relevant experience working on behalf of our customers with telecommunications tenants at both existing and proposed locations. Using the above experience and tools, we assist our customers daily with leases in both the United States and Canada.



## **Current and Past Projects**

GCCSS is currently assisting various municipalities, transit authorities and departments of transportation in Utah, California, Washington, and South Carolina to prepare for wireless communication facilities and especially for small cell deployment in their communities, neighborhoods, and rights-of-way by providing them with:

1. an overview of the Wireless Broadband technology and equipment platforms supporting small cell installations;
2. an overview of the types of agreements that can control small cell or 5G installations, and drafting and negotiating the same with various Carriers on behalf of our customers;
3. an analysis of the existing City code that would regulate small cell installations;
4. suggestions for the development and creation of City ordinance language and processes specific to Small cell and Wireless Broadband network deployments;
5. suggestions for the development and creation of City ordinance language and process specific to small cell and Wireless Broadband network deployments; and
6. best-practice guidelines for negotiations with Wireless Carriers.

Other work that we have performed over the years include the projects listed below.

**Customer:**     **Municipal City**

**Project:**     *Audit and review current lease language and terms for multiple sites located on City owned properties.*

- Performed audit of sites and all lease documentation, including an audit of rents under the agreements.
- Helped City officials manage proposals from current tenants for addition of new equipment.
- Made recommendations to City Attorney on how to improve certain business and technical aspects of existing Leases and Contracts resulting in market rate increases.

**Customer:**     **Municipal City**

**Project:**     *Negotiate and oversee the relocation of wireless equipment that is located on a water tank during a tank maintenance project.*

- Negotiate the removal and temporary relocation of the wireless equipment with all wireless carriers on the water tank under separate lease agreements.
- Review, analyze and negotiate the construction drawings memorializing plans for the temporary placement of the equipment during the maintenance project.
- Negotiate amendments to the leases to memorialize the temporary and permanent relocation of the wireless equipment after the project's completion.
- Arrange for and oversee the design of a new top mount coral to hold the wireless equipment after its replacement to the water tank.

**Customer:** County Housing Authority

**Project:** *Provide industry knowledge and expertise in working with existing and new wireless tenants.*

- Assist in transfer of management of existing rooftop site from third party to customer.
- Assist in recoupment of utility costs not reimbursed by wireless tenant.
- Assist in oversight of upgrades to existing site; review documents submitted to city permitting office but not to the customer. Assist with negotiations with tenant to provide appropriate documentation for upgrades. (i.e. structural analysis, RF exposure studies, etc.)
- Assist in creation of new lease documents and lease terms for new wireless tenant.

**Customer:** Transportation Authority

**Project:** *Audit and review current lease language and terms for multiple sites located on customer properties.*

- Performed audit of sites and all lease locations and documentation.
- Assist customer in managing proposals from current tenants for addition of new equipment.
- Made recommendations to customer on how to improve certain business and technical aspects of existing leases and contracts resulting in market rate increases.

**Customer:** Emergency Dispatch Center

**Project:** *Implement colocation process to add new tenants to customer's towers, and facilitate the addition of new tenants.*

- Developed and implemented a colocation process.
- Negotiated terms with prospective new tenants.
- Assist customer's legal counsel in creation of lease documents.

**Customer:** School District

**Project:** *Assist in management of existing and proposed wireless sites located on School District property.*

- Designed and implemented organizational and operational procedures and practices for busy telecommunications tower site owned by our customer sharing space with seven communication site tenants.
- Ongoing review and development of construction plans for proposed new site.
- Implemented process to allow customer to recover fees and expenses from current and proposed tenants for management, expenses, and consultant time expended.
- Ongoing negotiation of lease terms and contract language.



- Identified areas in which our customer could make needed operational restrictions. In addition, this process led to several revenue-generating opportunities not contemplated in the original leases.

**Customer:**     **Property Owner**

**Project:**        *Analyze offer from third party to purchase existing wireless lease.*

- Reviewed offer from third party to purchase existing wireless lease. Established that offer was below current market rate.
- Audited tower equipment and current tenant documentation. Provided analysis of the longevity of stability of current tenants.
- Negotiated with prospective buyers of the lease. Established base pricing and terms for entering into transaction with seller.
- Worked with our customer's attorney to develop contract language.



## **Project Management Staff and Key Personnel**

The GCCSS team is comprised of the following members, each of whom play an important role in the services performed for each municipality as per his area of expertise.

### **Bryon Gunnerson President**

Bryon's tenure in the wireless industry dates back to the early 1980's with AT&T Wireless's predecessor, McCaw Cellular Communications, Inc. (McCaw). While at McCaw, Bryon was responsible for the build-out of many parts of its wireless network. Following his time at McCaw, Bryon assisted with the founding of Western Wireless and led the development of the network that would eventually become T-Mobile USA (T-Mobile). Bryon remained at T-Mobile for many years as the Senior Vice President, Engineering and Operations, managing a portfolio of 25,000 cell sites and assisting with site acquisitions both nationally and internationally.

After leaving T-Mobile, Bryon recognized a need for industry experts whose interests were not aligned with the national wireless carriers. To test that theory, Bryon worked with several municipal and private entities to correct issues with their wireless leases and develop new leasing programs. Through the results gained from this experience, it became apparent that wireless landlords and property owners, large and small, public and private, could benefit from the independent knowledge and expertise of a group of wireless industry experts.

In 2010, Bryon founded GCCSS to assist in several areas of the wireless industry. Since founding GCCSS, Bryon has been instrumental in assisting communities with the development and implementation of macro and small cell policies; from the development of city codes to the implementation of application and development policies.

### **David T. Rutter Consultant**

David's experience in the wireless industry also goes back to the early 1980's where he was a member of the team that created McCaw. As the Director of Operations nationwide, David was instrumental in the design, development, and implementation of McCaw's initial cellular networks in Washington, Oregon, Kansas, Texas, Missouri, Florida, Tennessee, California, and Oklahoma. Following AT&T's purchase of McCaw, David became a founding member and Partner in The Walter Group, Inc. (TWG). As Vice Chairman and Chief Operating Officer at TWG, David's responsibilities included strategic planning; capital project and operations management; network design, analysis and construction; regulatory assistance; RFP creation and vendor selection; network long term planning; foreign government and FCC licensing; and turnkey network deployment. While at TWG, David managed the teams that created cellular applications for licenses in Brazil, Columbia, Germany, Hong Kong, Iceland, India, Israel, Latvia, Mexico, Paraguay, Senegal, Soviet Georgia, Taiwan, the United States, and Uruguay. Continuing with his

expertise in network design and deployment, David and TWG designed, built, and managed cellular networks for various customers throughout the United States, Mexico, Europe, and Asia.

For GCCSS, David assists customers in the supervision and management of existing and new macro and small cell sites, large-scale construction projects, and cell site relocation. David's experience with thousands of cell sites brings value to every project as David has generally seen every challenge that can be presented at sites. It is not uncommon for David to find new means and methods to be used at sites that reduce the impact to the property owner, while still allowing contractors to complete the work required.

### **Brett Reall Consultant**

Brett has worked in specialty real estate since the mid-1990's, beginning with providing specialty financing, credit analysis, and contract negotiation for specialized real estate transactions; working with real estate professionals, underwriters, and homeowners. In 2009, Brett began specializing in the telecommunications finance market; with responsibilities including cell site valuation/assessment/audit, and wireless lease analysis. In 2013, Brett joined GCCSS to lead the company's operations in the macro and small cell markets.

Brett assists local governments, emergency responders, property management firms, investors, and private property owners with all aspects of the wireless industry. Recent projects include assisting local governments with (i) the creation of small cell ordinances, (ii) the review of small cell application, (iii) the creation of contracts allowing the installation of small cell infrastructure, and (iv) negotiating with wireless carriers and neutral host providers. Brett also assists multiple public and private entities with all aspects of lease and site management, requiring, in part, pre- and post-construction site inspection, review of aesthetics and screening of sites, and reports/recommendations to customers regarding best practices for long term site operations.

### **Christine Sloan Consultant**

Christine joined the GCCSS team in 2015 after two decades of practicing law, first as a litigator and most recently as a commercial real estate lawyer at a prestigious law firm with offices throughout the East Coast. Christine's legal experience adds value in all aspects of commercial real estate transactions, including issue-spotting, negotiations, legal research, interpretation and application, and in the preparation and negotiation of communication site leases, easements, licenses, and a broad variety of ancillary agreements. While GCCSS does not provide legal advice to its customers, Christine's background allows her to work effectively with lawyers on both sides of each transaction. Recently, Christine has completed telecom lease audits; negotiated and drafted master license agreements, leases, and contracts for lease extensions, amendments, and buy-outs; conducted rent analysis and offer comparisons; assisted with the management of lease sites; and

reviewed and overseen tenant requests for equipment alterations/upgrades. With the advent of small cell technology, Christine has assisted municipalities manage their small cell installations by providing information regarding local ordinances and state laws governing the municipalities' rights to control the installations, creating and negotiating master license agreements, advising on market rent, creating a review process and design criteria, and assisting with the permitting process - all with an eye towards minimizing the cities' up-front costs in the negotiation process and maximizing their revenues from the installations. Christine remains a member of the South Carolina Bar Association.

**Aimee Blakeslee**  
**Consultant**

Aimee brings a variety of skills and experience acquired during her 20 years in the legal field including research, negotiating, and contract drafting and review. During law school, Aimee focused her studies on alternative dispute resolution, even studying International Dispute Resolution in Rome. She has always been passionate about crafting creative solutions that build relationships and successful businesses. After training and receiving certification from the Center for Conflict Resolution in Chicago, she was chosen to assist in the development the City's pilot program to resolve foreclosure cases during the mortgage crisis.

Aimee entered the wireless industry providing Site Acquisition and Leasing for several of the major telecommunications companies where her talents were put to use performing lease negotiations and document drafting, performing site audits, and rent analysis. With this experience, Aimee is familiar with the internal practices of the wireless carriers, as well as those of major tower companies. Recently, Aimee has assisted public and private entities with negotiations surrounding cell site leases and management of same, the creation of lease documents, and the review of plans for small cell installations. Her great attention to detail has proven to be a tremendous asset. Additionally, Aimee's contacts in the telecom industry provide access to valuable resources.

**Todd Marx**  
**Consultant**

Todd came to GCCSS in 2014, with a background in the finance and banking industry. Todd brings over 30 years of specialty financing, loan portfolio development and management, and contract negotiations related to both commercial and residential real estate transactions. Todd has been responsible for the management and implementation of cost control methods, regulatory compliance, and the marketing of real estate portfolios to third party entities. Todd's contract negotiation experience in multiple real estate environments has been extremely helpful to our customers. Todd has recently conducted a nationwide survey of municipalities dealing with small cell installation and the challenges such proposals present. Identifying problems and issues in implementation and other issues has provided insight in both anticipating and resolving problems.

**Bill Powell**  
**Consultant**

Bill has been with GCCSS since 2019 and brings 15 years of industry experience in pre-development services working with all of the major and many smaller wireless carriers on sites in WA, ID, OR, MT, and CA. He has completed land-use approvals for modifications, new macro sites, and colocations for new towers including flagpole and mono-pines, rooftops, and modifications to existing sites in every imaginable rural and urban setting from mountaintops to downtown parking garages.

Bill has degrees in Engineering and brings the attention to detail needed for land use and building applications. He has seen first-hand how the Federal rules and interpretations have affected the processes for land use review and has seen the pitfalls that can arise. His industry experience is vital to understanding the controls available to municipalities within the Federal limitations.



Example of a small cell installation.

## **Section II. Scope of Work**

Gunnerson Consulting has the full range of expertise needed to complete all phases of the Scope of Work. We will approach each application from 3 directions: Land Use/Code review, RF design and safety review, and dimensional/construction/engineering review. We have the staff in place that are experts in each area.

The first step of the Land Use review portion is to determine if the application is complete according to the standards of the City's code. This initial review is to determine if we have all of the elements needed to evaluation the application. If the review is deemed "Incomplete", Gunnerson will prepare a memorandum detailing the deficiencies within 9 days.

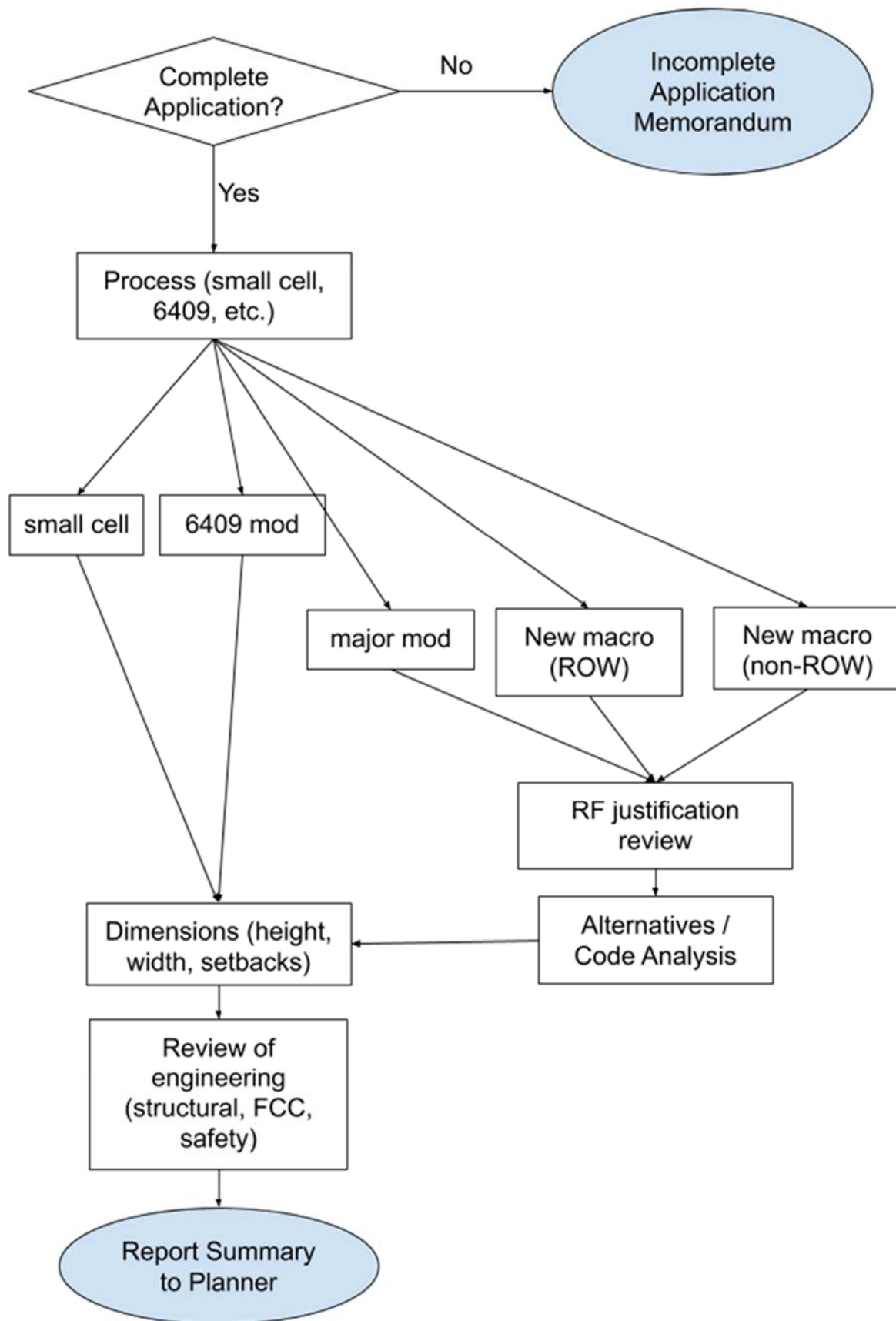
If the application is deemed "Complete" following the initial review, the next step will be to determine which of the City's application processes is appropriate based on the type of work (6409 mod, small cell, ROW, etc) and assess the application materials for compliance with all of the necessary aspects. This step will require both the Land Use evaluation as well as a review of the technical elements of the project.

This is where Gunnerson's breadth of experience will truly differentiate us from other firms as we have a team that can provide enormous experience in all of the aspects of a wireless site application. We have:

- RF experience to evaluate the carrier's claims regarding the need for the site (whether based on coverage or capacity needs). We also have the experience to review the RF claims for the necessary location and height against the alternatives especially with regard to the preferences within the Malibu Municipal Code.
- Construction/technical experience to evaluate the physical dimensions and visual design elements. The dimensions are typically crucial elements of many wireless applications. Different types of applications have dimensional standards set by Federal law which can be difficult to extract from the plans typically provided by a carrier. For example, Section 6409 has extremely broad standards for height and width, but there are limits and it takes an experienced eye to determine if the application exceeds these.
- Land Use/Regulatory experience with regard to Federal regulations. Our Land Use experts can marry the requirements and preferences of the City Code and Federal rules with the RF and physical/visual aspects of the application to ensure that the City's Code requirements and preferences are maintained without infringing on the Federal requirements.

Once this information is compiled, a summary of the findings and all supporting documents will be sent to the Planner in a timely manner. We will continue to work with the Planner as questions arise to assist with meeting the regulatory timelines within the Federal rules.

The following flowchart is our vision for how our team will process the applications.





### **Section III. Statements of Compliance, Disclosures.**

Gunnerson Consulting will use and comply with the terms and conditions of the City's standard Professional Services Agreement as provided. In addition, Gunnerson Consulting will comply with all Federal and State Codes and regulations.

Gunnerson Consulting has no past, current, or pending litigation resulting from professional services rendered over the past five (5) years.

### **Section IV. References.**

#### **1. Blyn, WA**

In 2020, GCCSS built a new tower for the Jamestown S'Klallam Tribe to provide improved cellular coverage for the Tribe's new casino/hotel development. From the design and jurisdictional approval through the construction of the tower, GCCSS completed every aspect of the project.

Contact:

Kyle E. Johnson  
Executive Director, Jamestown S'Klallam Tribe Economic Development Authority  
257 Business Park Loop  
Sequim, WA 98382  
360-582-5791

#### **2. Sequim, WA**

When a new tower was needed in Sequim, WA, a retirement and tourism town very sensitive to aesthetics, GCCSS got the job done. Again, GCCSS performed all of the phases of the project from land use approvals and design through construction.

Contact:

Sue Ellen Riesau  
Manager, Radio Pacific Inc  
721 E First Street  
Port Angeles, WA 98362  
360-457-1450



### 3. City of North Myrtle Beach, SC

GCCSS assists the City of North Myrtle Beach with the management of all cell sites on City property. GCCSS has assisted the City with the refurbishment of a water tower containing cellular tenants, and is currently assisting the City with the creation of a wireless code. Additionally, GCCSS assists with the review of plans for small and macro cell sites.

Contact:

Kevin Blayton  
Director of Public Works  
1018 2<sup>nd</sup> Avenue S  
North Myrtle Beach, SC 29582  
[kblayton@nmb.us](mailto:kblayton@nmb.us)  
(843) 280-5538

Received  
11/30/2020  
Planning Dept.



[www.GunnersonConsulting.com](http://www.GunnersonConsulting.com)

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# **FEE SCHEDULE FOR APPLICATION REVIEW AND WIRELESS AND TELECOMMUNICATIONS CONSULTING SERVICES**

**NOVEMBER 30, 2020**

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Main Office:  
231 River Run Rd  
Sequim, WA 98382  
(844) 333-3600

Seattle Office  
(206) 349-2331

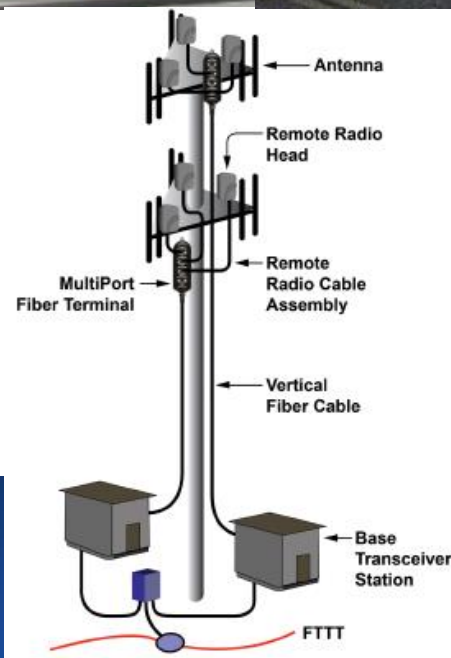
South Carolina Office  
(864) 380-8026

Illinois Office  
(817) 829-4115

Utah Office  
(801) 544-5322

**Proposed Fee Schedule:**

<b>If applicant is not claiming Small-cell or Eligible Facilities Request (6409) modification:</b>		
Initial Application Review with Memorandum of Complete/Incomplete (within 9 days) for Major Mod or new Macro site (ROW or non-ROW)	\$500	Includes one additional review of a project initially determined to be Incomplete
Additional Reviews for Completeness (after 2 <sup>nd</sup> Incomplete) for Major Mod or new Macro site (ROW or non-ROW)	\$200	As needed
New Macro site (ROW or non-ROW) – review of Complete Application materials. Summary of design, RF, Code and Federal regulatory issues (within 20 days following Complete Application).	\$2800	
<b>For Small-cell Applications:</b>		
Small-cell application (per node) Initial Application Review and Summary – review of application materials for compliance with code. Summary of design, RF, Code and Federal regulatory issues (within 9 days).	\$800	
<b>For Eligible Facilities Request (6409) Modifications:</b>		
6409 Modification Initial Application Review and Summary – review of application and summary confirming compliance with Federal criteria and City Code (within 9 days)	\$700	
<b>Optional Items as requested by City:</b>		
Attendance at Public Hearings and Meetings (virtual attendance via electronic communication)	\$200/hour	
In-person attendance at Public Hearings and Meetings, travel and consultant costs billed at cost to the City.	At cost	
Additional Consulting Services	\$200/hour	



## Proposal

## City of Malibu

## Wireless Communication Facilities Application Reviews

HR Green Pacific, Inc.

[www.hrgreen.com](http://www.hrgreen.com)

November 30, 2020



November 30, 2020

Richard Mollica  
Acting Planning Director  
City of Malibu  
23825 Stuart Ranch Road  
Malibu, CA 90265

Received  
11/30/2020  
Planning Dept.

### Request for Proposals – Wireless Communication Facilities Application Reviews

Dear Mr. Mollica and Selection Committee Members,

The unprecedented pace of the technological evolution will have a profound effect within the foreseeable future on your community and the region. The proliferation of high-speed communications (small cell/5G), “big data,” and transportation options are just a few technologies that will affect how we live, work, and play. As in many of our client cities we are well aware of the impacts and concerns around 5G/small cell technology and are very accustomed to working with Crown Castle/Verizon and other telecoms collaboratively to safely deploy their systems while delivering the highest level of protection which are consistent with your design standards. The City of Malibu is well advised to anticipate these challenges and hire a firm, such as **as HR Green Pacific, Inc. (HR Green)** that has experience as independent consultants for agencies who wish to see the safe deployment of small cell/5G technology in their communities.

As a **national thought leader** in both the municipal **plan checking** and the small cell/5G **Wireless Communications Facilities (WCF) sector**, **HR Green** is ready to assist you position your community for this technological evolution. With corporate headquarters in Corona, our local staff and industry leaders have:

- ✓ Delivered on-call plan checking for 30+ Southern California agencies,
- ✓ Served as a trusted advisor for 5G/small cell technologies to the Cities of Laguna Beach, Pico Rivera, Jurupa Valley, Redlands, and numerous agencies in other states;
- ✓ Processed encroachment permits for the nation’s and region’s largest telecoms throughout Southern California as an extension of city staff,
- ✓ Overseen 5G/small cell/fiber/broadband deployment initiatives nationwide;
- ✓ Held positions on national and international professional and technical committees dealing with telecommunications deployment;
- ✓ Been recognized as thought leaders and sought-after speakers and writers on diverse wireless communication topics nationally as well as regionally (South Bay Cities Council of Governments, Western Riverside Council of Governments, Coachella Valley American Public Works Association, and various state and national professional associations).

Given that small cell/5G deployment occurs in the public right-of-way, we typically assign a professional engineer to lead the review of WCF applications and managing the public rights-of-way. However, to comply with Malibu's request, we have also assigned a Senior Planner to serve as the Project Manager, supported by a cadre of engineers.

**Tim Jonasson, PE**, our QA/QC Manager, brings extensive small cell/5G, broadband, and fiber experience in Southern California. Currently he serves as Project Manager for WCF, broadband, and fiber deployment with the Cities of Pico Rivera, Jurupa Valley, and Redlands. Tim is a former Public Works Director and City Engineer for the City of La Quinta and City of Palm Desert in the Coachella Valley where he oversaw permitting for Verizon FiOS and many other utility projects in the public right-of-way. HR Green currently provides full engineering services to the City of Jurupa Valley where Tim wrote the City's Small Wireless Facilities ordinance in compliance with FCC Orders regulating these facilities.

**Mike Connor** will serve as project manager and senior planner for the City's project to review the applicant's proposed antenna placement and installation method to reduce visual impacts as much as possible. Mike brings 15+ years of planning experience for Huntington Beach and a number of major cities and counties in Colorado.

**Ken Price, CGCIO** will serve as primary reviewer of WCF applications, including Federal Communication Commission (FCC) compliance and radio frequency (RF) emissions analysis critical to ensuring the public's health and safety. Ken is a former IT director for the City of Littleton, Colorado where he oversaw the City's small cell/5G program.

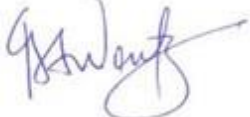
Our three key personnel have extensive knowledge of 5G/small cell application review and regulatory requirements and, along with our assigned supporting staff, have been at the forefront of the WCF implementation process, from establishing design standards and ordinances, community engagement, and general consulting, to master planning, plan reviews, and installation. Consequently, they understand the "big-picture" and are ideally suited to help you navigate the challenges ahead to future-proof your community and verify your encroachments permits are efficiently processed in compliance with applicable design standards and ordinances.

We acknowledge receipt of Addendum No. 1, issued November 19, 2020

**HR Green** is poised to help you navigate a smart future and future-proof your city while serving as your independent consultant for all WCF applications. Please feel free to contact **George Wentz, PE** ([gwentz@hrgreen.com](mailto:gwentz@hrgreen.com)) or **Tim Jonasson, PE** ([tjonasson@hrgreen.com](mailto:tjonasson@hrgreen.com)) via email or phone (855.900.4742), if we can assist you achieve your vision.

Sincerely,

**HR GREEN PACIFIC, INC.**



**George A. Wentz, PE**  
Vice-President

# 1. Organization, Credentials and Experience

Founded in 1913, **HR Green** ranks among *ENR's* Top 500 Design Firms and Top 100 Construction Management Firms in the United States. The firm is an employee-owned **corporation** with **500+ employees and 16 offices** throughout the United States. Our **California corporation (HR Green Pacific, Inc.)** is headquartered in Southern California (Corona) and has served 50+ Southern California agencies. **Licensed to practice in California**, we have **70+ staff throughout Southern California**, many of whom have public works, engineering, communications, and construction management expertise.

## HR Green Mission Statement

*Building Communities. Improving Lives.*



**We specialize in the provision of plan review, small cell/5G, fiber optic and broadband consulting to many public agencies nationally.**

## OUR INTANGIBLES

Our staff members have been instrumental in:

- Delivering accelerated plan reviews for some of the region's largest developments up to 23,000-acres in size
- 100% paperless processing / electronic plan review to expedite reviews
- Processing encroachment permits for telecom installations throughout the public right-of-way in Southern California cities, such as Jurupa Valley, Moreno Valley, Riverside, Pomona, Victorville
- Comprehensive small cell / 5G consulting, including assessments, public policy development, design standard development, plan check, inventorying, permit processing, GIS mapping, and program management
- Educating cities and the industry through in-house, nationally-recognized thought leaders, including the **South Bay Cities and Western Riverside County Council of Governments**, **APWA Coachella Chapter**, and national symposiums, on future proofing options to leverage emerging technologies and smart city solutions, and respond to new legislation/mandates
- Broadband and fiber consulting, 30+ agencies
- Expedited fiber optic network design for citywide deployment in a West Coast city with a population of 650,000
- Fiber optic network design initiating statewide fiber deployment for a major utility
- Designed and managed the two largest fiber deployments in Colorado
- Fiber and broadband design for utilities nationally
- Fiber and broadband assessment, visioning, planning, design, program management and deployment nationally



HR Green has garnered numerous awards throughout the U.S. In 2017, the firm was recognized with the Premier Award for Client Satisfaction from PSMJ Resources, Inc.

Since being founded in 1913, HR Green has long maintained a strong and vibrant financial condition. Last year's revenue exceeded \$80 million. Our firm continues to have a strong balance sheet, is well capitalized, follows an aggressive financial discipline, and is very well positioned to fulfill all of its requirements.



### Staff Augmentation

Embedded Staff (FT/PT) – All Departments (Engineering, Public Works, Building & Safety, Code, Community Development, Construction)



### Program / Project Management

Departmental Oversight, CIP, Change Management, Organizational/Operational Audits, Solid Waste, Snow Plowing, Grant Writing/Administration



### Building & Safety

Building Administration, Plan Check, Inspection, Permit Processing, Code Enforcement



### Plan Check

Building and Civil Plan Check, Electronic Review/Digital Commenting, Paperless Processing/Tracking



### Construction Management

Construction Management, Inspection, Constructability Review



### Broadband Consulting

Smart City, Fiber, Policy Development, Small Cell, 5G, ITS, Studies, Design/Engineering, Procurement, Construction Management



### Engineering

Land Development Entitlement, Civil Plan Check, Master Planning, Civil Design, Pavement Evaluation, Traffic Engineering, Transportation Planning, Drainage Engineering, Stormwater Compliance (NPDES), Water Engineering



### Virtual City Hall

Contactless Touchless Counter Services, Remote Plan Check, Remote Construction Management/Inspection, Virtual Engineering Design, Contactless Permitting



### Environmental / Brownfields

Environmental Compliance (EAs, ESAs, SWPPPs, NPDES, NEPA), Due Diligence, Regulatory Compliance, Permitting

## HR Green Related Plan Review, Small Cell/5G, Fiber & Broadband Services

Strategic Policy Development I  
Implementation

Staff Augmentation

Telecommunications Master  
Planning and Network Design

Plan Check

Encroachment Permit  
Processing

Digital Commenting / Paperless  
Solutions

Small Cell/5G Assessments

Public Policy Development

Design Standard and Ordinance  
Development

ITS Design I Implementation  
GIS Mapping

Street Lighting Analysis I Design  
Fiber Capability Evaluation

Smart Grid Analysis, Design and  
Implementation

Lighting and Traffic Signal  
Design

Project / Program Management

Regional Collaboration

Operational Modeling,  
Telecommunications Colocation  
Consulting

Business Model Assessment I  
Recommendation Business  
Case Needs Assessment

Construction Management

Regulatory Compliance  
Community Engagement

Grant Writing I Administration

Core Equipment Architecture  
and Design



## Future-Proofing Your Public Rights-of-Way

Whether it is crafting public policies, facilitating public-private partnerships, managing your program, reviewing WCF applications, or providing ongoing staff augmentation support, HR Green can provide the stewardship to achieve smart, timely, and successful deployment of small cell, CMRS, and 5G facilities and services.

One of our staff members sits on the APWA Utilities and Public Rights-of-Way (UPROW) Committee which is one of APWA's most active Technical Committees. The UPROW Committee is actively identifying new resources, state-of-the art technology, and innovative approaches to assist public works officials, managers, users, consultants, contractors, and elected officials. Additionally, two HR Green engineers sit on APWA International Public Affairs Committee. We are regular speakers at national symposiums, author articles/whitepapers, and provide ongoing education to public agency officials on small cell, fiber, broadband, and smart city topics.

For example, below is a link to recent article we wrote that was posted in the November 2020 *APWA Reporter*.

<https://apwa.partica.online/reporter/november-2020/columns/international-idea-exchange>



## We Know Coastal Communities

HR Green staff possess 30+ years of direct, applicable experience designing, permitting, plan reviewing, programming, and/or inspecting infrastructure projects within coastal areas. Consequently, we are familiar with issues common to coastal areas, such as aesthetics; visual impacts; slope stabilization; hillside construction; canyon/coastal access and construction; water quality; evacuation routing; and unique qualities of dewatering, shoring, soils analysis, and compaction.

While with HR Green or prior to joining our firm, our staff members have served numerous coastal agencies throughout Southern California in a public works/engineering role. These agencies have included:

### COASTAL AREAS SERVED IN SOUTHERN CALIFORNIA BY HR GREEN STAFF

#### Orange County

County of Orange  
City of Laguna Beach  
City of San Clemente  
City of Laguna Niguel  
City of Newport Beach  
City of Huntington Beach

#### Los Angeles County

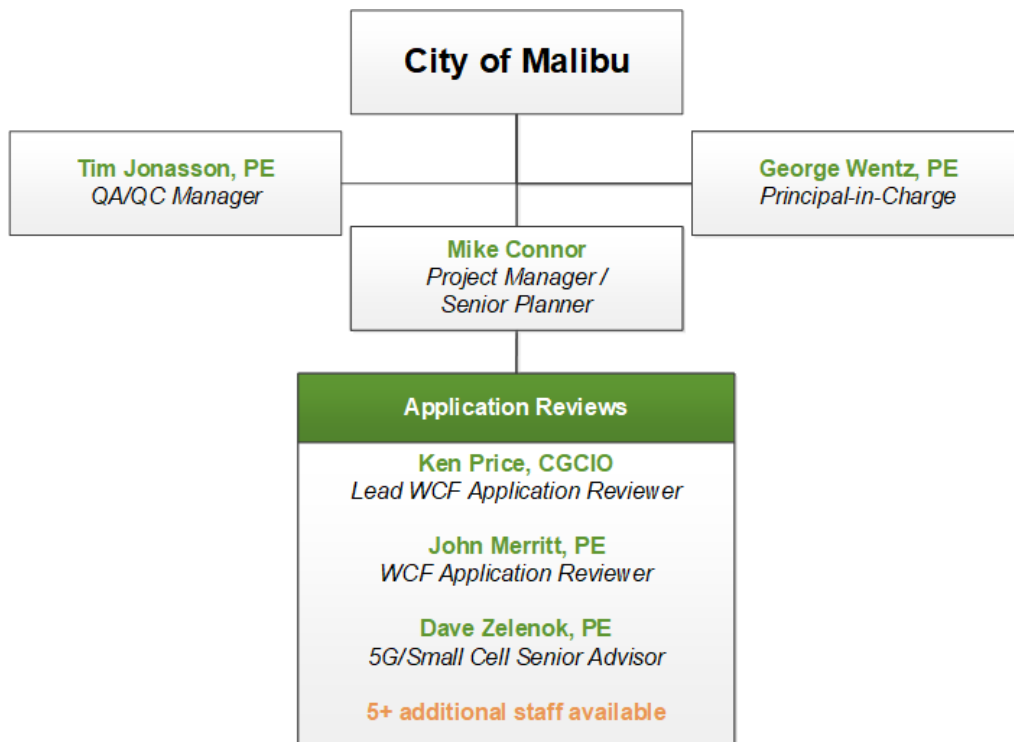
County of Los Angeles  
City of Long Beach  
City of Rancho Palos Verdes  
City of Palos Verdes Estates  
City of Torrance  
City of Redondo Beach  
City of Manhattan Beach  
City of El Segundo  
City of Santa Monica  
Port of Long Beach  
Port of Los Angeles

#### San Diego County

County of San Diego  
Port of San Diego  
City of Oceanside  
City of Carlsbad  
City of San Diego  
San Diego Association of Governments

## SUB-CONSULTANTS/SUBCONTRACTORS

No sub-consultants and subcontractors will be utilized. HR Green employees are capable of handling all scope of work items.



Resumes of these individuals shown on the organization chart are included below.



### George Wentz, PE – Principal-in-Charge

#### Education I Registration

Master, Public Administration I Bachelor of Science, Civil Engineering I Registered Civil Engineer, CA #43273

George serves as Vice President of HR Green Pacific, Inc.'s Governmental Services Business Line, which offers a comprehensive suite of services to help local agencies function more effectively and efficiently. He brings more than 45 years of administrative, management, and local government related experience, focused on delivering consulting support to public agencies. He has served as City Manager, Assistant City Manager, Public Works Director, City Engineer, Building Official, Planning Director, Traffic Engineer and Economic Development Manager. He has extensive coastal community experience and has directed and administered projects which range from on-call support to full city contract services for 50+ Southern California agencies. He has educated cities and the industry, including the **South Bay and Western Riverside County Council of Governments** and national symposiums, on future proofing options to leverage emerging technologies and smart city solutions. He has worked with communities on how to respond to new legislation/mandates related to small cell/5g matters. As the contract Deputy City Manager for the **City of Jurupa Valley**, he has facilitated citywide fiber deployment and telecommunications asset management, overhead fiber/telecommunications relocation, and **implemented small cell/5G design standards and aesthetic guidelines**. He is also the Principal in charge for our services in the **Cities of Palos Verdes Estates and Laguna Beach**. George has presented numerous seminars/workshops related to broadband/smart cell deployment and is co-author of "Playing defense when 5G goes on the offensive" recently published in the APWA Reporter. He is also a **member of the APWA International Affairs Committee** which is addressing similar matters on an international basis.



### Tim Jonasson, PE – QA/QC Manager

#### Education | Registration

Masters, Business Administration | Bachelor of Science, Civil Engineering |  
Registered Civil Engineer, CA #45843

Tim has 30 years of design, CIP program management, city engineering, design management, plan review, NPDES/water quality compliance, and construction management experience of municipal public improvement projects, including roads, drainage, water, sewer, traffic, grading, parks, recreational facilities, parking lots and parking structures. He has served as construction manager and design engineer on a variety of municipal improvement projects, including utilities, bridge construction, street and landscape improvements, water and wastewater improvements, parks construction and rehabilitation, golf course improvements and pier reconstruction. Recently, as a Senior Manager for Development Services and Economic Development for the **City of Jurupa Valley**, he **wrote the City's small cell ordinance and 5G design standards and has coordinated the City's response to planned private-sector fiber deployments**. For **cities throughout Southern California** he has also managed diverse construction management and inspection of CIP projects. He has coordinated with the Inland Empire Broadband Consortium, maintains excellent working relationships with telecom representatives throughout Southern California and as City Engineer has **managed the planning department and plan review/ encroachment permit process** for the Cities of Palos Verdes Estates (currently) and La Quinta for 15 years prior to joining HR Green three years ago.



### Mike Connor –Project Manager / Senior Planner/

#### Education

Master, Business Administration | Bachelor of Science, Environmental Design

Mike brings 30+ years of wide-ranging local government-related experience including administration, **planning and public works** management, focused on delivering diverse public services, utilities, land development and transportation projects to public agencies through California and the West.

**Mike has served as a Planner for the City of Huntington Beach and has been integrally involved in development review for 7 other jurisdictions in 3 states.** He has served as a Project Manager and/or Senior Planner for similar wireless communications facilities, smart city, and plan review initiatives, including for Jurupa Valley and Redlands; Aspen, Breckenridge, Thornton, and El Paso County (CO). He has served as a community planner and plan check manager for various cities during periods of rapid growth, initiating an electronic/paperless processing system to reduce backlog and achieve turnaround schedules including recent work in the fast-growing community of Denton, Texas.

Mike also brings extensive construction management experience delivering capital improvement and utilities projects. Recently, for various cities he prepared and implemented **small cell** design standards that addressed aesthetic and spacing requirements for small cell installations in the public right-of-way, within conformance to the FCC ruling. Also, for an internationally known resort community, he managed a Public Works Department Assessment. This involved conducting a Broadband Vision Study, assessing the community's current broadband availability, network assets, business models and financing/funding options to formulate a direction for the community's broadband future.



## Ken Price, CGCIO – Small Cell Advisor

### Education | Certification

Master of Science, Computer Information Systems | Bachelor of Science, Computer Information Systems | Certified Government Chief Information Officer | Certified Change Manager

Ken has over 30 years of experience in the information technology industry. He is a senior-level public sector IT leader with experience in planning and implementing municipal software and hardware platforms, including information technology, GIS, networks, cybersecurity and telecommunications technologies. He has led projects to evaluate, recommend, and deploy systems to improve processes and service deliveries.

For over 17-years, Ken served as the Information Services Director for City of Littleton, Colorado and led the City's Small Cell Program. This included working with Community Development, Public Works, the City Attorney's Office, and City Council to revise city code regarding wireless communication facilities (WCFs) to allow the city to better manage and regulate WCFs including smart cell facilities. He also worked with Community Development, Public Works, the City Attorney's Office, and multiple cellphone service providers to create a Master License Agreement (MLA) for each provider and a comprehensive documented / streamlined approval process to provide small cells within Littleton.

Since joining HR Green, Ken has worked on small cell initiatives for a number of California municipalities including Jurupa Valley, Laguna Beach, Pico Rivera, and Redlands, as well as municipalities in Colorado, Illinois, Iowa, and Texas.

- Developing Wireless Communication Facilities (WCF) and Small Cell Facilities (SCF) policies, which include developing code and ordinances.
- Developing WCF and SCF Aesthetic Design Guidelines.
- Developing WCF and SCF permit applications and checklists.
- Reviewing WCF and SCF permit application submittals, which also includes reviewing RF Reports.
- Streetlight municipalization analysis.
- Fiber and broadband visioning and planning.

Right-of-way public policy development, which includes colocation policies and fiber optic infrastructure construction specifications.





## John Merritt, PE – WCF Plan Reviewer

### Education I Registration

Master of Science, Transportation Engineering I Bachelor of Science, Transportation Engineering

John brings 45+ years of diverse engineering experience, including fiber optic systems, review, transportation and traffic engineering. He has served as a Traffic Engineer/Transportation Planner to five cities. He has expertise in street lighting and telecommunications, such as the installation of a 350 mile fiber optic system, the development of a right-of way colocation permit system requiring telecommunication companies to install City conduit at the time of their bore work, and led negotiation efforts for the takeover of a city's street light system. While working for a major city, John worked collaboratively with the county to guarantee both agencies benefited from fiber and conduit installations, developing a fiber and conduit integrated, comprehensive system.

**Small Cell Experience.** John was instrumental in the development of the Thornton Small Cell design guidelines as well as technical analysis for the Greenwood Village Streetlight Project.

### Smart City / Broadband / Fiber Assessment and Deployment, Various CA and CO Jurisdictions.

Traffic Review/Fiber Interconnect Analysis (Jurupa Valley), Technology/IT Analysis Task Leader for Smart City/Broadband/Fiber Assessment (Breckenridge, Fountain, and El Paso County) and Staff Augmentation Engineer for Fiber Deployment (Manitou Springs Urban Renewal Authority).



## Dave Zelenok, PE – 5G/Small Cell Senior Advisor

### Education I Registration

Master of Science, Engineering I Bachelor of Science, Civil Engineering I Professional Engineer, CO #19877

Dave brings 25+ years of municipal management and engineering experience, having served as City Engineer, Public Works Director, Transportation Director, Chief Innovation Officer, and Interim City Manager. Dave focuses on innovative service delivery methods and emerging technologies for **small cells**, fiber-optic based telecommunications, converting street lighting from a cost item to a municipal revenue source as well as coordinating related civil engineering, transit, and transportation engineering, public works operations, and maintenance services. He has played a key role in forming regional coalitions and integrating **small cell strategies**, fiber-optic based municipal broadband deployments, ITS, traffic, street lights, communication systems and broadband to reduce congestion, enhance mobility, generate sustainable revenue streams, and improve operational efficiency. Dave is also a **nationally recognized and sought-after speaker on small cell**, 5G, broadband, fiber, and smart city topics and is a **member of the APWA International Affairs Committee**. As Director of Public Works/Chief Innovation Officer, Dave planned and oversaw the technical design of a fiber optic and wireless network supporting the City and the Denver Tech Center area. He was also responsible for outreach, planning and education efforts with future broadband users and coordinated extensively with large Colorado Counties on regional initiatives.

**Smart City/Broadband/Fiber Assessment/Small Cell Deployment** – In the past three years Dave has worked on initiatives for 30+ agencies including cities, counties, and special districts in CA, CO, TX, IL, and IA.

## SIMILAR CLIENTS

Below is a representative sampling of various telecommunication facilities (wireless, small cell/5G, broadband, fiber, and smart city) clients and projects. On the following pages is a list of similar clients and representative contacts.

AGENCY CLIENTS	ASSESSMENTS					PLANNING & PROGRAM MANAGEMENT								DESIGN & IMPLEMENTATION						
	Broadband/Fiber Optic	Technology Needs	Regulatory	Wireless	Market/Financial	Project/Program Management	Infrastructure Inventory	Business Modeling	Community Engagement	Staff Augmentation	Master Planning	Public Policy Development	Wireless Assessment	Grant Writing/Funding Sourcing	Utility Coordination	GIS Mapping	Permit Coordination	Wireless Implementation	Design	Construction Management
City of Jurupa Valley, CA	■	■	■	■		■	■	■		■	■	■	■	■	■	■	■	■	■	■
City of Redlands, CA	■	■	■	■		■			■			■	■		■		■	■		
City of Laguna Beach, CA	■	■	■	■		■			■				■					■		
City of Pico Rivera, CA	■	■	■	■	■	■	■	■	■		■	■		■		■				
City of Moreno Valley, CA	■									■			■		■		■			
Douglas County, CO	■	■	■	■		■						■	■	■	■		■	■		
City of Thornton, CO	■		■	■		■	■			■		■	■	■	■		■	■	■	■
City of Aspen, CO			■	■		■	■		■			■	■	■	■	■	■	■	■	
El Paso County, CO	■	■	■	■	■	■	■		■	■	■	■	■	■	■	■	■		■	
Village of Elk Grove Village, IL	■	■	■	■		■	■		■	■		■	■		■	■	■			
City of West Des Moines, IA	■	■	■	■	■	■	■	■	■	■	■	■		■	■	■	■		■	
City of Clive, IA	■	■	■	■		■	■		■	■			■	■	■	■	■	■		
City of Fulshear, TX	■		■	■		■	■		■	■		■	■		■	■	■	■		
City of Grimes, IA			■	■		■						■	■		■		■	■		
City of Johnston, IA			■	■								■	■	■	■		■	■		
City of McKinney, TX	■	■	■	■		■	■		■	■		■	■		■	■	■	■		
Village of Niles, IL			■	■		■						■	■	■	■		■	■		
City of Sanger, TX			■	■		■						■	■	■	■		■	■		
City of Waukegan, IA			■	■								■	■		■		■	■		
Village of Wilmette, IL			■	■		■						■	■		■		■	■		
City of Wood Dale, IL			■	■		■						■	■		■		■	■		
ImOn Communications, IA	■	■			■	■	■	■							■	■	■			
City of Portland, OR	■	■	■			■	■				■				■	■	■	■	■	■
Town of Bayfield, CO	■	■	■		■	■	■	■				■		■	■	■			■	
City of Fort Dodge, IA	■	■			■	■	■				■			■	■	■			■	
Town of Hudson, CO	■	■		■	■	■	■			■			■		■	■			■	
Holy Cross Energy, CO	■	■	■	■			■	■			■		■		■	■	■	■	■	■
Delta Montrose Electric Association, CO	■	■	■	■		■	■			■		■	■	■	■	■	■		■	■
Mountain Parks Electric Association, CO	■	■	■	■		■	■	■	■			■	■		■	■				
Alliant Energy, IA	■	■			■	■		■							■	■	■		■	
Mills County, IA	■	■	■	■	■	■	■	■			■	■	■	■	■	■			■	
City of Fountain, CO	■	■	■			■	■				■	■			■	■	■			
City of Manitou Springs, CO	■	■	■	■	■	■		■		■	■				■					
Town of Gypsum, CO	■	■			■	■	■	■						■		■		■		
County of Eagle, CO	■	■			■	■	■	■			■			■		■		■		
City of Centennial, CO	■	■	■	■	■	■	■	■	■	■	■	■	■		■	■	■			
Highlands Ranch Metropolitan District, CO	■		■	■		■	■			■		■	■		■			■		

## SMALL CELL, PLAN REVIEW, CITYWIDE FIBER DEPLOYMENT CITY OF JURUPA VALLEY, CA

Rod Butler | City Manager  
8930 Limonite Avenue | Jurupa Valley, CA 92509  
951.332.6464 | rbutler@jurupavalley.org

### KEY HR GREEN STAFF | ROLE:

George Wentz, PE – Assistant City Manager

Tim Jonasson, PE – Senior Manager, Development Services and Economic Development

Mike Connor – Municipal Services Manager

Ken Price, CGCIO – Small Cell/5G Advisor

John Merritt, PE – Traffic Engineer

**THE ISSUES:** The City of Jurupa Valley is California's newest incorporated municipality, established in 2011. HR Green was instrumental in transitioning services from the County and continues to manage the daily City operations from a design, engineering, **encroachment permitting, plan check**, construction management, and economic development, city administration, building and safety, and code enforcement perspective. The city of 100,000+ population is comprised of 44 square miles and 9 unique communities with a varied topography and diverse constituency and urban/rural mix. Upon incorporation, the City inherited an aging **above ground and sub-surface infrastructure** and inadequate **telecommunications network**. Under HR Green's guidance, the City has prioritized improving its infrastructure, transportation, and telecommunications network which has spurred extensive new development (mixed-use, residential, commercial, and industrial) and sustainable economic vibrancy into the community.

**THE SOLUTIONS:** As the City Engineer/Public Works Director, Assistant City Manager, and Economic Development Senior Manager, HR Green has developed a comprehensive and strategic CIP program centered on the design and construction of citywide infrastructure improvements, including pavement rehabilitation, Safe Routes to School, ADA compliance, road widening, and utilities. We have designed a robust and aggressive citywide street improvement/rehabilitation program and coordinated a \$60 million utility CIP. In conformance with FCC small cell/5G deployment guidelines, **our staff wrote the City's small cell ordinance and 5G design standards and has begun to review small cell plans and approve encroachment permits**. Also, to date, MCI Telecom has **installed 25+ miles of 5G fiber backbone and conduit throughout the City as part of an Inland Empire-wide deployment**. This includes underground and overhead installation, and directional boring through various encroachment permits requiring City review, monitoring, and approval. HR Green has **processed, and approved encroachment permits** while our inspectors monitor that the conduit, fiber, depth of install, and traffic control plans for public convenience and safety comply with standards and specifications. This effort was led by **Tim Jonasson, PE** with support from our proposed Project Manager, **Mike Connor**.

HR Green has also implemented a citywide buddy pole removal program. Buddy Poles are old and unsound electric utility poles left in place after a new pole has been installed. Moreover, these poles are a hindrance to mobility and ADA compliance, particularly along sidewalks and around ADA-compliant curb ramps. We process and approve encroachment permit with our inspectors verifying the work has been completed to the City's standards and specifications. Our staff have also inventoried 200+ buddy poles throughout City to date, maintaining and updating a database and photo log, and communications/notifications to buddy pole utility owners of removal date requests. Our inspectors monitor the buddy pole removal, and transfer of conduit, fiber, and other utilities/telecommunications hardware to the primary pole. We follow-up with utilities and telecommunications providers to clean up the public right-of-way, as needed.



## SMALL CELL WIRELESS FACILITIES APPLICATION AND PLAN REVIEW CITY OF REDLANDS, CA

Tabitha Kevari | Senior Manager  
35 Cajon St Suite 222 (2nd Floor) | Redlands, CA 92373  
909.798.7655 | tkevari@cityofredlands.org

### KEY HR GREEN STAFF ROLE:

George Wentz, PE – Principal-in-Charge

Tim Jonasson, PE – Project Manager

Dave Zelenok – QA/QC Manager

Mike Connor – Plan Reviewer

Ken Price, CGCIO – Small Cell Advisor

John Merritt, PE – Small Cell Plan Reviewer

**THE ISSUES:** After the Federal Communications Commission (FCC) passed orders reducing requirements for deployment of small wireless facilities in the public right-of-way in 2018 the City of Redlands saw an influx of small cell applications with many more expected. In July of 2019, the City of Redlands responded by adopting regulations for small cell wireless communication facilities. The regulations established important aesthetic principals and standards which apply to all wireless facilities, including small cell and other facilities that are sited within City-owned rights-of-way. Subsequent to establishing the regulations, the City realized the need for a submittal and application review process for small cell wireless communication facility applications based on their new regulations.

**THE SOLUTIONS:** In response to the City's needs HR Green prepared submittal requirements and a review checklist based on the City's new ordinance and small wireless facility guidelines. As lead reviewer, **Ken Price** created the new process which he used for an application by Crown Castle that required extensive coordination with the applicant and the City. The problem was finding a safe location for a wireless facility while avoiding creating a hazard due to the proximity of homes to the device. The ever-expanding use of wireless technology, such as personal wireless communication facilities, has led many people to speculate that the use of these wireless technologies could cause significant risks to human health. One of the items on the HR Green's Checklist is a requirement that an applicant submit a Non-Ionizing Electromagnetic Radiation (NIER) report for the wireless facility equipment type and model that is part of the personal wireless communication facility application. The FCC developed Maximum Permissible Exposure (MPE) limits for both general public and occupational worker exposures to equipment that transmit wireless signals such as the signals transmitted by a personal wireless communication facility. The NIER report summarizes the results of wireless emissions modeling in relation to relevant FCC MPE compliance standards for limiting human exposure to wireless signals at the ground and antenna level. Since the City of Redlands was concerned that they did not have the in-house staff expertise to review the NIER reports, they engaged HR Green to assist them in the review to judge consistency with applicable federal standards. Through extensive coordination with the applicant and the City, Ken was able to find a suitable location that allowed the applicant to safely operate the small wireless facility without creating harmful radio frequency (RF) emissions to the neighborhood. Without Ken's NEIR report review and understanding and coordination with City staff this outcome would not have been possible.

## SMALL CELL | 5G CONSULTING CITY OF LAGUNA BEACH, CA

Gavin Curran | Director, Administrative Services  
505 Forest Avenue | Laguna Beach, CA 92651  
949.497.0315 | gcurran@lagunabeachcity.net

### KEY HR GREEN STAFF | ROLE:

George Wentz, PE – Principal-in-Charge

Dave Zelenok, PE – Project Manager

Ken Price, CGCIO – Small Cell / 5G Advisor

**BACKGROUND:** The City of Laguna Beach, a coastal community with diverse topography (canyons, seaside bluffs, etc.), a village arts reputation, and ocean view sheds, was concerned about the impact of new federal legislation, Rule 18-133, that streamlines small cell/5G deployment nationwide.

**THE ISSUES:** Due to the artistic and view shed characteristics of the City, the community was very concerned about the impacts of the FCC's new regulations to streamline the introduction of 5G wireless technology. The City has already received over 30 applications from multiple providers for new fiber installations that are pending final approval from the Public Works Department, and the Community Development Department is currently processing entitlement applications for nine small wireless facilities under the new "shot clock" federal requirements. Based on preliminary discussions with industry representatives, staff anticipates receiving requests for an additional nine such facilities in the near future. If comprehensive City-wide coverage is to be provided, and given the aforementioned coverage limitations, the network would necessarily include sites within neighborhoods where presently no or few such facilities are currently sited. While these new small cell systems are expected to greatly improve capacity by providing more data at faster speeds, the challenge for Laguna Beach is the aesthetic and construction impacts these new infrastructure projects will have on residents and businesses.

**THE SOLUTIONS:** HR Green was engaged to provide an overview of new technologies, like 5G and fiber installations, that will impact community and telecommunications providers; an overview of some of the challenges involved in complying with the new FCC order; and a discussion of strategies to help address these new challenges. City Council directed City staff to create a strategy and broadband master plan for adding small cell sites and expanding wireless infrastructure in general which HR Green will be tasked to complete during this multi-phase initiative.

This Plan will include several components, including guidelines on how to go about processing small cell deployments, developing best practices in public policy, and reviewing how the City can leverage existing infrastructure to facilitate small cell deployment, and will provide policies to help further manage rights-of-way in anticipation of the deployment of 5G technology. The Plan will also help review both long-and short-term wireless broadband infrastructure needs, propose additional design guidelines, and evaluate a dig-once policy and co-location incentives to help minimize the number and scale of excavations when installing fiber infrastructure in rights-of-way. The goal of the Plan is to control, as much as possible, where structures may be placed, how they are disguised from view, and establish standardized aesthetic requirements in addition to the criteria recently adopted by the City Council in its update to the Guidelines for Site Selection and Visual Impact and Screening of Telecommunications Facilities.



Visualization of Laguna Beach's approved small cell street light design

## SMALL CELL / WCF APPLICATION REVIEW

### DOUGLAS COUNTY, CO

Jeanette Bare, AICP | Planning Manager, Department of Community Development  
100 Third Street | Castle Rock, CO 80104  
303.814.4309 | jbare@douglas.co

#### KEY HR GREEN STAFF | ROLE:

Dave Zelenok, PE – Project Manager  
Ken Price, CGCIO – Small Cell Plan Reviewer  
John Merritt, PE – Small Cell Plan Reviewer

**THE ISSUES:** In April of 2019, Douglas County adopted regulations for personal wireless communication facilities. The regulations established important aesthetic principals and standards which apply to all personal wireless facilities, including small cell and other facilities that are sited within County-owned rights-of-way. Subsequent to establishing the regulations, the County published a *New Wireless Facility Site Improvement Plan (SIP) Proposed Within County Right-Of-Way Submittal Checklist*.

The ever-expanding use of wireless technology, such as personal wireless communication facilities, has led some people to speculate that the use of these wireless technologies is causing significant risks to human health. One of the items on the County's Checklist is a requirement that an applicant submit a non-ionizing radiation electromagnetic radiation (NIER) report for the wireless facility equipment type and model that is part of the personal wireless communication facility application. The Federal Communications Commission (FCC) developed Maximum Permissible Exposure (MPE) Limits for both general public and occupational worker exposures to equipment that transmit wireless signals such as the signals transmitted by a personal wireless communication facility. The NIER report summarizes the results of wireless emissions modeling in relation to relevant FCC MPE compliance standards for limiting human exposure to wireless signals at the ground and antenna level.

**THE SOLUTIONS:** Since Douglas County was concerned that they might not have the in-house staff expertise to review the NIER reports, they engaged HR Green to assist them in the review to judge consistency with applicable federal standards.

## 2. Understanding of the Scope of Work

The City should be congratulated for requesting the assistance of skills professionals as they review wireless communication facility (WCF) applications. At HR Green, we have assisted dozens of public sector clients with a wide variety of needs related to small cells, telecommunications, fiber optics, and supporting infrastructure. A description of the array of our services is included below.

With its recent adoption of its recently updated ordinance and ongoing public workshops on WCF technology, clearly the City is moving in the right direction in having regulations that protect the public health and safety while also allowing the benefits of improved connectivity of its residents. As we understand your new approach, among other regulations, permit and review procedures as well as operation and maintenance standards will be closely monitored and enforced. In essence, we understand the City of Malibu will now treat wireless installations in the rights-of-way similar to other utility installations by requiring an encroachment Permit, which will be issued through an administrative process through the Planning Department. HR Green would be used for independent consultant review of WCF applications as required under Chapter 17.46.100 of the City's Zoning regulations.

## Project Approach and Methodology

### Overview

HR Green's plan review services are not dependent upon one particular person, but rather built on a proven process we have effectively utilized for nearly 50 federal, state, regional, and municipal clients. To help assure that submittals from any applicant are properly handled and work hours are not lost, HR Green has a proven internal plan review coordination process, **GreenTREx**, to make certain that each plan received is properly processed and returned on time. The status of any plan can be easily determined at any point in time. HR Green's **GreenTREx** development review process/program allows us to efficiently complete plan tasks concurrently. This is a formalized and integrated process whereby **Technician** data input and processing, **Review**, and **Experienced professional** staff manage quality control functions that are consistently implemented on each and every project. This allows multiple HR Green staff to assist at any phase of the processing, review, and approval phase.

Our Project Manager, **Mike Connor**, will be responsible for overall review of the City's WCF applications including review of site selection to minimize visual impacts of the telecom's facilities. **Ken Price, CGCIO**, will be responsible for reviewing compliance with all FCC regulations including radio frequency (RF) emissions to monitor that public health and safety concerns are addressed as well as any potential interference with emergency responders. Our QA/QC Manager, **Tim Jonasson, PE**, will be responsible for the quality control of all services provided by our staff, implementing proven quality control measures for uniform policies and procedures to consistently provide responsive, professional services. HR Green staff will provide timeliness of reviews and compliance with all requirements, objectives, standards and codes and coordinate with your staff during the process for timely closeouts and review completeness. Our personnel will also help implement the electronic plan checking and web-enabled plan review document control best practices, should you so desire these tools.

The **quality** of our staff and **local presence** of core personnel (Project Manager, Plan Reviewers, and QA/AC Manager) provides you with a proven extension to your staff that binds the varying interests of your operations, the citizens you serve, and legal and regulatory considerations into a dynamic, flexible working system. The success of this system is based on thousands of hours of practical, real-world experience by our dedicated personnel and their unique ability to interact quickly and efficiently with your staff.

## Scope of Services

### 1. Wireless Communications Facility (WCF) Application Reviews

At the City's request HR Green will review WCF applications and provide the City with a written analysis as described below:

### 2. Memorandum/Memoranda Content

#### Incomplete Memorandum:

Upon receipt of an application from the City, HR Green will evaluate and identify whether or any items required in the City's WCF application are not complete and send the City an Incomplete Memorandum by email within nine (9) calendar days of the initial submittal or nine (9) calendar days for a resubmittal for a resubmittal review of a WCF application.

#### Project Memorandum:

Once an application is determined by the City or deemed by law to be complete, HR Green shall identify the regulatory classification under which the project should be processed (i.e., Section 6409(a); Small Wireless Facility; major modification; new site; etc.); and

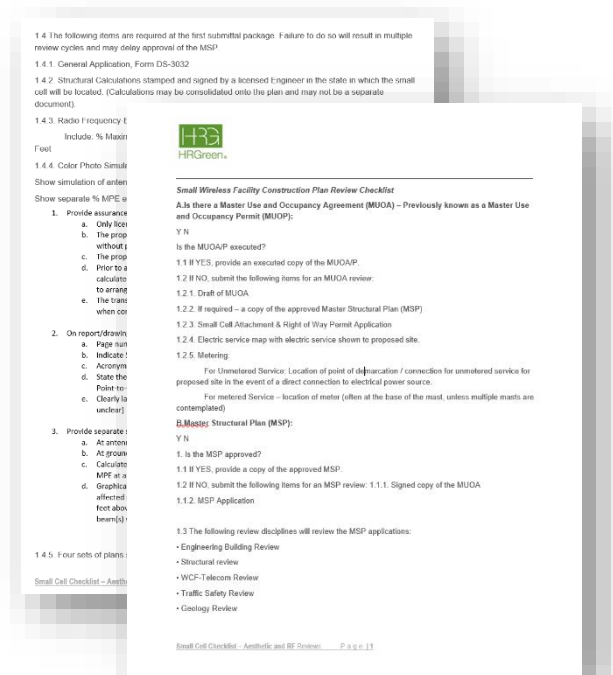
- Recommend design matters, if any, that may reduce the potential impacts of the proposed WCF;
- Evaluate time, place, and manner considerations for WCF located in the public right-of-way;
- Assess the facilities compliance with radio frequency (RF) exposure requirements established by the Federal Communications Commission;
- Assess the facility's compliance with safety requirements established by the California Public Utility Code and Southern California Edison; and
- Determine any other wireless site-related issues that HR Green believes relevant to the City's review of the WCF application.

To aid in this review HR Green will developed a City of Malibu WCF application checklist as described on the following page.

## HR Green's Small Cell Review Checklist

Since HR Green has deep experience in this field, our approach will be to “merge” HR Green’s existing small cell wireless facilities procedures within the City’s WCF regulations and its municipal code. A key element of our approach will be to offer to implement our well-defined 12-page **Small Cell Review Checklist** and “overlay” it with the City’s WCF ordinance to deliver full compliance.

Included among the elements reviewed are typically concerns about meeting aesthetic standards, sight triangle requirements, noise, etc. Should the City wish to refine its standards after reviewing the HR Green checklist and meeting with our key team members, we would welcome the opportunity to share our experience and enhance the City’s approach. In that regard, we have implemented exactly such measures with dozens of cities and would be pleased the City of Malibu into our circle of clients.



### HR GREEN'S 12-PAGE SMALL CELL PLAN REVIEW CHECKLIST

## RF Requirements

We were pleased to note that the City will be requiring an RF compliance report from carriers. It's worth noting that the FCC regulations provide:

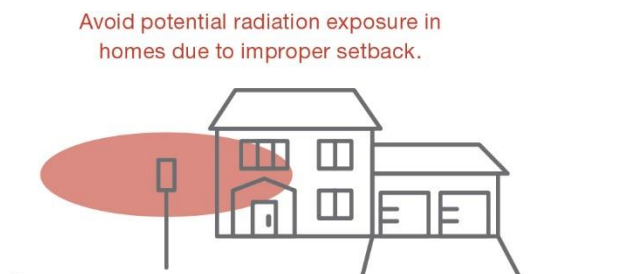
Cities “may not reject a small cell tower on the **“basis of the environmental effects of radio-frequency emissions to the extent that such facilities comply with the (Federal Communications) Commission’s regulations...”** [emphasis added].

Our experience is that carriers often submit these compliance reports in a wide variety of formats, details and quality. Again, from experience, we have found cities who are not “crystal-clear” in their RF compliance report formats can spend hours needlessly involved when public opposition arises – much of which can be avoided “up front.”

For example, the Los Angeles Times reported on HR Green’s efforts in Laguna Beach (see: <https://www.latimes.com/socal/daily-pilot/news/tn-dpt-me-lb-council-5g-20190510-story.html>).

In that case, dozens of residents appeared before their city council complaining largely about the RF effects. Again, from our small cell review experience, it’s worth noting that these RF reports are often prepared not by the carriers themselves, but by small consulting firms with no experience in California or awareness of issues of local concern. More importantly, these reports are known to often contain significant errors which often can lead to further complications if unchallenged by the cities.

To illustrate an example in which we recently were performing small cell review services for another local government, we developed a simplified graphic showing a major error which our reviewers “caught” prior to approval.





As submitted, one carrier was erroneously proposing sending high powered RF signal at “0 degrees azimuth” and an effective radiated power of 700 watts – directly into the bedroom of a nearby residence.

If installed as proposed, the tower might have radiated a small child’s room with a high power microwave “pencil thin” beam – with the local government’s (unknowing) approval. We believe our role is in proactively finding, and preventing just such scenarios for the City of Malibu.



Illustrative Graphic showing approximate zero degree azimuth beam (solid red) and right-of-way line, 2 feet from base (dashed red)

While errors like this are surprisingly not uncommon, we would suggest the City require, for example, submitters to include graphics to illustrate the radiation patterns relative to the FCC requirements – both at the antenna face – and at ground level, and considering topography and distance to nearest residences. Also, % maximum permissible exposure (MPE) should be a high priority detail we would recommend. We understand requiring this kind of technical data is permissible under the FCC rules and submitters seldom raise any issues doing so. Key to our approach we believe is our expertise in “translating” the technical report(s) into “English” for the staff and, if necessary, for the public to understand. Clearly, we intend to make staff’s role easy – we take the burden off by helping the public understand the FCC rules, the proposal, and how it complies or doesn’t with the process.



Illustrative examples of RF concerns from one of our public agency clients

### Attendance of Meetings

At the City's request HR Green will be available to meet remotely (Zoom, GoToMeeting, or similar service) anytime and in person with 48 hours' notice.

### General Consulting Services

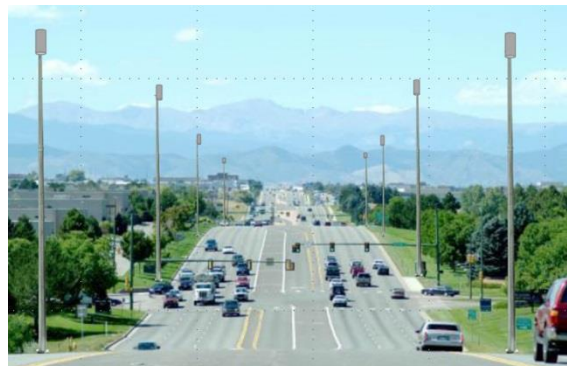
HR Green is available to provide consulting services as requested by the City.



## Value-Add Services

### Small Cell I 5G Consulting

The September 26, 2018 FCC Small Cell Preemption Order is meant to accelerate small cell and 5G deployment nationally. However, the Order shortens the time agencies must process applications for small cells, limits permit and recurring fees for small cell deployments, prohibits agencies from assessing fees that include anything other than a “reasonable approximation” of “reasonable costs”, and limits aesthetic review and requirements of facilities. However, HR Green can help the City maintain a significant amount of authority and flexibility by still negotiating win-win outcomes that benefit carriers while addressing key community concerns, such as aesthetics, availability of high-speed telecommunications, and public safety. This includes, but is not limited to public policy development, design standards development, plan review, permit processing, colocation agreements, and construction inspection.



Simulation showing potential results to aesthetics of small cell deployment

### Smart Lighting

With the deployment of small cell and 5G telecommunications now imminent, street lighting systems nationally are being re-assessed as potential transmitter locations for future wireless cellular and fixed broadband telecommunications sites. As a result, many cities are municipalizing their streetlights, then leasing those locations to their incumbent carriers and creating new sources of revenues, which, in turn can often help offset the cost of illumination itself. Other cities are exploring options to reduce their energy “footprint,” embracing “green initiatives” and “dark skies” technologies while potentially reducing their street lighting costs significantly.

Many cities are now rethinking the entire topic of public illumination. In addition to the usual cost savings, cities are now positioning themselves for a paradigm shift in street light-based emerging or “smart” technologies. Other cities are repurposing their street light underground conduits, using them for new electrical conductors, telecommunications, and/or extending their fiber optic networks. In short, alternatives are available in light of the upcoming changes in technology and small cell placement.

**HR Green** staff members have been featured speakers at dozens of professional association seminars discussing the latest best-practices for municipalized and/or innovative use of street lighting. We have worked closely with nearly 20 cities on an intergovernmental streetlight initiative by organizing and developing strategy sessions to help position these municipalities to purchase thousands of streetlights from energy companies and adapt new technologies, such as LEDs and “Smart lighting.” We can assist the city by analyzing your existing streetlight system to determine the scope of the issues relating to the placement of small cell towers within the City, many possibly using the street lighting infrastructure as its backbone.

## Fiber | Broadband | “Smart City” Consulting | ITS

Our staff have developed bid documents, overseen bidding, and installed new signal master systems, traffic operations centers, radio communications for traffic signals, and fiber optics communication systems. This includes developing and managing a collocation program that installed 50+ miles of conduit at little to no cost to a City, as well as state-of-the-art ITS systems and Traffic Operations Center. HR Green maintains a national footprint in the provision of turnkey fiber and broadband consulting, from visioning, strategic planning, and policy development, to networking engineering, construction oversight, smart city implementation, and asset management. Nationally, our staff has served cities, counties, special districts, and DOTs from a fiber and broadband perspective. Some of our current / recent related experience includes:

- Program management to a large metropolitan city for citywide fiber master planning
- Network engineering under an accelerated schedule for a citywide fiber network (650,000 population)
- Coordinating regional fiber expansion with multiple agencies along a state highway

Many agencies own significant assets which have recently become vastly under-utilized and under-valued, thanks to technological advancements. Statewide, there are thousands of utility-related assets (e.g. underground conduits, streetlights, and fiber optic cables) that can easily be upgraded to serve a wide variety of new purposes that were unforeseen until recent years. It is now possible to not only provide all the telecommunication needs of the public agency, as well as broadband Internet services to the community, while providing a significant economic development advantage to the public agencies choosing to exploit these exciting new opportunities.

## Eliminating the Digital Divide

In addition to Smart City and Intelligent Transportation Networks, many agencies are building community broadband networks to deliver high speed internet services to their entire community and not just the profit centers for broadband, such as commercial and business centers. Since many governmental services, including health, employment and educational services, will require quality broadband to access them, forward-looking cities are creating their own networks or partnering with telecoms to safeguard a segment of their population is not left behind. Therefore, eliminating the digital divide is a major incentive to promote the notion that 5G technologies are available to the entire city.

HR Green can assist the City in prioritizing that a portion of the 5G broadband system is reserved for Smart City initiatives and that a digital divide never exists in the City of Malibu by developing a strategic plan around its broadband deployment. HR Green has worked with cities across the United States in this effort and would be happy to include this service, if requested, as part of its 5G consulting services to the City. The City's economic development, municipal service delivery, and emergency communication strategic plans should all include a 5G component to best position the City to receive full benefit from this technology.



### 3. Professional Services Agreement

**HR Green Pacific, Inc.** exclusively serves public agencies and is confident we can comply with the City's Professional Services Agreement. We would like the opportunity to provide greater clarity as to contractual obligations as well as compliance with state law requirements, which will benefit both parties. We would be prepared to discuss these matters immediately upon selection to assure that no time is lost and that the proposed work can be carried out in a timely manner."

### 4. Compliance

HR Green shall comply with the California Labor Code, pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.

### 5. Litigation

In the past five (5) years **HR Green Pacific, Inc.** has had no past and/or pending litigation or disputes relating to the work described herein.

## 6. References (for assigned Planner)

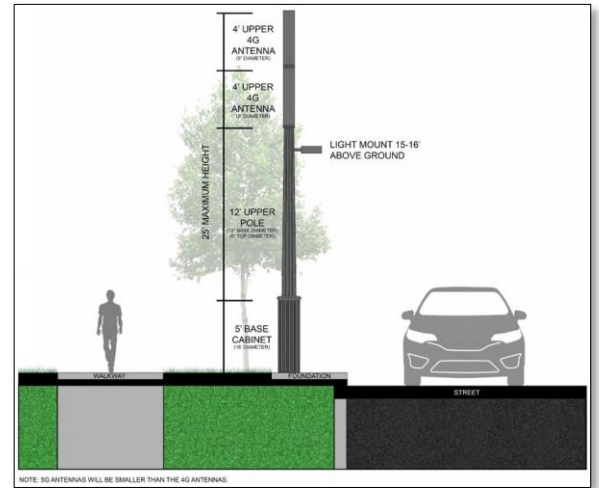
### SMALL CELL / WCF APPLICATION PLAN REVIEW CITY OF ASPEN, CO

Ben Anderson, AICP, Principal Long-Range Planner  
Community Development Department  
130 S. Galena St. | Aspen, CO 81611  
970.429.2765 | Ben.Anderson@CityofAspen.com

**Mike Connor**, Project Manager (**assigned Planner to Malibu**), and **Ken Price, CGCIO** worked extensively with the City of Aspen staff to develop one of the most stringent and controlling Small Cell Design Guidelines in the country in order to preserve safety, local concerns and aesthetic values that the community considers to be core to their unique identity. Among the provisions of the regulations included a strict height limit of 25 feet with a minimum separation of 600 feet for the same provider, initial Radio Frequency (RF) testing to verify consistency with the application reports and annual testing of small cell installations to assure that any modifications or upgrades to the equipment is still within FCC regulations and application reports.

HR Green also assisted City staff with:

- Revisions to Land Development Code as they pertained to WCF installations
- Application checklists and requirements
- Lighting intensity – Dark Sky issues
- Lighting fixture design
- Historic properties and districts
- Mountain view planes
- Open space
- Neutral host program



Fluted & tapered pole with understated light fixture and antennas with 25 ft maximum height – all equipment contained in base cabinet

## SMALL CELL WIRELESS FACILITIES APPLICATION AND PLAN REVIEW CITY OF REDLANDS, CA

Tabitha Kevari | Senior Manager  
35 Cajon St Suite 222 (2nd Floor) | Redlands, CA 92373  
909.798.7655 | tkevari@cityofredlands.org

As Plan Reviewer and Assistant Project Manager **Mike Connor** (assigned Planner to Malibu) helped coordinate the establishment of the City's submittal and review process for small cell/WCF applications. He coordinated the protocols and internal city departmental interfaces required to meet the "shot clock" requirements under the FCC orders.

## SMALL CELL, PLAN REVIEW, CITYWIDE FIBER DEPLOYMENT CITY OF JURUPA VALLEY, CA

Rod Butler | City Manager  
8930 Limonite Avenue | Jurupa Valley, CA 92509  
951.332.6464 | rbutler@jurupavalley.org

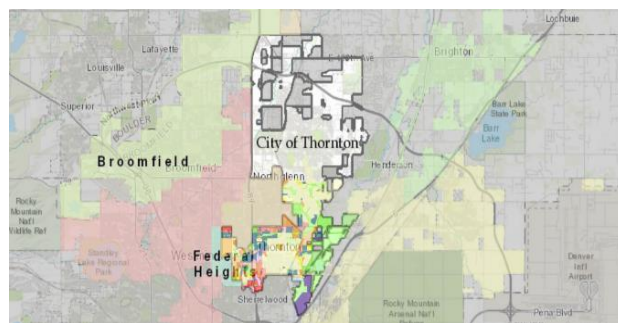
**Mike Connor**, Municipal Services Manager (assigned Planner to Malibu), has helped to manage various programs associated with the public right-of-way and infrastructure master plans. Recently, he prepared a HSIP grant application for a fiber-connected signal master controller which will also provide a fiber backbone which can be used for Smart City applications and potential small cell connectivity. Mike has also helped to oversee conformance of wireless communication facilities applications and encroachment permits with the **City's small cell ordinance and 5G design standards** and FCC small cell/5G deployment guidelines.

## SMALL CELL DESIGN GUIDELINES CITY OF THORNTON, CO

Darrell Alston, PE, PTOE | Traffic Engineer  
12450 Washington Street | Thornton, CO 80241  
720.977.6480 | darrell.alston@cityofthornton.net

The City of Thornton with a population of roughly 137,000 in the metro Denver area, was concerned about the impact of new federal legislation, Rule 18-133, that streamlines small cell/5G deployment nationwide.

**THE ISSUES:** The City Thornton was seeking interim small cell design standards that would guide aesthetic and spacing requirements for small cell installations in public right-of-way (ROW). In particular, they wanted standards that were objective, clearly defined and in compliance with the FCC small cell ruling issued in September of 2018.



The standards were to cover requirements for design, construction and installation of small cell antennas, poles, cabinets and pedestals, including:

- Location and spacing
- Concealment and camouflage
- View preservation
- Color
- Decorative poles
- Compatibility with zoning or special interest areas
- Height
- Colocation
- Existing infrastructure density

**THE SOLUTION:** In conjunction with the City's Traffic Engineering and Operations Division, HR Green's **Mike Connor**, Project Manager (**assigned Planner to Malibu**), reviewed the City's existing small cell standards and determined any revisions, additions or deletions necessary to maintain aesthetics while achieving compliance. Tasks included:

- Reviewing the City's current small cell permitting process
- Reviewing the City's zoning code to understand design characteristics for each zone
- Reviewing the City's franchise agreements with Xcel Energy and United Power and their current small cell guidelines
- Reviewing the City's ROW management, zoning districts and wireless telecom codes
- Reviewing existing small cell ROW agreements between Thornton and telecom providers

**THE OUTCOME:** Led by **Mike Connor**, HR Green staff prepared an interim small cell standards manual that was integrated with the City's current permit review process, along with clearly defined goal statements for aesthetic and spacing requirements for small cell installations.

## 7. Fees

Per the City's RFP instructions, our Fee Schedule is submitted under separate cover.

## 8. Timeline

We understand the City intends to award a professional services agreement for WCF reviews for a base term of two (2) years.



TRANSPORTATION  
+  
WATER  
+  
GOVERNMENTAL SERVICES  
+  
LAND DEVELOPMENT  
+  
ENVIRONMENTAL  
+  
CONSTRUCTION

▷ [HRGREEN.COM](http://HRGREEN.COM)



# Fee Schedule

Received  
11/30/2020  
Planning Dept.

## A. Flat Fee: \$1,200 per application

Additional fees based on our hourly fee schedule would be incurred for re-submissions due to incomplete information requiring:

- More than 2 hours' resubmission-related review time,
- Significant public process involvement,
- RF Non-ionizing electromagnetic radiation (NIER) report technical reviews
- Protracted/legal challenges which may arise on individual submissions.

**Note:** This includes up to three (3) reviews and does not include field assessments.

## B. Additional Reviews - Time and Material (T&M)

We are able to offer small cell / WCF application review on a time and material basis at \$185/hour.

## C. Hourly fees – HR Green Rate Schedule

We are able to offer our other consulting services on a time and material basis at our standard hourly rates attached.

# HR Green Pacific, Inc. Hourly Rate Schedule

<u>Personnel Classification</u>	<u>Hourly Billing Rate</u>
Principal-in-Charge/Program Manager	\$220-270
Project Manager / Senior Planner	\$180-215
QA/QC Manager	\$170-200
Civil Plan Check Manager	\$175-215
Senior Professional/Project Engineer	\$165-215
Traffic Engineer	\$180-215
Professional Engineer	\$155-185
Associate Engineer	\$140-170
Assistant Engineer	\$110-150
Senior Civil Plan Checker	\$170-195
Plan Checker	\$145-175
Transportation Manager	\$160-195
Transportation Planner	\$130-175
Permit Technician	\$ 85-110
Administrative Assistant	\$ 75-105

## Notes:

1. Other classifications are available based upon the needs of the agency.
2. All general engineering tasks will be negotiated on a case by case basis using the hourly rates provided for personnel assigned to the contract.

**Professional Reimbursement / Hourly and Overtime Rates:** The hourly billing rates include the cost of salaries of the HR Green employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). All employees classified as “non-exempt” by the U.S. Department of Labor will be compensated at 1.5 times salary, as per state and Federal wage and hour for overtime hours. Billing rates will be calculated accordingly for overtime hours.

**Direct/Reimbursable Expenses and Subconsultants:** Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus 15% percent for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- b. Subconsultants and other outside services, if needed.
- c. Specific telecommunications and delivery charges.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.
- f. Mileage and vehicle costs directly related to agency services.
- g. Travel expenses (e.g., hotel, meals, transportation, etc.)

Our hourly fees/rates shall remain effective through December 31, 2020 and may be adjusted annually thereafter as negotiated with and agreed to by the agency.

**PROPOSAL BY TELECOM LAW FIRM P.C.  
RESPONDING TO THE CITY OF MALIBU RFP  
FOR INDEPENDENT EXPERT, TECHNICAL, AND REGULATORY  
REVIEW RELATING TO WIRELESS TELECOMMUNICATIONS  
FACILITIES APPLICATIONS**

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## **1.0 INTRODUCTION, QUALIFICATIONS, CREDENTIALS AND EXPERIENCE**

Telecom Law Firm, P.C. (“**TLF**”) appreciates the opportunity to submit this proposal in response to the City of Malibu (“**City**”) RFP captioned above.

This response to the City’s RFP is organized to follow the RFP sections, with the intent to allow the City to better locate and more easily track the specific information requested by the City.

### **1.1 FIRM QUALIFICATIONS AND CREDENTIALS**

TLF advises and represents public agencies in connection with wireless and wireline telecommunications infrastructure matters, including:

- (1) evaluating proposed deployments for compliance with local, state, and federal law;
  - (2) drafting, revising, implementing, and enforcing telecommunications and wireless ordinances, policies, design guidelines, procedures, staff reports and resolutions; and
  - (3) negotiating, drafting, and enforcing communications infrastructure agreements for deployments in the public rights-of-way and on other government property.
- Through our staff attorneys and wireless siting professionals, we guide our government clients in understanding and resolving unique issues in telecommunications facilities siting matters while striking the balance between rapid deployment and community aesthetics that uniquely suits each community.

Unlike most law or consulting firms, TLF’s professionals understand the technology issues and industry practices, and the impact of those technologies on local regulatory and proprietary concerns. Our founding partner, Dr. Jonathan L. Kramer, was a telecommunications engineer for decades before becoming an attorney, and he holds multiple FCC licenses and a California Contractors License for telecommunications systems. He has also served as an expert witness and/or trial advisor in over 40 wireless and wireline cases.

We pride ourselves on being educators translating wireless technical issues and practices into plain English so that our clients can make informed regulatory and policy decisions, and our clients’ constituents better understand the regulatory setting and limitations faced by local governments.

Additionally, we have direct experience providing the services requested in this RFP to local public agencies, such as the City of Malibu. Past experiences in Malibu and elsewhere have taught us that wireless infrastructure deployments—especially those within residential public rights-of-way—raise sensitive and passionate community concerns. We address those concerns with rigorous analysis, respect, and

responsiveness to public participation in the review process. Our professionals provide the objective perspective municipal staff and officials need to make informed policy decisions that best respond to local concerns.

## **1.2 FIRM'S EXPERIENCE: FEDERAL AND CALIFORNIA WIRELESS LAWS AND REGULATIONS**

TLF has been on and remains on the front lines of influencing and contributing directly to state and federal telecommunications law, as well as defending local governments through litigation actions we have filed against the FCC.

At the local government level, TLF has drafted wireless siting regulations for dozens of different California municipalities for compliance with state and federal law. Each time the state legislature or FCC carve-out new limits on local governments, those cities often re-engage our firm to amend their existing regulations. In October 2020, the City of Malibu authorized TLF to proceed to make substantial revisions and additions to the City's wireless ordinance. Wireless ordinances are a local government's chief control mechanism for legally regulating wireless sites.

At the California State level, TLF has been instrumental in shaping state-wide regulations expanding the local governments' control over wireless deployments. Dr. Kramer lobbied for three different bills: SB 1627, a bill which reserved the power to local governments to control collocations and the ability to time-limit wireless permits; AB 57, a bill which provided additional regulations regarding collocations; and SB 649, a bill that overturned the broadly overreaching legislation that would have granted wireless carriers property rights in government property.

At the federal level, TLF represents a coalition of municipal governments and organizations in administrative proceedings before the FCC. Our advocacy provides a meaningful constraint on the agency's intrusion into traditional local interests. This past year, TLF represented the League of California Cities in the Ninth Circuit litigation that successfully vacated that portion of the FCC rules that limited local aesthetic regulations over wireless facilities that are located the public right-of-way. TLF aims to build on that success as lead counsel in a pending Ninth Circuit challenge against a recent FCC action that limited local governments over modifications to existing facilities.

Additionally, Dr. Kramer and Mr. May have served on the select Policy Committee of the National Association of Telecommunications Officers and Advisors for many years, helping to shape national government policy defenses within and outside of California.

## **1.3 FIRM'S STAFF QUALIFICATIONS, CREDENTIALS, AND EXPERIENCE**

As already initially discussed, TLF has an extensive and successful track record assisting and advising local governments throughout California and beyond in reviewing wireless deployment applications, preparing wireless application completeness reviews and

project review memorandums with and without specific permitting conditions. Moreover, we have extensive experience crafting and enforcing wireless ordinances policies, licenses, procedures and applications for the public right-of-way and private property. That record dates to 1995 when Dr. Kramer assisted the City of Santa Monica in drafting its first wireless ordinance. More than two decades later, we have drafted and/or revised wireless ordinances for more than 45 public agencies, large and small, and, urban and rural. During that same timeframe, we have formally and informally advised and taught more than 1,000 public agencies throughout the U.S. on specific applications for wireless deployments, ordinances, and wireless policies.

TLF has a core of six attorneys who practice telecommunications law. They are:

Dr. Jonathan Kramer (licensed in California and New Mexico)  
Mr. Robert (“Tripp”) May III (licensed in California)  
Mr. Michael Johnston (licensed in California)  
Ms. Natalia Shparber (licensed in California, Florida, and Texas)  
Mr. David Nagele (licensed in California)  
Ms. Sophiko (“Sophie”) Geguchadze (licensed in Washington and Pennsylvania)

TLF’s non-attorney professional planning staff consists of:

Ms. Lory Kendirjian (Senior Project Manager and Senior Paralegal)  
Ms. Joey Isaac (Project Coordinator)

TLF’s administrative support staff includes:

Ms. Karen Rosolowski (Controller)  
Ms. Valerie Halvorsen (Business Manager)  
Ms. Annette Strong (Operations Specialist)

Dr. Jonathan L. Kramer is TLF’s Principal/Senior Partner. Mr. Robert May III is the Managing Partner of TLF.

The main points of contact for the proposed engagement will be Dr. Jonathan Kramer and Ms. Lory Kendirjian. Other associate attorneys who may be assigned to assist in the City’s matters include Mr. Michael D. Johnston, Ms. Natalia Shparber and Mr. David Nagele.

#### **Dr. Jonathan L. Kramer, Esq. – TLF’s Lead Attorney and Planner**

Jonathan L. Kramer, Esq., J.D., LL.M, LP.D is Telecom Law Firm’s founder, first managing partner, and now its senior partner. He is a nationally recognized radio frequency/broadband technology engineer with over 35 years of experience. Dr. Kramer has advised and lectured to thousands of local and state government agencies—and

three branches of the military—regarding issues in telecommunications infrastructure agreements, radio frequency (RF) emissions safety, broadband, fiber optic and cable television law and technology.

Over the last 25-plus years, Dr. Kramer has served as a telecommunications expert for government agencies across the United States, including more than 40 engagements as an expert witness, trial advisor, or both. Dr. Kramer co-authored and co-edited the FCC's national guidance on radio frequency emissions safety, "A Local Government Official's Guide to Transmitting Antenna RF Emission Safety: Rules, Procedures, and Practical Guidance".

A lawyer admitted to practice in California and New Mexico, and in the relevant federal district and appellate courts as well as before the Supreme Court of the United States, Dr. Kramer also holds six FCC licenses and certifications. He is licensed as a communications contractor in California (Class C7, currently inactive).

In addition to his Juris Doctor degree (earned cum laude), Dr. Kramer holds an LL.M degree (with distinction) in Information Technology and Telecommunications Law from the University of Strathclyde School of Law. His thesis explored the ramifications of Section 6409(a). Furthermore, Dr. Kramer was hooded as a Doctor of Law and Policy from Northeastern University, where his thesis addressed legal and property value issues regarding cell sites near residences. For the past two years, Dr. Kramer has and continues to serve as a regulatory law and policy instructor at Northeastern University in Masters and Doctoral graduate level programs.

#### **Ms. Lory Kendirjian, BSBA, LL.M - TLF's Lead Senior Project Manager**

Ms. Lory Kendirjian holds an LL.M (with distinction) in Information Technology and Telecommunications Law and Policy. Her Masters' dissertation addressed federal and local government small wireless facility policy frameworks, including using wireless siting applications to identify and bridge competing goals and interests. She holds a California real estate license and is nearing completion of Project Management Professional (PMP®) certification program with an expected completion in March 2021. Ms. Kendirjian, an ABA-certificated Paralegal, directly manages TLF's project and application review team.

Ms. Kendirjian serves a critical role in TLF's wireless planning review projects and participates in important management decisions relating to wireless application reviews and processing. Ms. Kendirjian and her team are responsible for the timely processing and analysis of all wireless projects. Over the past 6 years at TLF, she has been involved in over 3,000 wireless siting project reviews for TLF's local government clients.

Under Dr. Kramer's supervision and guidance, Ms. Kendirjian and her team evaluates and processes every wireless application tendered by our government clients for review.

Those reviews include wireless application completeness; federal and state shot clock calculations; jurisdiction-specific ordinance and design guideline requirements; ADA compliance; potential inverse condemnations; power and fiber encroachment permits; fiber, T1, and microwave backhauls; alternative sites analysis; signal coverage and capacity claims; and RF safety analysis.

#### **1.4 LIST OF THREE (3) OF TLF'S SIMILAR CLIENTS AND INFORMATION:**

- **City of Redondo Beach**  
415 Diamond Street, Redondo Beach, CA 90277  
Public Works Department-Engineering Services Division  
Ms. Lauren Sablan, P.E., Principal Engineer  
[Lauren.Sablan@Redondo.org](mailto:Lauren.Sablan@Redondo.org)  
(310) 318-0661 Ext 2520
- **City of Thousand Oaks**  
2100 Thousand Oaks Boulevard, Thousand Oaks, CA 91362  
Mr. Patrick Hehir, Assistant City Attorney  
[PHehir@toaks.org](mailto:PHehir@toaks.org)  
(805) 449-2170
- **City of Pasadena**  
175 N. Garfield Avenue, Pasadena, CA 91101  
Department of Public Works, Mrs. Yannie Wu-Bowman, P.E., Principal Engineer  
[yywu-bowman@cityofpasadena.net](mailto:ywu-bowman@cityofpasadena.net)  
(626) 744-3762

#### **2.0 SCOPE OF WORK (EXHIBIT A)**

TLF has for the past 4 years provided Malibu—and for the last 14 years provided other local governments—with essentially the same services requested in Malibu's RFP. TLF fully understands the City's proposed Scope of Work. We have incorporated the City's proposed scope of work in Exhibit A of this proposal, updated slightly to reflect the most recent changes in the law.

A representative list of TLF local government clients in California we have provided similar scope of services sought by the City include:

Agoura Hills; Antioch; Artesia; Bakersfield; Berkeley; Brentwood; Burbank; Calabasas; Camarillo; Carson; Cerritos; Concord; Costa Mesa; Danville; El Monte; Encinitas; Fountain Valley; Fresno; Gardena; Glendale; Glendora; Grover Beach; Hillsborough; Inglewood; Irvine; La Mesa Lakewood; Laguna Niguel; Lawndale; Madera; Malibu; Monterey; National City; Palo Alto; Pasadena; Pleasanton; Rancho Palos Verdes; Redondo Beach; Richmond; Ross; Santa Clarita; San Marcos; Santa Monica; San Pablo;



Sausalito; Seaside; Sebastopol; Signal Hill; Simi Valley; South Gate; South Lake Tahoe; Solana Beach; Temecula; Thousand Oaks; Tiburon; and Yucca Valley.

### **3.0 PROFESSIONAL SERVICES AGREEMENT**

TLF has reviewed the City's RFP attached Professional Services Agreement and will be able to agree to all the terms and conditions except for Section 6.5 ("Indemnification"). We propose Section 6.5 of the contract to read as below (proposed changes in ***italicized bolded and underlined text***).

"Consultant shall indemnify, defend with counsel approved by the City, and hold harmless the 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*** performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of the 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 the City in its ***reasonable*** discretion find Consultant's legal counsel is ***unqualified***, then Consultant shall reimburse the City its costs of defense, including without limitation attorneys 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."

### **4.0 COMPLIANCE**

TLF does and will comply with the California Labor Code, pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.

### **5.0 LITIGATION**

TLF has no past, current, or pending litigation against us resulting from any of its professional services rendered over the past five (5) years.

### **6.0 REFERENCES (PROJECT EXAMPLES)**

Below are three (3) references for current or recent projects or work assignments within the last five (5) years of similar scope and content for the assigned Planner.

### **6.1 City of Malibu project WCF 19-014 (Exhibit B)**

In regard to the City of Malibu project WCF 19-014, TLF through its own knowledge of cell site designs, SCE requirements, and investigation discovered that the project initially submitted to the City for attachment to a Southern California Edison (“**SCE**”) pole had not, at the time of our report, been approved by SCE, and was unlikely to be approved as submitted. The initial design conflicted with SCE rules and requirements that we were aware of as TLF’s staff had received specialized training by SCE for siting matters on their facilities. That project was subsequently modified by the applicant to meet SCE rules.

### **6.2 City of Malibu project WCF 19-017 (Exhibit C)**

In regard to the City of Malibu project WCF 19-017, TLF’s review demonstrates how its qualified staff utilizes cumulative experience to synthesize data from multiple sources to discover otherwise-undisclosed facts about RF emissions safety challenges. In this planning case, Verizon applied for a modification of an existing site. Its RF emissions data report omitted any reference to the immediately adjacent light standard. By superimposing to scale the existing light standard onto the emissions report, TLF discovered that Verizon’s project would not comply with the FCC RF emissions safety rules, and the City (to date) has not approved the requested modification.

### **6.3 City of Malibu project WCF 20-024 (Exhibit D)**

In regard to the City of Malibu project WCF 20-024, TLF observed that the carrier’s RF emissions reports were materially inaccurate and thus unreliable for the City to consider. In fact, TLF determined that the RF emissions projections were off by 90 degrees, an error that at TLF’s prompting was corrected by the applicant. Additionally, TLF remained engaged with the carrier’s RF engineers to have them demonstrate that the site will comply with the applicable FCC rules, and TLF have provided proposed conditions to ensure FCC compliance. The City (to date) has not approved the requested modification.

The three City-requested examples above are merely a small subset of the types of details TLF has observed and reported to the City since 2016, when TLF began providing services to the City. There is no substitute for decades of experience in law and technology when considering whether to approve a cell site.

TLF’s ability to detect these major discrepancies is due in part to the fact that one of our offices is in very close proximity to the City, which has allowed TLF to access the field to evaluate various projects where important facts have not been entirely clear in the applications.

## **7.0 FEE SCHEDULE (EXHIBIT E)**

Please see Exhibit E (submitted as requested under a separate cover) attached to this RFP setting out TLF's proposed Fee Schedule for Services to be provided.

## **8.0 TIMELINE**

TLF is ready, willing, and able to enter into a two-year professional service agreement with the City.

## **9.0 RESPONSES TO COMMUNITY COMMENTS (EXHIBIT F)**

TLF believes it will be helpful to provide clarifying information and responses to various community comments received by the City Council on September 29, 2020 in order for the City's decision makers to make a better informed evaluation of the facts and claims. Please see Exhibit F attached to this proposal for TLF's responses to the community comments.

## **10.0 CURRICULUM VITAE (CVs)**

- 10.1 CV for Dr. Jonathan Kramer (Exhibit G)
- 10.2 CV for Mr. Robert ("Tripp") May III (Exhibit H)
- 10.3 CV for Ms. Lory Kendirjian (Exhibit I)

## **11.0 CONCLUSION**

TLF appreciates the opportunity to respond to the City's RFP. We hope to continue our long and supportive relationship with the leadership of the City of Malibu to serve its constituents.

Dr. Kramer, Mr. May, and Ms. Kendirjian stand ready to supplement this RFP with any information requested by the City, including without limitation to making ourselves available for a meeting with the City staff (most likely via a video link due to Covid-19).

Respectfully submitted,

TELECOM LAW FIRM, P.C.  
by

  
Dr. Jonathan L. Kramer, Esq.,  
Senior Partner

## **EXHIBIT A SCOPE OF WORK**

Under the direction of the City, TLF shall provide technical and regulatory advice to City concerning applications for telecommunications facilities as follows:

### **A. Wireless Siting Application Reviews:**

1. Application Reviews: At the City's request and within TLF's expertise as a wireless site application reviewer, TLF will review wireless siting applications and provide the City with a written analysis as described below).
2. **Wireless Facility Site Memorandum/Memoranda Content:**
  - a. **Incomplete Memorandum.** Upon receipt of an application by TLF directly from the City, TLF will identify the regulatory classification under which the project should be processed (i.e., Section 6409(a); Small Wireless Facility; major modification; new site; etc.); and will evaluate and identify whether any items that are required in the City's wireless application that are not completed by the applicant. If there are incomplete items, TLF will send the City an "Incomplete Memorandum" by email or an attachment to an email within:
    - i. nine (9) calendar days for an initial review of a wireless application that is submitted by the applicant as a small wireless facility; or
    - ii. twenty-one (21) calendar days for an initial review of a wireless application that are submitted by the applicant in a category that is not a small wireless facility; or
    - iii. nine (9) calendar days for a resubmittal review of a wireless application that was deemed incomplete.
  - b. **Project Memorandum.** Once an application is determined by the City or deemed by law to be complete, TLF will:
    - i. discuss design matters, if any, that may reduce the impact of the proposed site configuration;
    - ii. evaluate time, place, and manner considerations for wireless sites located in the public right-of-way;
    - iii. assess the planned compliance with federal radio frequency exposure guidelines established by the Federal Communications Commission, and;

v. determine any other wireless site-related issues that TLF, in its experience and opinion, believes to be relevant or helpful to the City's review of the wireless application.

vi. At City's option, without an additional fee, TLF shall prepare one revision or follow-up to the Incomplete or Project Memorandum. All additional revisions or follow-ups are charged on an hourly basis.

### 3. **Stand-By Power Generator Reviews**

a. **Incomplete Memorandum.** Upon receipt of a standby power generator application under AB 2421 by TLF directly from the City, TLF will evaluate and identify whether any items that are required in the City's standby power generator application are not completed by the applicant. If there are incomplete items, the TLF will send the City an "Incomplete Memorandum" by email or an attachment to an email within:

i. nine (9) calendar days for an initial review of a wireless application that is submitted by the applicant as a standby power generator and TLF shall specify those parts of the application that are incomplete and shall indicate the manner in which they can be made complete, including a list and thorough description of the specific information needed to complete the application;

b. **Project Memorandum.** Once an application is determined by the City or deemed by law to be complete, TLF will:

i. check each project element against the list of criteria specified in AB 2421 for compliance purposes.

ii. provide any additional input that may assist the City in processing the project application.

c. **Memorandum Revision:** At City's option, without an additional fee, TLF shall prepare one revision or follow-up to the Incomplete or Project Memorandum. All additional revisions or follow-ups are charged on an hourly basis.

### 4. **Consultation Time:**

a. TLF will provide reasonable consultation by telephone and/or through e-mail with the City per project at no additional cost for the flat fee portion of any project.

b. For any project where hourly charges apply (i.e., after the flat fee portion of a project), hourly fees for consultations via telephone and/or email will apply.

It is understood by the parties that every wireless project is unique as to location and design, and some projects may not proceed all the way to an approval or denial, or the project, at a given location, may be moved by an applicant to a different location, which would necessitate an entirely new project review under a separate fee.

B. **Attendance at Meetings:** As requested by City and subject to TLF's availability, TLF will attend in-person and video meetings.

C. **General Consultation:** At the City's request, TLF will engage with the City in regards to any non-privileged communications within the competence of TLF, as determined by TLF, in any form on a time availability basis of TLF, and invoice on an hourly basis (including travel time from TLF's office to and from the City if necessary).

[END OF EXHIBIT A]

**EXHIBIT B**  
**CITY OF MALIBU PROJECT WCF 19-014**

## APPLICATION INCOMPLETE MEMORANDUM

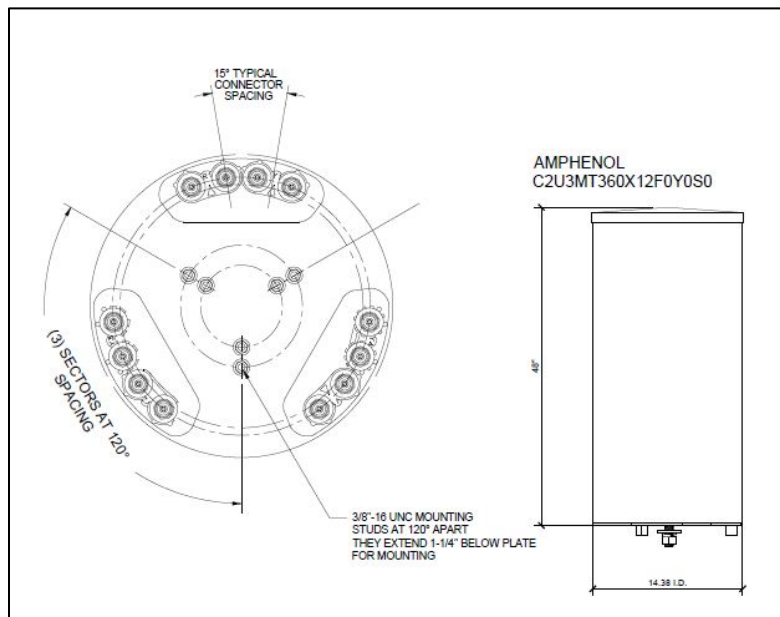
**TO:** Mr. Tom Preece  
**FROM:** Dr. Jonathan Kramer *Jonathan Kramer*  
**DATE:** January 17, 2020  
**CITY ID:** WCF 19-014  
**APPLICANT:** Eukon  
**POLE NUMBER:** 1939766E  
**CARRIER:** Verizon Wireless

**RE:** Application Completeness Review – New Proposed Wireless Facility, on a replacement light standard, in the Public Right-of-Way at 3956 ½ Cross Creek Road

### 1. Summary

The City of Malibu (the “City”) requested that Telecom Law Firm, P.C. (“TLF” or “We”) review the Eukon NG West (the “Applicant”) application submitted on behalf of Verizon Wireless (“Verizon”). This project is subject to the development standards of the City.

However, the project is not subject to the FCC’s Small Wireless Facility Regulations because the proposed antenna volume is greater than three cubic feet. See Figure 1.



**Figure 1:** Specification of proposed antenna model (Source: Plans Page A-6, Panel 2).

This project is subject to a 90-day shot clock due to the wireless site proposal on a replacement light standard. As of the date of this memorandum, January 17, 2020, 22 days have elapsed on the overall 90-day shot clock.



The observations and the conclusions within this memorandum apply only to the project identified above and do not, in any way, apply to other project proposals regardless of how similar any other project may seem.

## 2. Discussion

The Applicant submitted a set of plans dated December 11, 2019 (“**Plans**”). The Plans show the Applicant proposes to remove an existing octagonal tapered concrete light pole and replace it with a new Ameron round non-tapered concrete street light standard (“**Pole**”) to operate a new wireless site on the Pole in the public right-of-way (“**PROW**”) located near 3956 ½ Cross Creek Road.

The height of the proposed Pole supporting this project is to remain 29'3" above ground level (“**AGL**”). The vertical height of the Pole plus the wireless facility (antenna and associated equipment shroud) will be at 35'3" AGL due to the proposed wireless installation.

See Figure 2 for a summary of the project and Figure 3 for a photo simulated overview of the Pole.

PROJECT DESCRIPTION
THIS PROJECT IS A VERIZON WIRELESS UNMANNED TELECOMMUNICATION WIRELESS FACILITY. IT WILL CONSIST OF THE FOLLOWING:
<ul style="list-style-type: none"><li>• SCE TO REPLACE EXISTING (28'-11" AGL) OCTAGONAL CONCRETE STREET LIGHT POLE #1939786E WITH A NEW 29'-8" (29'-3" AGL) AMERON ROUND CONCRETE STREET LIGHT STANDARD #(1939786E) ON NEW REINFORCED FOUNDATION.</li><li>• VERIZON WIRELESS CONTRACTOR TO PLACE (1) 48" CANISTER ANTENNA ON TOP OF REPLACEMENT STREET LIGHT POLE.</li><li>• VERIZON WIRELESS CONTRACTOR TO PLACE (1) -17"X30"X18" (FIBER) PULL BOX IN GRASS PARKWAY.</li><li>• VERIZON WIRELESS CONTRACTOR TO REMOVE EXISTING METER PEDESTAL AND INSTALL A NEW DUAL MYERS METER PEDESTAL.</li></ul>

**Figure 2:** Project Description (Source: Plans Title Page T-1).

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**Figure 3:** Photo simulated view of node on Pole. (Source: Applicant submitted Photo Simulation).



For an elevation view of the Pole configuration, see Figure 4.

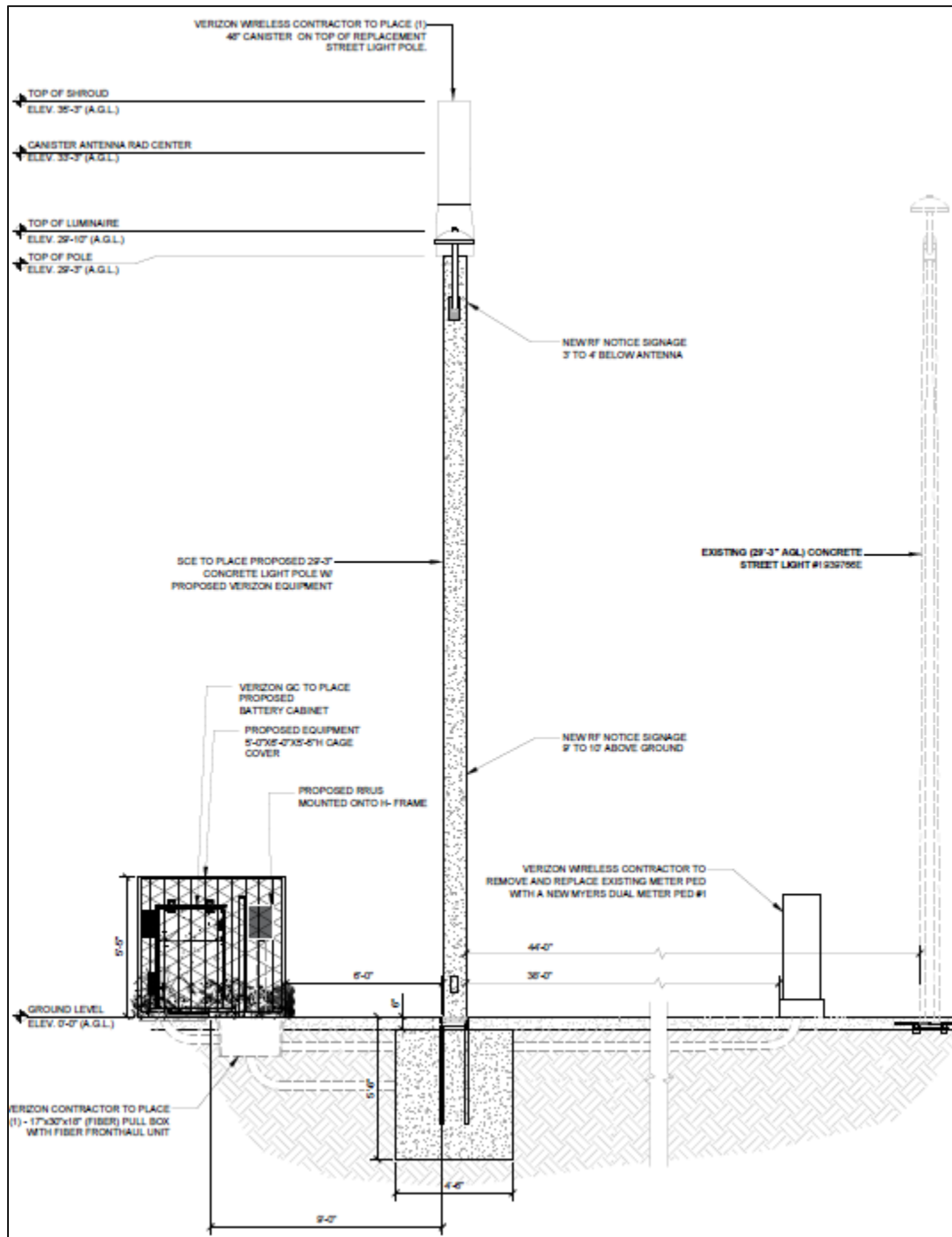


Figure 4: Proposed node on replacement light pole (Source: Plans Page A-4, Panel 1).

TLF notes that the Applicant proposes to remove the existing meter pedestal and install a new dual Myers meter pedestal. Furthermore, the Applicant proposes to install ground-mounted



equipment 5' x 6' x 5'5" cage to install a battery backup unit and an H-frame to mount two Remote radio units ("RRUs") (one 8843 RRU and one 4449 RRU). See Figure 5.

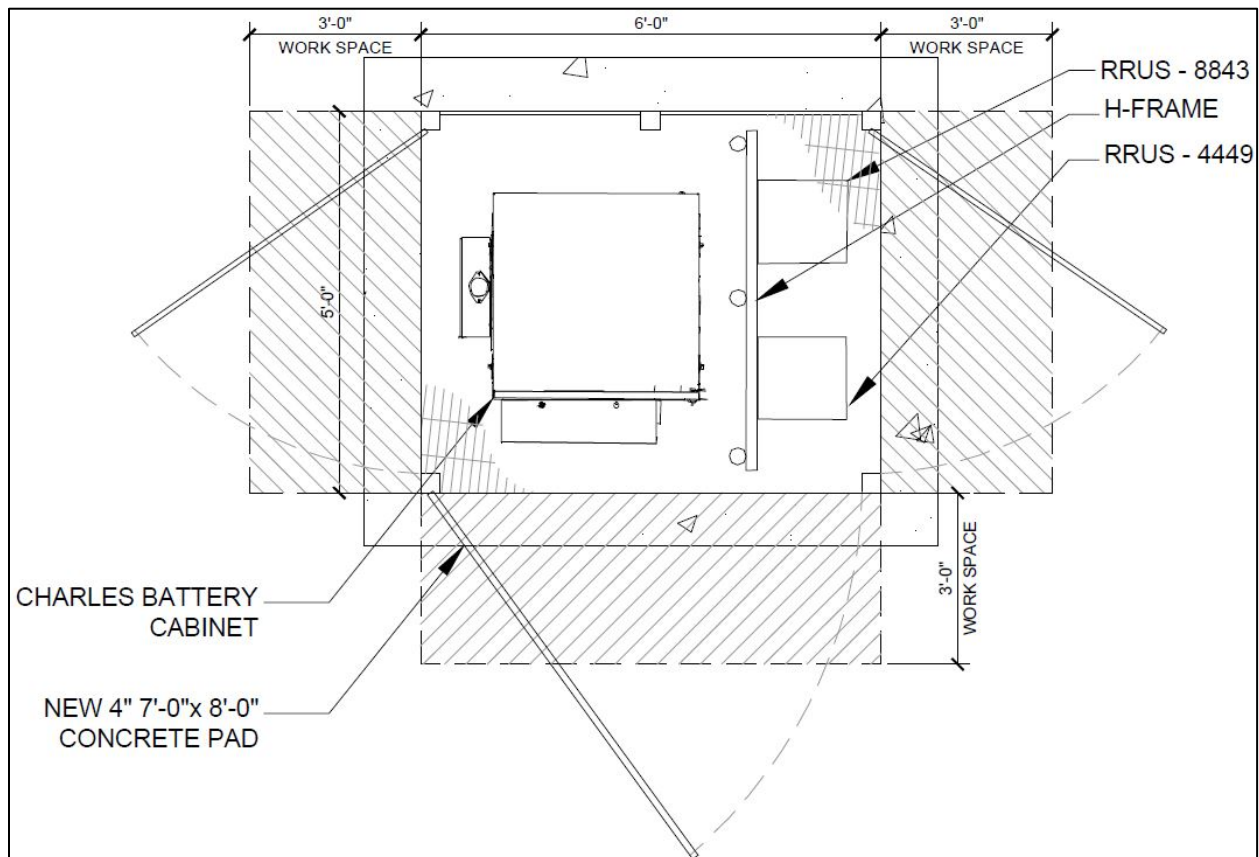


Figure 5: Ground-mounted enclosure for battery backup cabinet and RRUs (Source: Plans Page A-7, Panel 1).

This memorandum reviews the Applicant's submission to determine whether the Applicant submitted a complete and responsive application.

### 3. APPLICATION COMPLETENESS REVIEW

Based on the City's previously submitted incomplete list, TLF recommends that the City deem the Applicant's application submittal **materially incomplete** and issue another incomplete notice regarding the items more fully discussed within this incomplete memorandum.

**SCE Approval:** Incomplete, and likely to remain Incomplete. The City is missing the approved Zoning Drawings from SCE approving the specific design per the Plans dated December 11, 2019. TLF verified with SCE's wireless permitting agent that SCE has not granted permission to construct the proposed project shown in the December 11, 2019 Plans. Moreover, SCE reports that it is unlikely to grant permission for this design anytime in the near future because the proposed overall height of the pole and radome together exceeds the maximum height that is permitted on SCE light standards.



**Sensitive Land Uses:** Incomplete. The provided answer by the Applicant is unresponsive to the specific requirement for Sensitive Land Uses. The Applicant needs to submit an analysis of the adjacent Sensitive Land Uses given the site's close proximity to the Malibu Lagoon/beach to the south.

**Photo Simulations:** Incomplete. TLF notes that the Photo Simulations provided show an incorrect address of 23387 Pacific Coast Highway. TLF recommends that the City request that the Applicant update the photo simulations to depict the correct address.

#### **4. CONCLUSIONS AND RECOMMENDATIONS**

Based on the information provided to TLF by SCE, the current project is not authorized by them, and will not be authorized by them. As such, absent concrete assurances from the Applicant that it can provide in writing such authorization from SCE in sixty (60) days, the City may wish to dismiss the Application without prejudice. This approach would allow the Applicant to file for an entirely new application and new fees once it can provide actual authorization from SCE of that firm's permission to proceed.

As a condition of any future new applications on an SCE pole, the City should only consider processing applications that bear SCE's stamped permission on the plans.

/JLK



City of Malibu, California  
Mr. Richard Mollica, Acting Planning Director  
RFP for Independent Expert Review TLF  
Relating to the Review of WTF Applications  
November 30, 2020

**EXHIBIT C**  
**CITY OF MALIBU PROJECT WCF 19-017**

## APPLICATION INCOMPLETE MEMORANDUM

**TO:** Mr. Tom Preece  
**FROM:** Dr. Jonathan Kramer  
**DATE:** November 19, 2019  
**CITY ID:** WCF 19-017



**RE:** **Application Completeness Review –Proposed Modification to a Wireless Site in the Public Right-of-Way near 22856 ½ Pacific Coast Highway**

### 1. SUMMARY

Telecom Law Firm, PC (“TLF” or “We”) recommends that the City of Malibu (“City”) deem Cable Engineering Services (“Applicant’s”) application submittal incomplete and issue an incomplete notice regarding the items more fully discussed within the list of incomplete items in this memorandum on or before November 27, 2019 (based on the applicant’s submittal date on October 28, 2019). TLF recommends that the City send the incomplete notice by email and on the same day also sends it by First Class postage paid or Certified U.S. Mail postage prepaid.

The list of incomplete items shown in this memo contains TLF’s observations. If the City is aware of other incomplete items, the City should include those other items in its incomplete notice letter that also transmits this memorandum to the Applicant.

TLF notes that this modification proposal is not for a Small Wireless Facility (“SWF”). The reasons why this proposed modification is not subject to the FCC’s new Small Wireless Facilities Rules is because (1) the current site equipment plus the proposed associated equipment exceeds 28 cubic feet; and (2) the current site is not in compliance with the FCC’s RF regulations due to its azimuth orientation of one of its sector antennas on the existing close proximity light standard in the public right-of-way (“PROW”).

Moreover, the project is not a Section 6409(a) modification because the Applicant did not apply or reference Section 6409(a) request in its application materials.

TLF notes that the overall shot clock associated with this project is 90 calendar days since the Applicant proposes to modify its wireless site on an existing tower in the PROW (“Pole”) that is neither subject to Section 6409(a) nor to the SWF rules.

The observations and the conclusions within this memorandum apply only to the project identified above and do not, in any way, apply to other project proposals regardless of how similar any other project may seem.



## 2. DISCUSSION

The City requested that TLF review the Applicant's application submitted on behalf of Verizon Wireless ("Verizon"). The Pole is located near 22856 ½ Pacific Coast Highway with Coordinates N34.021860°; W118.402595°.

For the modification of the wireless site, Verizon proposes to remove two 24" tall panel antennas and install two 48" tall panel antennas. Additionally, the Applicant proposes to install two remote radio units ("RRUs") with two power supply units ("PSUs") on the Pole next to the new larger panel antennas.

The Applicant submitted a set of plans dated August 2, 2019 ("Plans"). Page A-3 of the Plans depicts that the Pole is 31' above ground level ("AGL") and the proposed antennas will be mounted with a centerline of 29'8" AGL.

See Figure 1 for the full project description and Figure 2 for the existing site.

PROJECT DESCRIPTION
THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF ANTENNAS AND ASSOCIATED EQUIPMENT FOR VERIZON TELECOMMUNICATIONS NETWORK.
• VERIZON CONTRACTOR TO UTILIZE EXISTING OCTAGONAL CONCRETE POLE #00060ATC.
• VERIZON CONTRACTOR TO REPLACE (2)-EXISTING 24" PANEL ANTENNAS WITH (2)-NEW 48" PANEL ANTENNAS.
• VERIZON CONTRACTOR TO PLACE (2)-NEW RADIO UNITS WITH (2) NEW PSU UNITS ON MOUNTING PIPE ONTO SITE POLE.
• VERIZON CONTRACTOR TO INSTALL NEW PROPOSED BACKUP BATTERY.

Figure 1: Proposed scope of work (Source: Plans, Title Sheet, T-1).

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**Figure 2:** Existing antennas on Pole and ground-mounted meter cabinet (Source: Applicant submitted Photo Simulations).



See Figure 3 for a current view of the existing wireless facility.



**Figure 3:** Current photo of existing site (Source: Site visit, November 19, 2019).

Figure 4 depicts the proposed modification of the larger panel antennas, the RRUs and the PSUs.

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**Figure 4:** Simulated view of modification; annotations in original (Source: Applicant submitted photo simulations).

TLF notes that other than the larger panel antennas, the addition of the RRUs and the PSUs on the Pole, the Applicant proposed to install a ground-mounted battery back up enclosure next to its existing meter pedestal.

Figure 5 depicts a close-up of the proposed Pole mounted antennas and associated equipment and shows the close proximity of one of the sector azimuths of the antenna to the adjacent existing light standard.

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**Figure 5:** Proposed larger antennas and associated equipment in proximity of the existing light standard (Source: Applicant photo simulations; zoomed in).

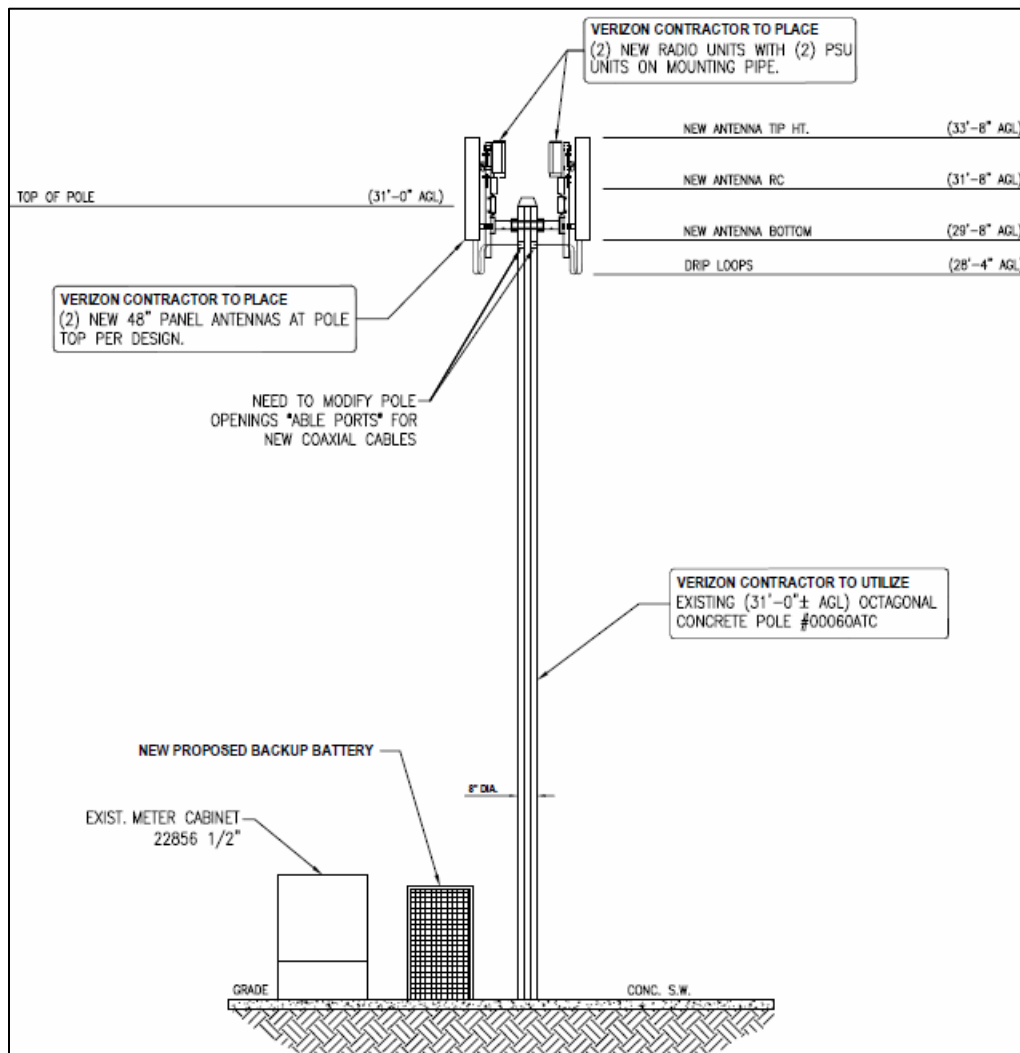
Furthermore, it appears to TLF that the photo simulation does not depict the full scope of the interconnecting RRUs, PSUs to the antennas. Even though there are several interconnecting wires depicted within the photo simulations, the full scope of connections is not depicted.

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Figure 6 depicts the elevation view and details of the Pole. Note that the Plans fail to illustrate the neighboring light standard. This issue is further discussed in the incomplete items below.



**Figure 6:** Elevation view of Pole with details (Source: Plans, Page A-4, Panel 3).

### 3. APPLICATION COMPLETENESS REVIEW

Based on the City's Submittal Checklist and Incomplete Submittal List for Upgrade or Modification of Existing Wireless Communications Facility (WCF) and Malibu Municipal Code ("MMC") Chapter 17.46, TLF recommends that the City deem the Applicant's application submittal incomplete and issue an incomplete notice.

**Planning Department-Uniform Application:** Incomplete. Indemnification Clause section is not signed or dated. Additionally, the Applicant/Contractor Certification section is missing the property owner signature, name and date.



**Coversheet:** The Applicant incorrectly states that the equipment is attaching to a wood utility pole that is owned by the JPA.

**Application Fees:** Per the City, the Applicant has not submitted all the fee requirements.

**Plans:** Incomplete. Missing Site Survey. Missing necessary and required RF safety signage. Plans to not depict the light standard adjacent to the Pole. Missing grading, drainage, erosion and storm water plan or any letter stating none is proposed.

**Photo Simulations:** Incomplete. Missing necessary and required RF safety signage.

**Coverage Maps:** Missing. TLF notes that Verizon submitted a letter indicating that the City cannot require any coverage maps. Given that this is a replacement in the same place as before the City may wish to waive that requirement for this one particular project.

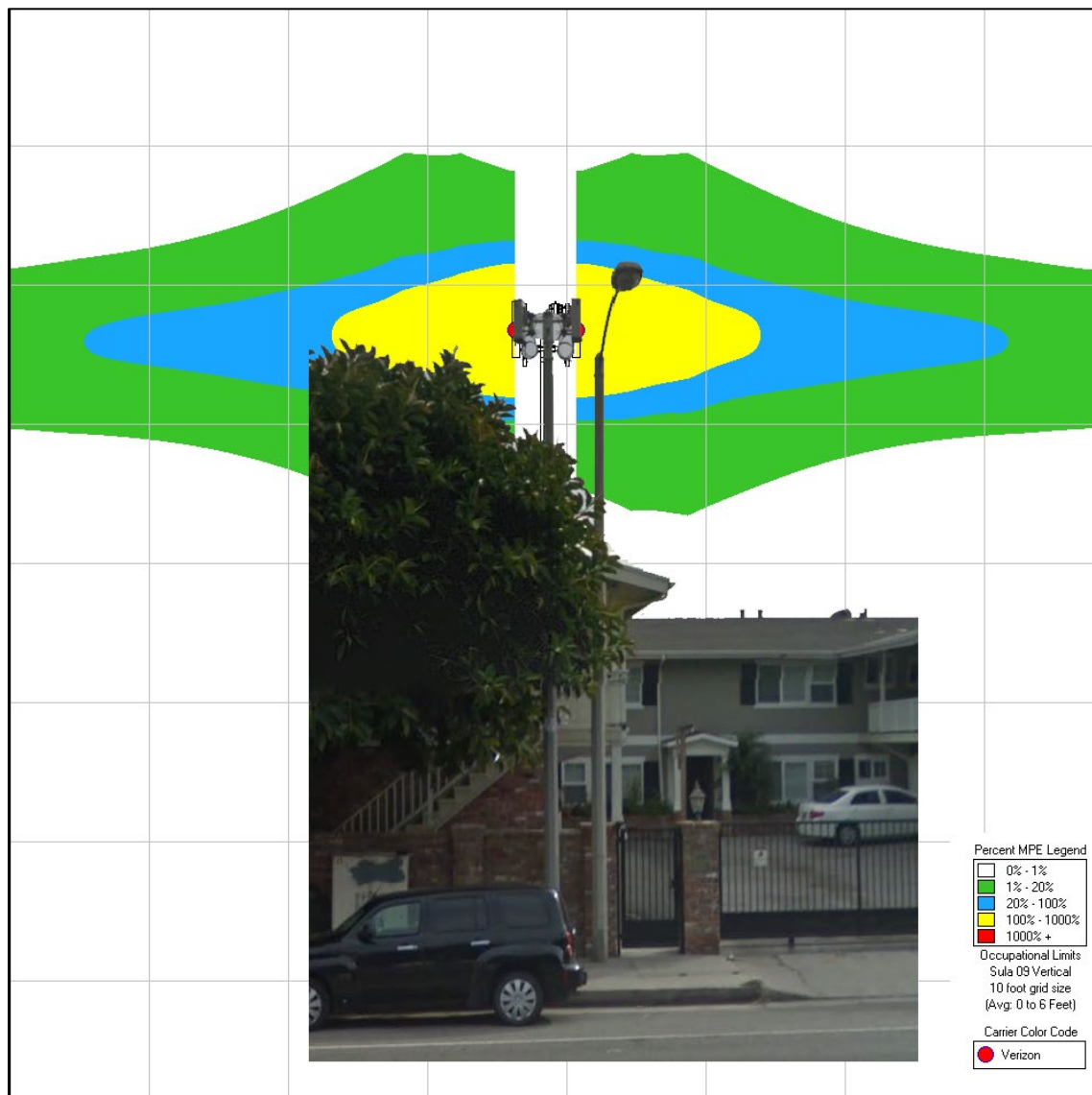
**Certified Public Notice Property Owner and Occupant Mailing Addresses and Radius Map:** Missing.

**FCC Compliance Statement:** Incomplete. The submitted FCC RF Compliance Statement is an assertion that does not demonstrate planned compliance with the FCC RF rules and FCC OET Bulletin 65 regarding RF emissions, nor is the statement certified by a licensed professional engineer.

Furthermore, TLF notes a slight discrepancy in the Plans and the Radio Frequency Report prepared by EBI Consulting on July 18, 2019 (“**EBI RF Report**”). The Plans page A-3 depicts Sector A orientated toward 60° True North (“**TN**”) and Sector B oriented toward 255° TN, whereas the EBI RF Report depicts Sector A orientated toward 80° TN and Sector B oriented toward 240° TN.

Finally, and vitally, the EBI RF Report does not appear to consider, much less address the fact that there is an immediately adjacent light standard that, per the EBI RF Report, will be squarely within the ‘100% to 1000%’ emissions range. See Figure 7, which shows a photo of the existing site superimposed on the EBI RF Report elevation emissions illustration.





**Figure 7.** Photo from the Plans of the existing site superimposed over the Emissions in the EBI RF Report (Source: Superimposed by Dr. Kramer)

Frankly, it is inconceivable that a licensed professional engineer would omit any discussion of the key factor of the proximate light standard.

The EBI RF Report is, at very best, incomplete. More likely, it is a gross underrepresentation of material facts regarding the RF emissions. The EBI RF Report must be revised and should also include the current emissions from the existing site. It is strongly believed that the existing site does not comply with the current FCC RF rules.

/JLK




City of Malibu, California  
Mr. Richard Mollica, Acting Planning Director  
RFP for Independent Expert Review TLF  
Relating to the Review of WTF Applications  
November 30, 2020

**EXHIBIT D**  
**CITY OF MALIBU PROJECT WCF 20-024**



## APPLICATION INCOMPLETE MEMORANDUM

**TO:** Mr. Tyler Eaton  
**FROM:** Dr. Jonathan Kramer   
**DATE:** August 10, 2020  
**CITY ID:** WCF 20-024

**RE:** Application Completeness Review –Proposed Wireless Site Modification in the Public Right-of-Way near 32701 ½ Pacific Coast Highway

**Applicant:** SmartLink, LLC  
**Carrier:** AT&T Mobility

### 1. SUMMARY

Telecom Law Firm, PC (“TLF” or “We”) recommends that the City of Malibu (“City”) deem SmartLink, LLC’s (“Applicant’s”) application submittal incomplete and issue an incomplete notice regarding the items more fully discussed within the list of incomplete items in this memorandum. The notice should be sent on or before August 19, 2020 (based on the applicant’s submittal date on July 20, 2020).

The list of incomplete items shown in this memo contains TLF’s observations. If the City is aware of other incomplete items, the City should include those other items in its incomplete notice letter that also transmits this memorandum to the Applicant.

TLF notes that this wireless modification proposal is not for a Small Wireless Facility (“SWF”) since each proposed panel antenna exceeds 3 cubic feet. Furthermore, the wireless modification proposal is not subject to Section 6409(a) processing since the current site does not appear to be in compliance with its current permit conditions, and potentially as well as the FCC’s RF regulations. Therefore, TLF notes that the overall shot clock associated with this project is 90 calendar days.

The observations and the conclusions within this memorandum apply only to the project identified above and do not, in any way, apply to other project proposals regardless of how similar any other project may seem.

### 2. DISCUSSION

The City requested that TLF review the Applicant’s application submitted on behalf of AT&T Mobility (“AT&T”). The Pole is located near 32701 ½ Pacific Coast Highway.

The Applicant submitted a set of plans dated March 4, 2020 (“Plans”). The Plans depict that currently AT&T operates a total of 6 panel antennas on the wood pole (“Pole”) in the public right

of way (“**PROW**”). On July 24, 2020, TLF conducted a site visit to this site. See Figures 1 and 2 of the existing Pole in the PROW.



**Figure 1:** Current wireless site on Pole in PROW (Source: TLF July 24, 2020 site visit photo).







**Figure 2:** Current wireless site on Pole in PROW (Source: TLF July 24, 2020 site visit photo).

The Applicant proposes to remove four existing panel antennas (2 per sector) and install a total of four new panel antennas (2 per sector). Also, the Applicant proposes to remove four tower mounted amplifiers (“**TMA**s”), six remote radio units (“**RRU**s”), and eight diplexers. Furthermore, the Applicant proposes to install eight diplexers, eight **TMA**s, and four **RRU**s. For a full description of the proposal, see Figure 3.

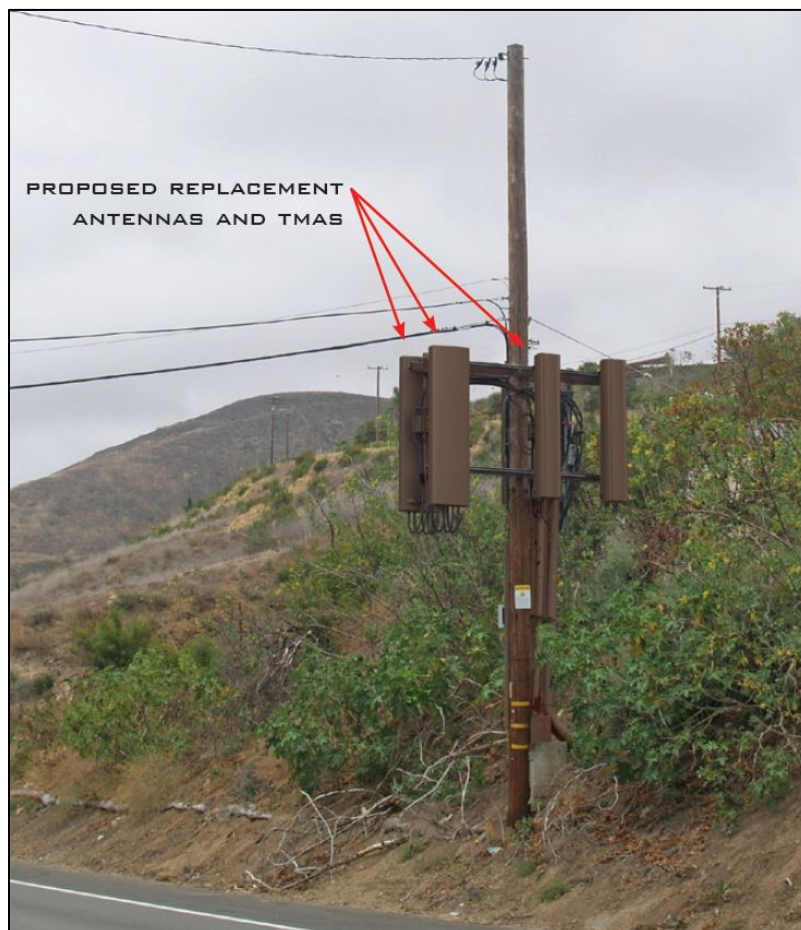
[Balance of Page Intentionally Left Blank]



PROJECT DESCRIPTION
AT&T MOBILITY PROPOSES TO MODIFY AN EXISTING APPROVED WIRELESS FACILITY. THE SCOPE WILL CONSIST OF THE FOLLOWING:
<ul style="list-style-type: none"><li>• REMOVE 4 (E) PANEL ANTENNAS (2 PER SECTOR).</li><li>• REMOVE 2 (E) UMTS TMAs (1 PER SECTOR).</li><li>• REMOVE 2 (E) DTMA's (1 PER SECTOR).</li><li>• REMOVE 8 (E) DIPLEXERS (4 PER SECTOR).</li><li>• REMOVE 2 (E) LTE 1C RRUS-11 B12 (1 PER SECTOR).</li><li>• REMOVE 2 (E) LTE 2C (AWS) RRUS-11 B4 (1 PER SECTOR).</li><li>• REMOVE 2 (E) LTE 3C (PCS) RRUS-12 B2 (2 PER SECTOR).</li><li>• REMOVE (E) DC POWER PLANT CABINET AND BATTERIES.</li><li>• INSTALL 4 (N) 6" 8-PORT PANEL ANTENNAS (2 PER SECTOR).</li><li>• INSTALL 8 (N) DIPLEXERS (4 PER SECTOR).</li><li>• INSTALL 8 (N) TMAs (4 PER SECTOR).</li><li>• INSTALL 2 (N) LTE 5G/4T4R BC RRUS-4449 B5/B12 (1 PER SECTOR).</li><li>• INSTALL 2 (N) LTE 4T4R (AWS/PCS) RRUS-8843 B2/B66A (1 PER SECTOR).</li><li>• INSTALL 1 (N) DC-12 OUTDOOR UNIT.</li><li>• INSTALL 1 (N) NEQ. 19918 DC POWER PLANT WITH 3 (N) 185AH BATTERY STRINGS.</li><li>• INSTALL 8 (N) 15930 RECTIFIERS ONTO (N) DC POWER PLANT.</li><li>• INSTALL 1 (N) 6630 BASEBAND UNIT INSIDE (E) LTE PURCELL CABINET.</li><li>• INSTALL (N) IDLE CABLE.</li></ul>

**Figure 3:** Proposed project description (Source: Plans Page T-1).

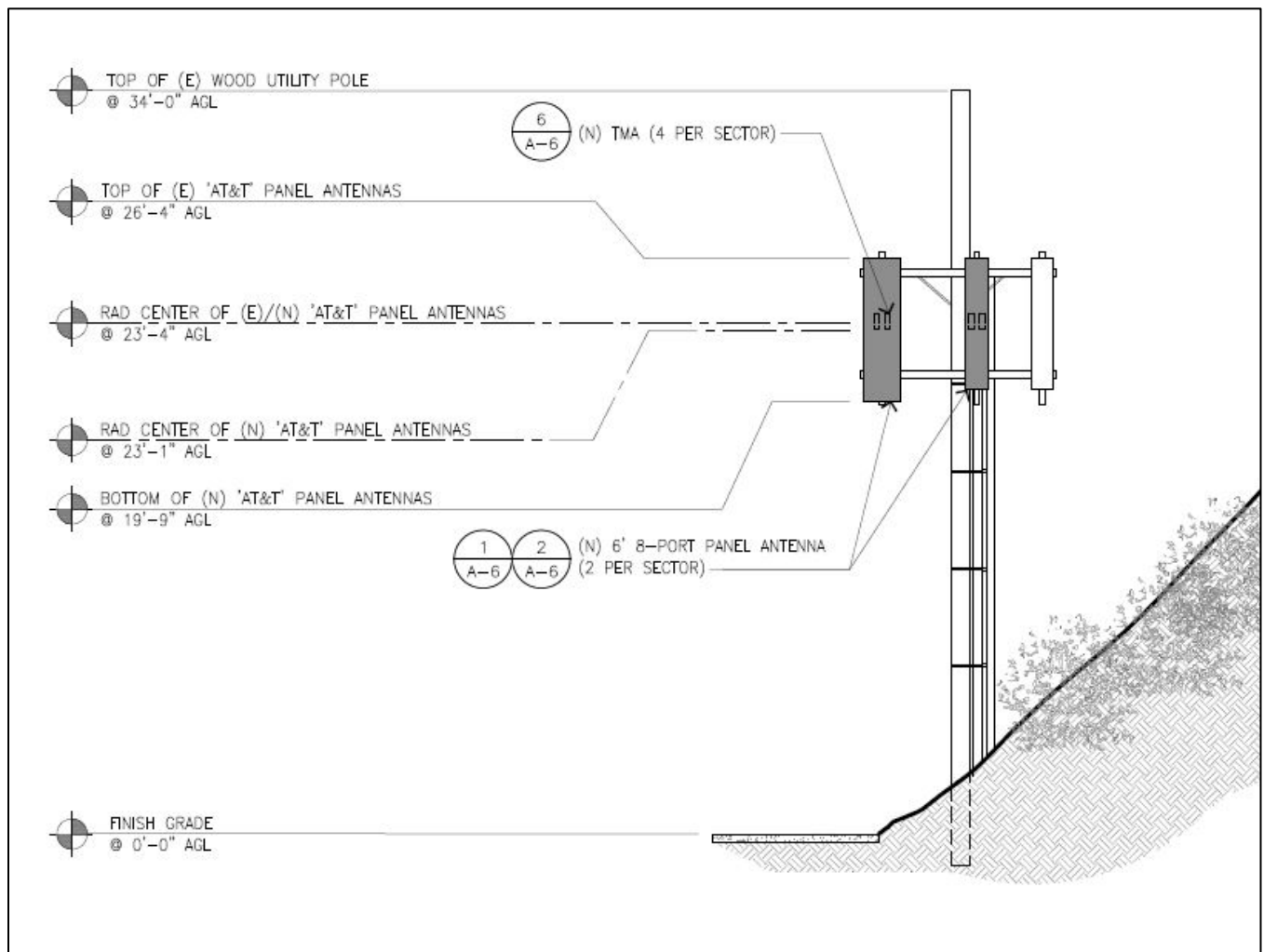
Figure 4 depicts the proposed photo simulation and Figure 5 depicts the proposed elevations of the modifications.



**Figure 4:** Proposed modification (Source: Photo simulations; annotations in original).







**Figure 5:** Proposed modification on Pole (Source: Plans Page A-4 Panel 2).

### 3. APPLICATION COMPLETENESS REVIEW

Based on the application materials received by TLF from the City, the City's Planning Department-Uniform Applicant, the City's Submittal Checklist and Incomplete Submittal List for Upgrade or Modification of Existing Wireless Communications Facility (WCF) and Malibu Municipal Code ("MMC") Chapter 17.46, TLF recommends that the City deem the Applicant's application submittal incomplete and issue an incomplete notice.

**Submittal Checklist and Incomplete Submittal List for Upgrade or Modification of Existing Wireless Communications Facility (WCF):** Missing.

**Planning Department-Uniform Application:** Incomplete. Indemnification Clause section is not signed or dated. The Applicant has indicated "*See attached AT&T LOA*". TLF notes that the LOA from AT&T to the Applicant is not sufficient.



This is an unusual wireless site. The antennas are mounted on the Pole in the PROW; however, the associated equipment enclosure is situated on a private property. The indemnification section needs to be filled out by the private property owners and possibly JPA.

**Letter of Authorization:** Missing LOA from the underlying wood utility pole owner or 45-day lapse letter providing a waiver of authorization. Missing LOA from the private property owner for the equipment enclosure modifications on the private property.

**Site Plans:** Missing site survey.

Missing Grading, Drainage, Erosion and Storm Water Management Plans- or a letter stating none is proposed. The proposal is situated on a hill slope.

Missing RF signage on Plans. TLF recommends that the City request that the Applicant update the Plans to depict all the necessary RF signage.

**Radio Frequency Emissions Report:** Internally inconsistent relating to the requirement of barriers. Some sections indicate the need for barriers and other sections do not.

The elevation simulation provided does not appear to be accurate. The elevation view and a plan view of the emissions need to be accurately depicted graphically to reflect the emissions from the proposed site in relation to the surrounding sloped hill and the adjacent roadway. AT&T appears to be using older slope estimates rather than current slope information.

**FCC Compliance:** Missing

**Certified Public Notice Property Owner and Occupant Mailing Addresses and Radius Map:** TLF did not locate Missing.

#### 4. EXISTING DISCREPANCIES WITH PC RESOLUTION 06-25

- The City originally approved this wireless site under the Planning Commission resolution No. 06-25, CUP 05-001 in 2005. The CUP 05-001 indicated that: “the applicant was to co-locate six (6) panel antennas and two (2) Global Positioning System (GPS) antennas at a height of 32-feet on an existing 37-foot tall utility pole”. The Plans indicate that the current height of the Pole is at 34' AGL and the center of the antennas are at 23'4" AGL and the bottom of the antennas are at 20'4" AGL. We note that the height of the existing antenna at the site does not match what was approved under CUP 05-001. TLF recommends that the Applicant furnish to the City all permits after 2005, if any, which allowed for the decrease in height of the panel antennas to their current actual height.



- PC resolution 06-25 and CUP 05-001 indicated that: “The antennas and mounting brackets shall be painted brown to match the color of the existing wood utility pole.” TLF notes that the current site, as depicted in Figures 2 and 3 in this memo, demonstrate that the current site is not in compliance with the painting provisions of PC Res. 06-25 and CUP 05-001. TLF recommends that the City request from the Applicant furnish to the City all permits after 2005, if any, which allowed for different panel antenna colors.

/JLK



City of Malibu, California  
Mr. Richard Mollica, Acting Planning Director  
RFP for Independent Expert Review TLF  
Relating to the Review of WTF Applications  
November 30, 2020

**EXHIBIT E**  
**FEE SCHEDULE**

**(Per the RFP, Exhibit E is provided in a separate  
document transmitted to the City)**



## EXHIBIT F

### COMMENTS ON AND RESPONSES TO COMMUNITY INPUT PROVIDED TO THE CITY COUNCIL ON SEPTEMBER 29, 2020

TLF is aware of the body of public comments provided to the City Council by a relatively small group of citizens opposing our retention as consultants. As we were not notified of the meeting in advance, we were unable to respond to the Council's follow-up questions at that time. Rather than glossing over or ignoring those public comments, this exhibit addresses head-on the general body of public comments by category.

Community Comments and Questions	TLF Comments/Response
Wireless Ordinance: Some public commenters faulted TLF for not starting work on an update to the City's Municipal Code.	As Ms. Bonnie Blue informed the City Council on September 29, 2020, City Staff did not give permission for TLF to start work on the Ordinance. On October 8, 2020, the City granted permission for TLF to commence work on the Ordinance. TLF, working with City Staff, is now proceeding forward with the drafting of revisions to the City's Municipal Code.
Dr. Kramer promised that a Public Workshop seeking input from community on the draft ordinance will occur but has not yet happened.	As noted above, the process of developing the wireless ordinance was delayed by the City. TLF has commenced working on the Ordinance. Additional information as to the process of developing the wireless ordinance is being coordinated with the City.
TLF 'protected' the City of Encinitas but did not protect the City of Malibu.	Each local government has its own municipal code. As generally acknowledged, Malibu's existing municipal code provisions are dated. They are also substantially different from those enacted by the City of Encinitas.
Why are not all cell site required to have underground equipment?	The issue of undergrounding is complex, such as locational issues of underground utilities [gas lines, sewer lines...], spacing issues, City street cut moratoriums, etc. TLF notes that the City was sued by T-Mobile regarding undergrounding of a cell site on Harvester Road. With TLF's assistance, the City prevailed on the suit.
TLF works for the wireless industry.	TLF does <u>not</u> work for the wireless industry. It has never had a wireless carrier or tower builder as a client. From time to time, TLF participates when invited to speak at wireless industry conferences, but <u>only</u> in the capacity as a government-side representative.

Community Comments and Questions	TLF Comments/Response
TLF promotes proliferation of cell sites.	TLF does <u>not</u> promote or retard the proliferation of cell sites, which are matters of local concern. TLF follows the applicable municipal code requirements, state laws and codes, and federal laws and regulations in each of the jurisdictions it serves. While some members of the public may see compliance with law as some sort of promotion of wireless deployment, this is simply not the case; it is compliance with existing laws.
Some residents do not want cell sites in residential areas.	The wireless industry is subject to and benefits from very successful lobbying efforts at the federal and state levels as to wireless siting. The key issue any jurisdiction (at least in the 9 <sup>th</sup> Circuit) must consider is whether a cell site can be placed outside of a residential area to serve into the residential area, and if not, where is the least intrusive or locally permitted location for the cell site within the residential area. This is precisely the work we have performed for the City of Malibu and propose to provide in this proposal to which this exhibit is attached.
Has TLF declined, or relocated, cell sites in the City of Malibu?	TLF's role is to advise Staff on whether particular cell sites do not meet local code or federal law requirements. For example, as discussed elsewhere in this proposal, TLF has advised against some cell site projects that have failed to demonstrate local or federal code requirements. Not surprisingly, those applications for projects have no public visibility while they remain non-compliant. Ultimately siting permissions are solely within the purview of the City.
Some public commenters asserted that Dr. Kramer lied when he told the City Council at the 5G presentation that a local government cannot nullify federal law.	Dr. Kramer's conclusion is consistent with settled law. The ways to change or shape federal laws and regulations are through Congressional actions, FCC actions, and judicial decisions; not by ineffective nullification at the local government level.
Commenters assert that TLF says that the City is limited and must use federal regulations as they exist.	That is a correct statement of law, and consistent with the prior comment and response. A local government must follow the laws and regulations that exist.

Community Comments and Questions	TLF Comments/Response
Some commenters claim that Dr. Kramer’s sole purpose is to go around and tell local jurisdictions how to circumnavigate citizens’ concerns.	Dr. Kramer (and TLF, for that matter) inform local governments how to navigate the complex body of local, state, and federal laws and court decisions that shape the field of wireless siting. This is a matter of helping our clients comply with the laws that actually exist; not the laws the public wishes did not exist.
A few commenters said that TLF told the City that their hands were tied, but that is not true.	That statement overstates both law and reality. To the extent that some wireless siting process or review is allowed by law, then it is not outside of the scope of things a local government may consider; conversely, where a resident encourages the City to take an action clearly prohibited by laws, regulations, or court decisions, then the City’s hands <u>are</u> tied and the City must follow the law, just as the City Council expects that citizens will following the City’s laws and regulations.
What has been done to deter wireless siting deployment in Malibu?	Under law, the question is <u>not</u> how to deter deployment of wireless sites. Rather the legally correct question is how best thoughtfully and legally to control wireless siting in the community. This is first done through a comprehensive local ordinance.
TLF does not tell the City what our other options are.	This claim is unsupported and incorrect, but likely made because the claimant does not participate in the actual processing and decision making steps that lead to a project’s approval or rejection. In fact, TLF often offers the City Staff alternatives to poor siting designs; designs that do not comply with law; and siting designs that present inconsistency within a project package proposal.
Telecom Law Firm owns Permit Team, LLC, and that entity somehow works for the wireless industry.	Permit Team LLC is a local separate government permitting consultancy that is not yet operating. It will not perform any work for any wireless carrier or facility builder.
There were comments of concern about Dr. Kramer’s participation in an Alpha Wireless Seminar on siting of small cells.	Dr. Kramer has, for decades, been a nationally-recognized local government representative. Accordingly, he is asked to speak at wireless industry meetings regarding

Community Comments and Questions	TLF Comments/Response
	<p>public sector interactions in wireless siting.</p> <p>At the beginning of the seminar, the host (at Dr. Kramer's insistence) read the following statement: "... As a government side expert, Jonathan is joining today's webinar as an independent contributor, not endorsing any product or vendor."</p> <p>Accordingly, Dr. Kramer was not there to promote Alpha Wireless or small cells, but rather to talk about best practices in wireless siting as perceived by local governments.</p> <p>TLF recommends that you watch and listen to the presentation and form your own opinion. That seminar is available for viewing at: <a href="https://youtu.be/ AITgZWJofU">https://youtu.be/ AITgZWJofU</a></p> <p>Ultimately, the question is whether the City would prefer to have a nationally recognized government side advisor acknowledged by the wireless industry as being suitable to bring a national view to the local issues in Malibu.</p>
<p>Commenters said that TLF represents cell site landlords and that a is a conflict of interest.</p>	<p>TLF does represent cell site landlords (including a number of California local governments that are also cell site landlords). The suggestion that there is a conflict of interest is obviated by the fact, apparently not known to the commenters, that TLF does <u>not</u> represent private landlords in jurisdictions where we perform siting reviews such as being proposed in this response to the City's RFP.</p> <p>To be clear, wireless landlords are also in need of protections from wireless carriers and tower builders, and we provide those services to wireless site landlords for that very core reason.</p>
<p>Various comments argue that wireless transmissions are dangerous to public health.</p>	<p>The issue of whether cell site transmissions are dangerous to public health is, at the state and local government levels (including in</p>

Community Comments and Questions	TLF Comments/Response
	<p>Malibu) outside of what is permissible to consider in siting matters.</p> <p>As Dr. Kramer told the City Council, the City of Malibu (like all local jurisdictions in the United States) is constrained by settled law and regulation to determining whether a proposed cell site project complies with the national FCC rules.</p> <p>Some projects in Malibu, closely evaluated by TLF, have been determined by TLF that they do not comply. As such, TLF has recommended to the City that the particular project be either made to comply or denied by the City. That is the legally-correct approach; going beyond that legal standard and limit subjects the City to lawsuits by wireless carriers.</p>

[END OF EXHIBIT F]

City of Malibu, California  
Mr. Richard Mollica, Acting Planning Director  
RFP for Independent Expert Review TLF  
Relating to the Review of WTF Applications  
November 30, 2020

**EXHIBIT G**  
**DR. JONATHAN KRAMER CV**

**CURRICULUM VITÆ OF  
DR. JONATHAN L. KRAMER, ESQ.**

=====

Founder and Senior Partner

**Telecom Law Firm, P.C.**

Email: [Kramer@TLF.Law](mailto:Kramer@TLF.Law)

Licensed as an Attorney and Counselor at Law in California and New Mexico

Direct Tel CA: (310) 405-7333 - Direct Tel NM: (505) 490-6800

Web sites: [TLF.Law](http://TLF.Law) ■ [CellTowerPhotos.com](http://CellTowerPhotos.com) ■ [TLFTalks.com](http://TLFTalks.com)

Dr. Kramer's Blog: [Wireless.Blog.Law](http://Wireless.Blog.Law)



**Los Angeles Office**

2001 S. Barrington Avenue, Suite 306  
Los Angeles, California 90025-5379  
Main Tel: (310) 312-9900

**San Diego Office**

3570 Camino del Rio North, Suite 102  
San Diego, California 92108-1747  
Main Tel: (619) 272-6200

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**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

**Employment History**

2006 – Present	<p>Telecom Law Firm, P.C. (Los Angeles, CA) Founding Attorney and Senior Partner (July 2019 - Present) Founding Attorney and Managing Partner (November 2006 - June 2019)</p> <p>Telecom Law Firm, P.C., formerly Kramer Telecom Law Firm, P.C. combines legal and technical expertise in the wireless, broadband, and telephony sectors supporting our private, institutional and government telecom lease and law clients.</p> <p>Telecom Law Firm P.C. does <b><u>not</u></b> represent wireless carriers, wireless facility providers, tower operators, or cable TV service providers.</p>
2019 – Present	<p>Manager, Permit Team LLC (Los Angeles, CA)</p> <p>Permit Team LLC provides wireless tower siting support and compliance inspection services for local governments and private cell site landlords.</p> <p>Permit Team LLC does <b><u>not</u></b> represent cell phone providers, wireless facility providers, tower operators, telephony, or cable TV service providers.</p>
2018 – Present	<p>Instructor, Regulatory Law and Policy (Doctoral and Master’s levels) Northeastern University (Boston, MA and Seattle, WA)</p>
1999 – 2015	<p>Kramer.Firm, Inc., Principal Technologist (Los Angeles, CA)</p>
1987 – 1999	<p>Communications Support Corp., President (El Toro, CA; Los Angeles, CA)</p>
1984 – 1987	<p>CommuniCable Consultants, Owner (El Toro, CA)</p>
1982 – 1984	<p>Storer Communications, Regional Technical Manager (Southern California)</p>
1982 – 1982	<p>Western Cable Services, Inc., Engineering Manager (Ventura, CA)</p>
1979 – 1982	<p>Warner Cable of Malibu, System Engineer (Malibu, CA)</p>
1978 – 1979	<p>Self-Employed. Radio telecommunications engineer (Malibu, CA)</p>
1976 – 1978	<p>Motorola Communications &amp; Electronics Area F Project Management, Field Technician, (CA, NV, AZ, and NM)</p>
1973 – 1974	<p>Rovafone of Los Angeles, Technician/Installer (Woodland Hills, CA)</p>

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**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

**Education**

Doctor of Law and Policy (LP.D). Status: Earned Degree. Northeastern University, Boston, Massachusetts (degree conferred September 2016). Thesis title: “Cell Towers, Community Perspectives, and Hedonic Price Modeling: Utility, Limitations, and Localism.”

Masters of Law (LL.M). Information Technology and Telecommunications Law. Status: Earned Degree *with distinction*. University of Strathclyde, Glasgow, Scotland (degree conferred May 2013). Dissertation title: “Section 6409(a) of the Middle-Class Tax Relief and Job Creation Act of 2012: Potential Impacts on Ninth Circuit Wireless Siting Jurisprudence Under the Telecommunications Act of 1996.”

Juris Doctor (JD). Status: Earned Degree *cum laude*. Abraham Lincoln University School of Law, Los Angeles, California (degree conferred October 2001).

Associate of Science (AS). Radio Communications. Status: Earned Degree *with honors* Los Angeles Trade Technical College (degree conferred June 1977).

**State Bar and Federal Court Admissions**

Attorney and Counselor at Law admitted in the State of California: California State Bar Registration No. 244074.

Attorney and Counselor at Law admitted in the State of New Mexico: New Mexico State Bar Registration No. 145319.

Attorney admitted to practice before the U.S. District Court, Central District of California.

Attorney admitted to practice before the U.S. District Court, District of New Mexico.

Attorney admitted to practice before the U.S. Ninth Court of Appeals.

Attorney admitted to practice before the U.S. Tenth Circuit Court of Appeals.

Attorney admitted to practice before the Supreme Court of the United States of America. Supreme Court Bar Registration No. 310782.

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**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

**Professional and Related Licenses**

FCC General Radiotelephone Operator License with Ship Radar endorsement. License No. PG11-35289. (Continuously licensed since 1975; Third Class, then Second Class, then First Class Radiotelephone License.)

FCC Global Maritime Distress and Safety System Maintainer's License with Ship Radar endorsement. License No. DB00000530 (Continuously licensed since 2008)

FCC Global Maritime Distress and Safety System Operator/Maintainer License with Ship Radar endorsement. License No. DB00000680 (Continuously licensed since 2008)

FCC General Mobile Radio Service licensee. Call sign WQYS474 (Continuously licensed since 2017).

FCC Restricted Radiotelephone Operator Permit. License No. RR00055117 (Continuously licensed since 2009).

FCC Amateur Radio Operator license. Current: License Call Sign W6JLK (Extra Class). Previous: Former call signs in reverse chronological order: KD6MR (Advanced Class, Extra Class); KP6AY (Advanced Class); WB6FDE (General Class); WN6FDE (Novice Class). Continuously licensed since November 1970.

California Contractors State License Board. Classification C7 Low Voltage Communications. License No. 433113 (currently in inactive status). Continuously licensed since 1982.

**Associations and Professional Society Memberships**

Amateur Radio Emergency Service ("ARES"), LAX NW District (Member since 2017)

Amateur Radio Emergency Service, Culver City District (Member since 2018)

American Radio Relay League (Elected Life Member; member since 1971)

California Wireless Association (Charter Member)

Culver City Amateur Radio Emergency Service ("CCARES") (Member since 2017)

Federal Communications Bar Association - National Organization (Attorney Member)

Federal Communications Bar Association – Southern California Chapter (Founding Member)

FBI InfraGard Member, California – Los Angeles Members Alliance (Law Member)

International Municipal Lawyers Association (Attorney Member)

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

National Association of Telecommunications Officers and Advisors (“NATOA”).  
Member since 1987.

New Mexico Municipal League, City Attorney’s Section (Attorney Member)

Santa Monica Community Emergency Response Team Member (“CERT”) (graduated 2018)

Society of Broadcast Engineers. Member since 2008; elected a Senior Member in 2014

Society of Telecommunications Engineers (U.S. Society). Member since 1979; elected to Senior Member status in 1993. Elevated to ‘Senior Member–Emeritus Status’ on November 11, 2019.

Society of Telecommunication Engineers (U.K. Society). Member since 1999; elected a Fellow Member on September 28, 2001.

States of California and Nevada Chapter of NATOA (Founding Member in 1991; former Chapter President 2009-2010; former President Elect 2008-2009; former Board of Directors member 2006-2007, 2007-2008; 2012-2013; 2013-2014; Immediate Past President 2010-2012)

**Professional Leadership**

Former technology advisor to the FCC’s State & Local Government Advisory Committee.

Co-author, co-editor of “A Local Government Official's Guide to Transmitting Antenna RF Emission Safety: Rules, Procedures, and Practical Guidance”, published by the FCC, Spring 2000 (download from: <http://www.fcc.gov/encyclopedia/radio-frequency-safety>)

Former Chairperson, International Right of Way Association Wireless Committee

Former Executive Committee Board Member of the State Bar of California Public Law Section (Sept. 2018 - Sept. 2014)

Former Board Member and Past President, States of California and Nevada Chapter of NATOA (SCAN NATOA) (2006-2008); founding member of that Chapter. Chapter President: 2009-2010. Board Member 2012-2016.

Former National Board of Directors member, National Association of Telecommunications Officers and Advisors (NATOA), an affiliate of the National League of Cities (Terms: 1997-2000, 1992-1994)

NATOA's only twice-honored Member of the Year (1991 and 1997)

## **Curriculum Vitæ of Dr. Jonathan L. Kramer, Esq.**

Former Co-chair of the Joint Task Force on Technical Standards Committee, appointed by NATOA, National League of Cities, and US Conference of Mayors to develop national cable TV system technical standards adopted by the FCC in February 1992

Co-chair of National Technical Standards committee appointed by NATOA, National League of Cities, and US Conference of Mayors to develop the national technical standardized testing manual to determine compliance with the FCC rules.

Past Member of the Professional Development Committee of the SCTE, which develops and supervises all professional safety and technical training and education conducted by the SCTE within the U.S. and internationally.

Invited witness before the FCC in Cable TV re-regulation hearings, March 1990, representing NATOA, USCM, NACO, and ICMA.

Appointed Member, Academic Advisory Council of Abraham Lincoln University School of Law. Appointed for annual terms: 2012-2013, 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019, and 2019-2020.

## **Certifications**

Subject Matter Contributor/expert, SCTE-US Society (Outside, Inside Plant, Safety Codes)

Certified Broadcast Technologist (Society of Broadcast Engineers)

Loyal Order of the 704 (Elected Member June 1994); Membership by invitation restricted to current-member-nominated and member-recognized cable engineers.

Co-Chair, SCTE's WG7 Committee developing standardized cable TV industry interpretations to the National Electrical Code

Designated a "Public Safety Radio Technician" by the Association of Public-Safety Communications Officials – International, Inc. (APCO)

American Radio Relay League appointed Volunteer Counsel (Southwestern Division)

American Radio Relay League appointed Volunteer Examiner (Extra Class)

Greater Los Angeles Amateur Radio Group appointed Volunteer Examiner (Extra Class)

National Institutes of Health: Protecting Human Research Participants Training Certification (No. 1496637)

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**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

**Awards and Special Recognitions**

<u>Awarding Entity</u>	<u>Name of Award</u>	<u>Year</u>
SCTE	Elevation to Emeritus Status	2019
ARRL – Amateur Radio Emergency Service (ARES)	Certificate of Appreciation	2018
Abraham Lincoln Univ. School of Law	Abraham Lincoln Award Plaque of Appreciation	2016
SCAN NATOA	Board of Directors Award Service years: 2012-2013	2013
American Radio Relay League	Certificate of Recognition: 40 Years of Membership	2012
NATOA	Ovation Award	2010
SCAN NATOA	President Recognition Plaque Service years 2009-2010	2010
NATOA	Certificate of Appreciation: Friends of NATOA	2009
Automated Photo Red Light Enforcement Group	Plaque of Appreciation	2008
NATOA	Certificate of Appreciation: Facilities Siting Guide	2008
NATOA	Certificate of Appreciation: Public Safety Committee Member	2008
NATOA	Certificate of Appreciation: Public Safety Committee Member	2008
NATOA	Certificate of Appreciation: Technology Committee Member	2007
NATOA	Certificate of Appreciation: Technology Committee Member	2006

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

NATOA	Certificate of Appreciation: Technology Committee Member	2005
Assoc. of Environ. Profs. Orange Co. Chapter	Certificate of Appreciation: Program Presenter	2005
NATOA	Member of the Year Award	1997
NATOA	Ovation Award	1996
SCTE	Cable Tech Expo Technical Speaker Plaque	1996
NATOA	1995 Public Interest Defense Award	1995
NATOA	Board of Director Service Award Service years: 1992-1994	1994
SCTE	Western Cable Show Technical Session Speaker Plaque	1993
NATOA	Board of Direction Service Plaque	1993
SCTE	Texas Cable Show Technical Session Speaker Plaque	1992
SCTE	Cable Tech Expo Speaker Plaque	1992
NATOA	Member of the Year Award	1991
South Orange Amateur Radio Association	Recognition Plaque Past President 1984-1986	1986
Hughes/AML	Certificate of Merit	1980
Motorola	Certificate of Achievement – MODAT (MOBILE DATA)	1977

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**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

**Northeastern University Course Teaching and Supervision**

Northeastern University Course Instructor	RFA 6300 – Capstone: Regulatory Affairs in Food and Food Industries	Winter 2021 Master’s Level
Northeastern University Thesis Supervisor	LWP7994 – Doctoral Thesis	Fall 2020 Doctoral Level
Northeastern University Thesis Supervisor	LWP7995 – Doctoral Thesis	Summer 2020 Doctoral Level
Northeastern University Thesis Supervisor	LWP6503 – Doctoral Research Design 4	Spring 2020 Doctoral Level
Northeastern University Course Instructor	RFA 6300 – Capstone: Regulatory Affairs in Food and Food Industries	Winter 2020 Master’s Level
Northeastern University Thesis Supervisor	LWP 6501 – Doctoral Research Design 2	Fall 2019 Doctoral Level
Northeastern University Thesis Supervisor	LWP 6500 – Doctoral Research Design 1	Summer 2019 Doctoral Level
Northeastern University Thesis Supervisor	LWP 6123 – Law and Legal Reasoning 4	Summer 2019 Doctoral Level
Northeastern University Thesis Supervisor	LWP 6501 – Doctoral Research Design 2	Summer 2019 Doctoral Level
Northeastern University Thesis Supervisor	LWP 6501 – Doctoral Research Design 2	Spring 2019 Doctoral Level
Northeastern University Course Instructor	LWP 6119 – Current Law and Policy Debates	Spring 2019 Doctoral Level
Northeastern University Course Instructor	LWP 6500 – Doctoral Research Design 1	Winter 2018 Doctoral Level
Northeastern University Course Instructor	RFA 6100 - Introduction to Regulatory Affairs of Food and Food Industries	Winter 2018 Master’s Level
Northeastern University Course Instructor	RFA 6100 - Introduction to Regulatory Affairs of Food and Food Industries	Fall 2018 Master’s Level

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**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

Doctoral Thesis Supervisor and Defense Chair	Laura Singletray – Doctoral Candidate “What is the Cost of free Speech to Washington State Community Colleges, And Who Pays that Price?” (Doctor of Law and Policy degree awarded December 2020)	2018-2020
---	---	-----------

**Professional and Researcher Listings**

Martindale Hubble:

<http://www.martindale.com/Jonathan-Louis-Kramer-JD-LLM/8187752-lawyer.htm>

AVVO:

<http://www.avvo.com/attorneys/90025-ca-jonathan-kramer-303033.html>

(AVVO rating: 10-Superb)

ORCID:

<https://orcid.org/0000-0002-7560-2108>

Web of Science ResearcherID:

<https://publons.com/researcher/2492022/jonathan-l-kramer/>

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**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

**Selected Representative Clients**

The following is a partial list of the over 1,000 governments, public agencies and private entities that have relied upon Dr. Kramer's broadband and/or radio-telecommunications advice as a telecommunications technology advisor/inspector/expert witness since 1984, and/or as an attorney since 2006:

**Cities, Counties, and Tribal Associations**

Addison, IL	Bolingbrook, IL	Clarendon Hills, IL
Agoura Hills, CA	Bozrah, CT	Cleveland Heights, OH
Aiken County, SC	Branford, CT	Clinton, CT
Alameda County, CA	Brentwood, CA	Cobb County
Albany, CA	Brighton Indian Resv., FL	Colchester, CT
Albuquerque, NM	Bronxville, NY	Colton, CA
Alcoa, Tennessee	Buena Park, CA	Columbia Heights, MI
Aliso Viejo, CA	Buffalo Grove, IL	Commerce, CA
Anaheim, CA	Burleson, TX	Concord, CA
Antioch, CA	Burlingame, CA	Cornwall, CT
Apache Junction, AZ	Burr Ridge, IL	Corona, CA
Arcadia, CA	Butte County, CA	Coronado, CA
Artesia, CA	Calabasas, CA	Costa Mesa, CA
Arvada, CO	Calimesa, CA	Culver City, CA
Aurora, CO	Camarillo, CA	Cupertino, CA
Aurora, IL	Campbell, CA	Cypress, CA
Austin, Texas	Canandaigua, NY	Darien, CT
Avon, OH	Canton, MI	Darien, IL
Azusa, CA	Capitola, CA	Davis, CA
Bakersfield, CA	Carlsbad, CA	Decatur, AL
Baldwin Park, CA	Carson, CA	Deep River, CT
Barrington, IL	Carol Stream, IL	Deerfield Beach, FL
Bartlett, IL	Casper, WY	Denver, CO
Beaverton, OR	Carson, CA	Diamond Bar, CA
Bellbrook, OH	Cedar Lake, IN	Donna, TX
Bellflower, CA	Centerville, OH	Downers Grove, IL
Bellingham, WA	Cerritos, CA	Duarte, CA
Benicia, CA	Cincinnati, OH	Dublin, CA
Berkeley, CA	Chelan, WA	Dubuque, Iowa
Bethel, AK	Cheshire, CT	DuPage County, IL
Beverly Hills, CA	Chester, CT	Durango, CO
Big Bear Lake, CA	Chico, CA	Durham, CT
Big Cypress Indian Resv., FL	Chino Hills, CA	Dyer, IN
Birmingham, AL	Chino, CA	Eagan, MI
Bloomington, IL	Chula Vista, CA	East Granby, CT
Blount County, TN	Cincinnati, OH	East Haven, CT

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

East Windsor, CT	Hidden Hills, CA	Lompoc, CA
Eastchester, NY	Highland Park, IL	Lone Tree, CO
Easton, CT	Highland, CA	Long Beach, CA
El Monte, CA	Highland, IN	Longmont, CO
Elburn, IL	Hillsborough, CA	Los Alamos, CA
Elk Grove Village, IL	Hinsdale, IL	Los Altos, CA
Elmhurst, IL	Hobart, IL	Los Angeles County, CA
Encinitas, CA	Hoffman Estates, IL	Los Angeles, CA
Enfield, CT	Hollywood, FL	Louisville, CO
Escondido, CA	Homewood, AL	Loveland, CO
Essex, CT	Homewood, IL	Lowell, IN
Fairfax, CA	Huntington Beach, CA	Lynchburg, VA
Federal Way, WA	Hunts Point, WA	Madison, CT
Flora, IL	Immokalee Indian Resv., FL	Malibu, CA
Fort Wayne, IN	Indian Wells, CA	Manhattan Beach, CA
Franklin, CT	Inglewood, CA	Maryville, TN
Franklin, KY	Irvine, CA	Mentor, OH
Fremont, CA	Itasca, IL	Merced, CA
Fresno, CA	Kettering, OH	Meriden, CT
Fullerton, CA	Killingworth, CT	Merrillville, IN
Galena, IL	King County, WA	Miamisburg, OH
Garden Grove, CA	La Canada Flintridge, CA	Michigan City, IN
Gardena, CA	La Grange, IL	Middlebury, CT
Germantown, OH	La Habra Heights, CA	Milpitas, CA
Glen Ellyn, IL	La Mesa, CA	Minooka, IL
Glendale Heights, IL	La Puente, CA	Mission Viejo, CA
Glendale, CA	La Quinta, CA	Modesto, CA
Glenwood, IL	Lacy, WA	Monrovia, CA
Goleta, CA	Lafayette, CA	Monterey, CA
Goshen, CT	Laguna Beach, CA	Monterey County, CA
Granby, CT	Laguna Niguel, CA	Moorpark, CA
Greenville, IL	Lake County, IL	Moreno Valley, CA
Greenwich, CT	Lake County, IN	Morris, CT
Greenwood Village, CO	Lake Oswego, OR	Mount Carmel, IL
Griffith, IN	Lake Station, IN	Mount Orab, OH
Grover Beach, CA	Lakewood, OH	Mount Prospect, IL
Guilford, CT	Las Cruces, NM	Mountain View, CA
Hacienda Heights, CA	Lawndale, CA	Mundelein, IL
Haddam, CT	Lemont, IL	Munster, IN
Half Moon Bay, CA	Lisbon, CT	Murrieta, CA
Hanover Park, IL	Lisle, IL	Napa, CA
Hartland, CT	Litchfield, CT	Naperville, IL
Haverhill, FL	Live Oak, TX	National City, CA
Hermosa Beach, CA	Livermore, CA	New Canaan, CT
Hesperia, CA	Lombard, IL	New Castle County, DE

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

New Haven, CT  
New Martinsville, WV  
New Orleans, LA  
Newport Beach, CA  
Newton Falls, OH  
Niles, IL  
No. Branford, CT  
No. Haven, CT  
Norfolk, VA  
North Aurora, IL  
Norwalk, CT  
Norwich, CT  
Oak Brook, IL  
Oak Park, IL  
Oakbrook Terrace, IL  
Oakwood, OH  
Oceanside, CA  
Ojai, CA  
Old Saybrook, CT  
Olean, NY  
Olympia, WA  
Opelika, AL  
Orange County, CA  
Orange, CA  
Orinda, CA  
Oroville, CA  
Oxnard, CA  
Paducah, KY  
Palo Alto, CA  
Palm Springs, CA  
Palos Verdes Estates, CA  
Paris, IL  
Park Forest, IL  
Pasadena, CA  
Peoria County, IL  
Philadelphia, PA  
Pico Rivera, CA  
Piedmont, CA  
Piqua, OH  
Pittsburg, CA  
Placentia, CA  
Pleasant Hill, CA  
Plymouth, CT  
Plymouth, MN  
Port Townsend, WA

Portland, OR  
Portola Valley, CA  
Poway, CA  
Preston, CT  
Prospect, CT  
Raleigh, NC  
Rancho Palos Verdes, CA  
Redding, CT  
Redlands, CA  
Redondo Beach, CA  
Rialto, CA  
Rio Rancho, NM  
Richmond, CA  
River Oaks, TX  
Riverside, CA  
Rochester, MI  
Rolling Hills Estates, CA  
Rolling Meadows, IL  
Roselle, IL  
Roseville, MI  
Ross, CA  
Salem, IL  
San Anselmo, CA  
San Antonio, Texas  
San Bernardino County, CA  
San Bernardino, CA  
San Clemente, CA  
San Diego County, CA  
San Diego, CA  
San Francisco, CA  
San Joaquin, CA  
San Juan Capistrano, CA  
San Luis Obispo County, CA  
San Luis Obispo, CA  
San Anselmo, CA  
San Marcos, CA  
San Pablo, CA  
San Rafael, CA  
San Ramon, CA  
Santa Ana, CA  
Santa Barbara County, CA  
Santa Barbara, CA  
Santa Clara, CA  
Santa Clarita, CA  
Santa Cruz County, CA

Santa Cruz, CA  
Santa Fe, NM  
Santa Maria, CA  
San Mateo, CA  
Santa Monica, CA  
Sausalito, CA  
Schaumburg, IL  
Schererville, IN  
Seaside, CA  
Seattle, WA  
Sebastopol, CA  
Shoreham, MA  
Signal Hill, CA  
Simi Valley, CA  
Sistersville, WV  
Solana Beach, CA  
Solon, OH  
Somers, CT  
South Gate, CA  
South Lake Tahoe, CA  
South Pasadena, CA  
Southington, CT  
Spokane, WA  
Springboro, OH  
St. Charles, IL  
St. John, IN  
St. Louis, MO  
Stafford, CT  
Sugar Grove, IL  
Sunnyvale, CA  
Sutter County, CA  
Temecula, CA  
Thousand Oaks, CA  
Thurston County, WA  
Tiburon, CA  
Tipp City, OH  
Torrance, CA  
Torrington, CT  
Troy, OH  
Tuckahoe, NY  
Tucson, AZ  
Tumwater, WA  
Tustin, CA  
Union, CT  
Vacaville, CA

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

Vail, CO	Waterford, MI	Westmont, IL
Ventura County, CA	Waterford, MN	Weston, CT
Vernon, CA	Watertown, CT	Westport, CT
Victoria, Texas	Watsonville, CA	Wheaton, IL
Villa Park, CA	Wayne, IL	White Plains, NY
Villa Park, IL	West Allis, WI	Willowbrook, IL
Virginia Beach, VA	West Carrollton, OH	Wilmette, IL
Vista, CA	West Chicago, IL	Wilton, CT
Wallingford, CT	West Covina, CA	Windsor Locks, CT
Walnut Creek, CA	West Frankfort, IL	Winfield, IL
Walnut, CA	West Hollywood, CA	Wolcott, CT
Warren, CT	West Milton, OH	Wood Dale, IL
Warrenville, IL	West Palm Beach, FL	Woodridge, IL
Waterbury, CT	Westbrook, CT	Yorba Linda, CA

**Federal and State Agencies; Military; Associations and Private Entities**

Adam Business L.P.	DAK Realty
ADR Properties	Derich Schultz
All Storage of Elk Grove	Diane Morley
Arne's Distributors	DNS Corporation
Asif Sharfi	Emergency Ambulance Service Inc
Auburn Manor Holding Corp.	Federal Communications Commission
Bald Mountain Communications	Friar Office Building
Banning Holdings, LLC	Gateway Cities Council of Governments
Barry Barnes	Geltmore, LLC
Basin Street Properties	Grundy Industrial Complex, Inc.
Bay Side Holdings LLC	Hancock County Land, LLC
Berbay Corporation	HP Investors
Belmont Towers	James Quinlan
Bethlehem Evangelical Lutheran Church	JC Resorts
Bidwell Storage	Journal Square Realty Corp
Big Rock Inn	KASL Technology LLC
Blake & Associates	Keith Walker
CAP Investments	KMD Storage Properties, Ltd.
Carmel Area Wastewater District	Koach Farm, LLC
Carousel Broadcasting, LLC	KRLY Radio
Church of the Trinity MCC	La Jolla Pacific Development
Cinnabar Hills Golf Club	Las Virgines School District
Communications Workers of America	Le Melange HOA
Conejo Regional Park District	League of Arizona Cities and Towns
Connecticut Siting Council	League of California Cities
Cory Pence, MD	League of Oregon Cities
Cypress Fire District	Lockaway Storage
Cypress Office Properties	Los Angeles Police Department

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

Lou Ann McKenzie	SB Plaza LLC
Lupe Preciado, Esq.	Science Projects Corp.
Mark Wilde	Scottish Rite Cathedral Long Beach
McC Properties West	Scottish Rite Cathedral Association of Pasadena
Moore Properties et al Corp	Seattle Fabrics
Monterey Bay Aquarium	Seventh-day Adventists – S.E. CA Conf.
Moraga Properties	Silver State Schools Credit Union
Mount Soledad Presbyterian Church	Skan Enterprises
Municipal Services Associates	Society of Cable Telecom Engineers
National Association of Counties	South Bay Film and Video Services
National Assoc. of Telecom. Off. and Advisors	Stafford LLC
National Church Residences	Stephen Bonanno
National League of Cities	State of Connecticut DPUC
NCH Galewood, LLC	State of Michigan PUC
N P Limited Partnership	Surf City Ventures, LLC
Noon2 LLC	Sylvan Homes, LLC
Olsen Company	T3 Capital LP
Olympic Resources	Tombstone Territories, LLC
One Oak LLC	Tube Art Group
Orange County Vector Control District	U.S. Department of Justice
Otay Water District	U.S. Marine Corps, San Diego, CA
Oxnard Union School District	U.S. Marine Corps, Twentynine Palms, CA
People's Union LLC	U.S. Navy, Lemoore, CA
Pilgrim Plaza, LLC	U.S. Navy, San Diego, CA
Pinnacle Lease, LLC	U.S. Navy; Monterey, CA
Promontory Associates, GP	Ukiah Elks Building Development Corp.
Prospect Square Council of Unit Owners	United States Army, Ft. Irwin, CA
Reed Electric	United States Conference of Mayors
Richard Boyles	Valle Vista Condo Association
Riverside Properties	VAM Investments
Rogue Community College	Waterman Palm Square LLC
Ronald Lombardi	West Covina United Methodist Church
Roseville Joint Union High School District	Westar Associates
San Jose Country Club	Western Care
Santa Luz Maintenance Association	Yosemite Pines RV Park
Santa Rosa Country Club	

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**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

**Litigation Where Dr. Kramer  
Served as Trial Counsel, Trial Consultant, and/or Expert Witness**

Adelphia Cable v. City of Thousand Oaks (Retained by City)  
Alaska National Insurance Co. v. GCI (Retained by Alaska National Ins.)  
Armstrong/McEachron v. Cazcom (Retained by Armstrong)  
AT&T Wireless v. City of Carlsbad (Retained by City)  
AT&T Wireless v. City of San Diego (Retained by City)  
Bay Area Cellular v. City and County of San Francisco (Retained by City)  
Booth American v. United States Army (Retained by U.S. Department of Justice)  
Crown Castle v. City of Calabasas (Retained by City)  
Crown Castle v. City of Malibu (Retained by City)  
Crown Castle v. Town of Hillsborough (Retained by Town)  
Jonathan Cruson v. TXU Electric Company (Retained by Cruson)  
Cudworth v. Midcontinental Communications (Retained by Cudworth)  
D.B. Cable v. Kalma Busk (Retained by Busk)  
Esborg v. AT&T, et al (Retained by Esborg)  
Evergreen v. San Diego Gas & Electric, et al (Retained by Evergreen)  
Extenet Networks v. City of Burlingame (Retained by City)  
GTE Mobilnet v. City and County of San Francisco (Retained by City)  
Guller v. Trow (Retained by Guller)  
Illinois RSA 3 v. Peoria County, Illinois (Retained by County)  
In Re: Anthony Skeen Ellsworth (Retained by Bankruptcy Trustee)  
Jones Intercable v. City of Chula Vista (Retained by City)  
Malencon v. Cox Communications (Retained by Malencon)  
Marcus Cable Associates v. City of Glendale (Retained by City)  
Mejia-Gutierrez v. Comcast (Retained by intervenor Seabright Insurance Co.)  
MetroPCS v. City and County of San Francisco (Retained by City)  
New Cingular Wireless v. City of Simi Valley (Retained by City)  
NewPath Networks v. City of Davis (Retained by City)  
NewPath Networks v. City of Irvine (Retained by City)  
Nextel v. City of San Diego (Retained by City)  
NextG Networks v. City of Huntington Beach (Cases 1&2) (Retained by City)  
Omnipoint Communications, Inc. v. City of Huntington Beach (Retained by City)  
Omnipoint v. Garden City, Michigan (Retained by City)  
Omnipoint v. City of Pasadena, CA (Retained by City)  
Pacific Bell v. City of Livermore (Retained by City)  
Pemerton v. New Towers, LLC (Retained by Pemerton)  
People's Union LLC v. T-Mobile (Retained by People's Union LLC)  
Playboy Enterprises v. United States (Retained by FCC and the U.S. Department of Justice)  
Qwest v. City of Berkeley (Retained by City)  
Qwest v. City of Santa Fe (Retained by City)  
Roddy King v. AT&T (Retained by King)  
Schaff Dev. Group v. S.E. Fla. Cable, Inc., dba Adelphia Cable (Retained by Schaff)

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

Sierra East Television v. Westar Cable (Retained by Sierra East)  
Skyway Towers v. North Buffalo Township (Retained by Township)  
Sprint v. City of La Canada Flintridge (Retained by City)  
Sprint v. City of Palos Verdes Estates (Retained by City)  
Sunesys, LLC v. City of Huntington Beach (Retained by City)  
TelePacific v. Covad/MegaPath (Retained by TelePacific)  
T-Mobile et al v. City and County of San Francisco (Retained by City)  
T-Mobile v. City of Albuquerque (Retained by City)  
T-Mobile v. City of Gardena (Retained by City)  
T-Mobile v. City of Huntington Beach (Cases 1&2) (Retained by City)  
T-Mobile v. City of Los Angeles (Retained by City)  
T-Mobile v. City of Thousand Oaks (Retained by City)  
T-Mobile v. County of Los Angeles (Retained by County)  
T-Mobile v. Glen View Club Association (Retained by Glen View)  
West Covina v. Charter Communications (Retained by City)

**Published Articles Written by Dr. Kramer**

Wireless Site Project Plans With Stolen PE Stamps?	Florida Board of Prof. Engr's. Connection April 2019
Cellular Tower Site Leasing: Avoiding Bear Traps	New Mexico Lawyer May 2017
Indoor iDAS and Wireless Site Permitting... Ducks are Ducks	Inside Towers 2016
Lawyers Weigh in on Supreme Court's Aereo Ruling	Law 360 2014
AGL Tower of the Month: Marrakesh, Morocco	AGL Magazine 2014
What Landlords Should Know About Cell Site Leasing	Real Property Law Journal State Bar of California 2013
DAS All Folks	AGL Magazine 2012
A Practical Guide to Radio Frequency Emissions Safety	Public Law Journal State Bar of California 2009

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

Radio Frequency Emissions Safety – A Practical and Practice Guide	NATOA 2009
Use a Cell Phone Jammer and Get Jammed Up With the FCC	Ezinearticles.com 2008
Your California Cable TV Company Missed an Appointment? The Law Protects Cable TV Subscribers	Ezinearticles.com 2008
You Just Received An FCC Violation Notice - Now What?	Ezinearticles.com 2008
A Modern Game of Hide and Seek	AGL Magazine 2007
Give Me Your Bond	Communications Technology Magazine 2007
Picture Quality in the Digital World: A lost Science?	NATOA Journal 2007
Seeing the Forest Through The Cell Trees	Public Management 2004
Effective Management of a Cable TV Rebuild/Upgrade in Your Community	NACO County News 2004
Leveling the Playing Field for Cable TV Franchise Renewals	Public Management Magazine 2003
A Local Government Official's Guide to Transmitting Antenna RF Emission Safety: Rules, Procedures, and Practical Guidance	Federal Communications Commission 2000
An (almost) 'No-Technobabble' Review of New FCC Technical Standards effective June 30, 1995	NATOA 1995
Kramer's Cable TV Construction Companion	Comm. Supp. Corp. 1994
A Cable Construction Primer for the Local Government Official	Comm. Supp. Corp. 1994



**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

Acknowledgements: CED Tech Standards Supplement	CED Magazine 1993
Sun Outages in Early March 93 – What Are They; Why They Cause Picture Loss	Comm. Supp. Corp. 1992
Preparing for a Municipal Inspection of Your System: A Guide for the Technical Manager	NCTA Technical Seminar 1992
Understanding and Identifying CATVI How to Find it and Fix it	Radio Frequency Interference 1991

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**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

**Selected TV/Radio/Articles Mentioning Dr. Kramer**

SMITHEREENS: Reflects on Bits and Pieces	Berkeley Daily Planet November 21, 2020	2020
Bill Mandates Backup Power at California Cell Towers	AGL October 27, 2020	2020
Edge Computing Is the New Frontier of the Internet	AGL May 7, 2020	2020
5G Cancer Scare: the 2020 Trend No One is Talking About	AGL January 16, 2020	2020
Four New Emeritus Members	SCTE Interval December 2019	2019
After 1,825 Days, Verizon Finally Gets Tower Approval	Inside Towers September 13, 2019	2019
Letters/Opinion: September 2019	Encinitas Advocate September 27, 2019	2019
Concerns Raised over City Consultant	Berkeley Daily Planet August 30, 2019	2019
Coronado is “Ahead of the Game” Regarding Small Cells	Inside Towers June 17, 2019	2019
City Council Hears Public’s Concerns Over Wireless Facility Installations	Coronado Eagle & Journal June 13, 2019	2019
It Sure Is Tricky Getting Answers	Coronado Eagle & Journal July 12, 2019	2019
Budget, Wireless Facilities, and Historic & Construction Issues Dominate City Council Meeting	Coronado Times June 6, 2019	2019
There are ways around FCC regulations	Thousand Oaks Acorn June 6, 2019	2019
Some local officials frustrated with eroding of local Control by FCC and state pot bureau	Ventura County Star June 2, 2019	2019
Local cities urge California senators to help	Ventura County Star	2019

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

Overturn FCC 5G rollout rule	May 31, 2019	
Thousand Oaks posts 5G web page in Part to correct public ‘misinformation’	Ventura County Star May 10, 2019	2019
Residents sending out distress signal signal over 5G	Simi Valley Acorn April 12, 2019	2019
Simi welcomes big wireless, no consideration for residents	Simi Valley Acorn April 5, 2019	2019
California Supreme Court Rules Against Wireless Industry	AGL eDigest Newsletter April 4, 2019	2019
Crown Castle sues Torrance over 5 permits to install 5G network cell nodes	Daily Breeze April 2, 2019	2019
Simi City Council lacks courage	Ventura County Star March 29, 2019	2019
5G wireless technology is coming to Ventura County — not everyone is happy about it	Ventura County Star March 28, 2019	2019
Cell tower influx a cause for concern	Thousand Oaks Acorn March 21, 2019	2019
Expert predicts wave of wireless to hit T.O.	Thousand Oaks Acorn March 14, 2019	2019
Orinda jumps into global battle for Telecommunication supremacy	Orinda Weekly March 6, 2019	2019
Burbank residents air concerns regarding 5G telecommunication devices	Los Angeles Times February 15, 2019	2019
City Planning 5G Wireless Infrastructure	Portland Business Tribune January 21, 2019	2019
Council clarifies signal on new cell phone antennas	Santa Monica Daily Press December 1, 2018	2018
AGL Local Summit Panel Backs Market Rates for Small Cells	AGL Media Group October 4, 2018	2018
‘A Billion here...’	AGL Media Group	2018

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

	September 24, 2018	
2018 Kansas City Summit Speakers	AGL Media Group August 20, 2018	2018
How 38,000 in Redding got word and fled in the Carr Fire ‘gridlock and pandemonium’	Sacramento Bee July 27, 2018	2018
GV City Council struggles with cellphone towers and equipment	The Villager July 25, 2019	2018
Indian Tribes Battle for Say in 5G Equipment Rollout	Bloomberg News June 25, 2018	2018
Sprint, Mobilitie to Pay \$11.6M to Settle FCC Probes	Bloomberg Law April 10, 2018	2018
The Price Was Not Right! California Small Cell Bill Vetoed	AGL Media Group October 18, 2017	2017
UPDATE: Governor Shuts Down Telecom Bill That Would Have Streamlined “Small-Cell” Installations Statewide	Long Beach Post October 19, 2017	2017
Deadly California Wildfires Ignite Issues with Emergency Alert Systems	Inside Towers October 18, 2017	2017
Northern California wildfires expose emergency alert weaknesses in cellphone	Sacramento Bee October 15, 2017	2017
23 News at 6 PM (Bakersfield, CA; ABC) SB649 Press Conference	KERO TV September 15, 2017	2017
24 News at 6PM (Fresno, CA, NBC) SB649 Press Conference	KSEE TV September 15, 2017	2017
Eyewitness News at 5 PM (Los Angeles, ABC) SB649 Press Conference	KABC TV September 15, 2017	2017
Local Leaders Oppose SB 649 Boost For Telecom Companies	The Grunion September 8, 2017	2017
Local Leaders Opposed Proposed New Rules for Telecommunications Firms	KMJ Radio September 1, 2017	2017

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

Local Cities Fight Bill Limiting Cell Antenna Leases	The Business Journal September 1, 2017	2017
Long Beach Joins Hundreds of California Cities Opposing Small-Cell Senate Bill	Long Beach Press-Telegram August 30, 2017	2017
Local leaders oppose state law that could turn utility poles into cell phone towers	Daily Breeze August 30, 2017	2017
City Council Goes to Cell Tower College	Piedmont Post August 23, 2017	2017
Sprint memo: facilities were installed Without 'prerequisites'	Telecommunications Rpts. May 15, 2017	2017
CTIA shrinks the size of a pizza box To get the FCC to deliver small cells	Wireless Estimator April 19, 2019	2017
Cincinnati Seeks Developers to Create Smart City Platform With Free Wi-Fi	Government Tech Magazine March 27, 2017	2017
Comcast, Verizon outages now on regulators' radar: Experts say complaints keep companies accountable	Half Moon Bay Review February 7, 2017	2017
Why wasn't there enough cell phone coverage at the Women's Marches on January 21st?	Medium.com January 22, 2017	2017
Low-power TV stations serving niches could cede airways to Wi-Fi	San Francisco Chronicle January 14, 2017	2017
State Supreme Court Will Hear Case That Could Decide Future Of Local 5G Networks and Laws About City Aesthetics	SFist December 22, 2016	2016
In T-Mobile wireless Equipment Dispute, San Francisco Wins on Aesthetics	Bloomberg/BNA September 20, 2016	2016
What Wilsonville Wants: Better Coverage, No Eyesores and More Revenue	Inside Towers August 29, 2016	2016
Faster coverage versus long-term aesthetics for Wilsonville	Portland Tribune August 24, 2016	2016

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

Sprint's Wireless Fix: More Telephone Poles	Wall Street Journal June 8, 2016	2016
T-Mobile commits to small cells as groundwork for 5G (Image use)	RCR News May 24, 2016	2016
Sprint small cell delays could impact other carriers	RCR News May 12, 2016	2016
Federal regulators condition approval of Charter-TWC Merge	Daily Journal April 26, 2016	2016
6409 Supplement	Medium.com January 18, 2016	2016
4th Circuit Court Upholds FCC's Infrastructure Order	AGL Magazine December 30, 2015	2015
Americans are paying more for broadband Speed but getting Less	Los Angeles Times October 30, 2015	2015
California Governor Signs Bill Streamlining Siting	AGL Media Group October 14, 2015	2015
The Tower of Power (Small Firm Profile)	Daily Journal August 14, 2015	2015
Dot-law up for grabs, but efficacy doubted	Daily Journal August 14, 2015	2015
California Municipalities Push Back Against Cell Tower Bill	AGL Media Group July 16, 2015	2015
Wireless Siting Bills Pas State Legislatures	AGL Magazine July 2, 2015	2015
City Addresses Concerns Over Wireless Carriers Crowding Wooden Poles	Hoodline April 23, 2015	2015
Small cell, DAS Pacts Seen Beneficial to Entities	Telecommunications Rpts. April 15, 2015	2015
Calabasas reprograms wireless ordinance	The Acorn April 2, 2015	2015

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

Daily Business Report-March 26, 2015	San Diego Metropolitan March 26, 2015	2015
Model Ordinance to Help Muni's in Wireless Siting	AGL Media Group March 17, 2015	2015
Telecom Law Firm hangs shingle in San Diego	Daily Journal March 24, 2015	2015
Model Ordinance to Help Muni's in Wireless Siting	AGL News March 17, 2015	2015
Lawsuits Fly Over FCC Tower Siting Order	AGL News March 17, 2015	2015
FCC Guidance Attempts to Reconcile Mobile Data Needs with Municipal Zoning Concerns	Daily Journal February 9, 2015	2015
Don't Go Local	RCR Wireless News January 30, 2015	2015
Workshop Explores Cell Tower Safety, Laws	Santa Cruz Sentinel January 29, 2015	2015
Workshop to Address Cell Tower	Register Pajaronian January 23, 2015	2015
Ojai Aims to Restrict Cellphone Towers Within Limits of New Federal Rules	Ventura County Star January 21, 2015	2015
Ojai Weights Rules to Regulate Cellphone Towers	Ventura County Star January 17, 2015	2015
Local government, industry reps mull Section 6409(a) implementation	Telecommunications Rpts. December 1, 2014	2014
Wheeler emphasizes zoning, right-of-way issues in speech to local telecom officials	Telecommunications Rpts. October 15, 2014	2014
Wheeler Rallies MUNIs to Support Streamlined Broadband Deployment	AGL News October 2, 2014	2014
Attorneys Help Broadcast Companies Manage Tax Issues from Mergers and Acquisitions	Daily Journal September 9, 2014	2014

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

California Questions Comcast-Time Warner Deal	Daily Journal August 29, 2014	2014
Pleasant Hill Approves Cell Tower over Neighbor' Objections	Contra Costa Times August 5, 2014	2014
Council Adopts Cell Tower Regulations	The Coast News July 23, 2014	2014
Commission Endorses Cell Tower Ordinance in San Marcos	The Coast News July 1, 2014	2014
Broadcasters Worry Over Planned Auction	Daily Journal June 25, 2014	2014
Planning Commission will look at proposed cell tower ordinance	The Coast News June 19, 2014	2014
Ojai Council Debates Fire Code Calling for Sprinkler Installation on New Construction	Ventura County Star May 14, 2014	2014
More Gadgets, Data Fueling Wireless Applications In Thousand Oaks	Ventura County Star April 17, 2014	2014
Los Angeles Sues Time Warner Cable over Fees	Multichannel News March 14, 2014	2014
Technology May Curb Cell Tower Angst	San Diego Union Tribune March 9, 2014	2014
Cell Tower Going In At Wildflower Playfield	Thousand Oaks Acorn March 1, 2014	2014
Ojai Council Backs Residents who Oppose Proposed Cell Tower	Ventura County Star February 12, 2014	2014
Residents Embrace Proposed Antenna Law	San Diego Union Tribune December 12, 2013	2013
Industry Leaders Give 2014 the Crystal Ball Treatment	AGL Magazine December 2013	2013
NATOA Panel: Local Authority at Risk Under FCC NPRM	Telecommunications Rpts. November 15, 2013	2013



**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

The No Longer Hidden Cost of Wireless Technology: Which Way, L.A.?	KCRW Radio October 29, 2013	2013
San Marcos Considers Antenna Rules	San Diego Union Tribune October 23, 2013	2013
Large Cell Towers Sparking Debate	San Diego Union Tribune October 22, 2013	2013
FCC Looks to Speed Wireless Build Out	AGL Bulletin October 3, 2013	2013
Cable Companies to Increase Wi-Fi Deployments	AGL Bulletin July 10, 2013	2013
City Council Approves Verizon Monopine Cell Tower	Calabasas Patch June 28, 2013	2013
Wireless Industry Celebrates, Muni's Ponder Shot Clock Ruling	AGL Media Group June 6, 2013	2013
Local Authorities Battle for Control Over Cellphone Towers	Los Angeles Daily Journal May 31, 2013	2013
Bill Codifies Streamlined Collocations in California	AGL Bulletin April 12, 2013	2013
FCC's guidance on site modifications won't settle much	Fierce Broadband Wireless January 30, 2013	2013
Burbank's Much Ballyhooed Cell Tower Ordinance Takes Effect	Burbank Leader January 10, 2013	2013
Cable TV Will Make a Run at Cleaning DAS's Clock	AGL Bulletin December 28, 2012	2012
Law would Remove Local Control of Tower Collocations	AGL Media Group December 16, 2012	2012
Municipality Ponders Selling Tower Leases	AGL Bulletin December 10, 2012	2012
AGL Wireless Infrastructure Conference	AGL Media Group November 30, 2012	2012

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

iDEN Lease Terminations Would Leave Equipment on the Tower	AGL Media Group October 3, 2012	2012
Imaginary Cell Tower in Lake Wildwood for Lease	YubaNet.com July 26, 2012	2012
Decision on T-Mobile tower put on hold	Thousand Oaks Acorn April 25, 2012	2012
Las Cruces city council grapples with cell phone tower locations	Las Cruces Sun-News April 9, 2012	2012
MCTRJCA Section 6409	AGL Magazine April 2012	2012
This industry win on tower siting is Primed for debate	FierceWireless March 28, 2012	2012
Cell Tower Blues	The Acorn February 16, 2012	2012
Law Would Remove Local Control of Tower Collocations	AGL Bulletin February 21, 2012	2012
Antonovich Calls for Time Out on Cell Tower Shot Clock	Santa Clarita Valley News February 6, 2012	2012
Bribes and LTE: the Bizarre Case of LightSquared, Obama, and the USAF	Daily Tech January 24, 2012	2012
FCC, NATOA Workshop to Deep Dive DAS, Small Cell Regs	AGL Media Group January 18, 2012	2012
Confronting the Growing Demand for Wireless	Lamorinda Weekly December 21, 2011	2011
No Love for Wireless Consultant	The Acorn November 10, 2011	2011
Calabasas wireless consultant comes under heavy fire	The Acorn November 3, 2011	2011
Council Votes to Rehire Wireless Consultant	Calabasas Patch October 27, 2011	2011

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

Residents fighting cell tower proposed for Triunfo Park	Thousand Oaks Acorn October 21, 2011	2011
Wireless Message	The Acorn October 20, 2011	2011
This Is What Jeff Bezos Should Tell Congress About Amazon Silk	Forbes October 16, 2011	2011
AT&T Bid for T-Mobile Faces Rhodes-Scholar Review in California	Bloomberg August 10, 2011	2011
Local matter or federal case? The network of cell tower regulation in California	Miller & Star June 27, 2011	2011
Walnut Creek Set to make decision Tuesday on controversial cell tower	Contra Costa Times June 20, 2011	2011
Walnut Creek Cell Tower Site Controversy Continues	Walnut Creek Patch June 16, 2011	2011
City Wants Clear Understating on Cell Towers	The Acorn June 2, 2011	2011
Council Orders New Draft of Cellphone Tower Ordinance	The Patch May 26, 2011	2011
UPDATE: Buena Vista Residents Protest Against Cell Phone Tower Proposal	The Patch April 19, 2011	2011
Buena Vista Residents to Stage Protest Against Cell Phone Tower	The Patch April 18, 2011	2011
Cell towers put us at risk, but L.A. leaders won't act	Daily News - Los Angeles April 10, 2011	2011
Lawsuit Tests Mettle of FCC Shot Clock	AGL News April 1, 2011	2011
Planning Commission Postpones Vote on New Cell Tower Regulation	Calabasas Patch March 19, 2011	2011
House Subcommittee Vote Unlikely to Impede Net Neutrality Rules	E-Commerce Times March 10, 2011	2011

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

City Considers Requiring a Master Plan for Cell Tower Development	AGL Media Group December 1, 2010	2010
San Francisco's Phone-Radiation Law Sparks Proposals in California, Oregon	Bloomberg August 4, 2010	2010
Shot Clock Changes Little for Cities, Carriers	Wireless Week June 12, 2010	2010
Shot Clock Changes Little for Cities, Carriers	Design World June 12, 2010	2010
FCC Finds New Way to Bring Broadband Under Its Umbrella	E-Commerce Times May 6, 2010	2010
San Marcos: Planning Commission Postpones cell tower decision	San Diego Union Tribune April 6, 2010	2010
Net Neutrality Takes One on the Chin	E-Commerce Times April 6, 2010	2010
Hidden Towers	L.A. Business Journal Sept. 7, 2009	2009
Cell Phone Signals Coming in Disguise	Chino Hills News September 1, 2009	2009
Cell phone towers sneaking into Inland neighborhoods in disguise	Press-Enterprise August 30, 2009	2009
Apple Keeps Google Voice for iPhone on the Table	MacNewsWorld.com August 24, 2009	2009
Wireless Technology Advances Rely on Cities, Counties	PublicCEO.com June 20, 2009	2009
RIAA, YouTube, China: Plotting New and Creative Ways to Separate You From the Internet	E-Commerce Times March 28, 2009	2009
Fiber Makes New York Cable Market Competitive	Heartland.org February 1, 2009	2009
Editor's Letter: Safe Predictions	Communications Technology December 15, 2008	2008

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

SCTE Announcements	CT Pipeline November 11, 2008	2008
Status Report: Leakage Detection	Communications Technology November 15, 2008	2008
Status Report: Leakage Detection	CableFax November 1, 2008	2008
Why Your Clock Radio is All Abuzz About Your iPhone	O'Reilly Community October 27, 2008	2008
9 <sup>th</sup> Circuit Endorses Local Antenna Siting Regulation	CA Planning & Dev. Rpt. October 10, 2008	2008
Comcast Takes FCC Bull by Horns in Throttling Battle	E-Commerce Times September 5, 2008	2008
Comcast Rations Broadband Use at 250 GB per Month	E-Commerce Times August 29, 2008	2008
NebuAd makes meal of opt-out cookie	TheRegister.co.uk July 9, 2008	2008
Law Enforcement Use of Cell Info Raises New Privacy Concerns	Info Tech & Telecom News July 2008	2008
Safari Plagued By Bugs, Accidental Violation of Its Own EULA	Daily Tech March 27, 2008	2008
Apple forbids Windows users from installing Safari for Windows	TheRegister.com March 26, 2008	2008
Broadband: Transient Voltage Surge Protection	Communications Tech. Mag. March 15, 2008	2008
AT&T Will Replace Batteries After Fires	Multichannel News January 19, 2008	2008
AT&T Replacing Outdoor Batteries After Explosions	Multichannel News January 15, 2008	2008
Praise for Bonding (Editorial)	CT's Pipeline November 20, 2017	2007

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

Pipeline Profile: Jonathan L. Kramer, Esq. Keepin' 'Em Honest	CableFax October 30, 2007	2007
Verizon launches US appeals court at Google-backed wireless plan	TheRegister.com September 15, 2007	2007
FCC Wireless Plan Torpedoed by Google-Loving Mega-Startup	TheRegister.com September 27, 2007	2007
Municipal Wifi After the Pop	DailyWireless.com September 13, 2007	2007
Free-wireless startup to attack FCC	TheRegister.com September 7, 2007	2007
Cell Phonies	National Geographic Mag. September 2007 issue	2007
Law backs iPhone hackers	The Inquirer August 29, 2007	2007
Teen Who Cracked iPhone Trades it For Car And Job, As Potential Lawsuit looms	Digital Journal August 29, 2007	2007
Why Apple Can't Stop iPhone Hackers	Business Week August 28, 2007	2007
Future holds cable choices	The Island Packet July 8, 2007	2007
City seeks resolution over cell issue	The Acorn April 26, 2007	2007
"Do Diligence"	Multichannel News April 23, 2007	2007
System of the Year: Cox Orange County/Palos Verdes	Communications Tech. Mag. April 15, 2007	2007
Our past, the future	Seattle Weekly October 9, 2006	2006
Redevelopment Reform Approved: Legislature Passes Biggest Changes Since 1993 Overhaul	CA. Planning & Dev. Rpt. October 1, 2006	2006

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

Broadband Soapbox: Franchise Authorities, How Goes?	CT Pipeline February 21, 2006	2006
Letters to the Editor	CT Pipeline October 18, 2005	2005
Charter's city cable franchise in jeopardy	Glendale News-Press October 12, 2005	2005
Letters to the Editor: Lawyers and Technicalities	CT Pipeline October 11, 2005	2005
City answers call for cell phone solution	Ventura County Star October 6, 2005	2005
Pipeline Profile: Jonathan Kramer	CableFax October 4, 2005	2005
Adelphia says violations being fixed	San Diego Union Tribune October 1, 2005	2005
Time Warner in Charge: Firm Likely to Dominate L.A. Cable	Daily News of Los Angeles April 22, 2005	2005
Comcast continues its quest for relief from regulations	Los Angeles Bus. Journal March 21, 2005	2005
St. Paul, Minn., inspector finds 25 percent of city Comcast hookups faulty	Saint Paul Pioneer Press November 10, 2004	2004
Power and Grounding	Communications Tech. Mag. April 2004	2004
Why does Lodi pay high rates for cable?	Lodi News-Sentinel December 20, 2003	2003
Slumping optics firm searching for merger partner	San Fernando Valley Business Journal October 13, 2003	2003
Companies see hope for future in growth of wireless	San Fernando Valley Business Journal September 15, 2003	2003

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

Modesto Zaps Comcast With \$1M Fine	Multichannel News June 30, 2003	2003
Vertel's future is a question mark as losses mount	San Fernando Valley Business Journal January 20, 2003	2003
One firm exits, one enters wireless broadband arena	San Fernando Valley Business Journal September 2, 2002	2002
The Smartest Eight-Year-Old in Cable	CT's Pipeline August 13, 2002	2002
Cable's Big Worry: Getting Poleaxed	Multichannel News June 4, 2001	2001
Multi-channel Multipoint Distribution Service	CableFax May 28, 2001	2001
Modesto Files Op, Extends Franchise	Multichannel News January 15, 2001	2001
Modesto Could Stall Cable One Swap	Multichannel News Nov. 20, 2000	2000
Cable One Swap Hits Pothole in Calif.	Multichannel News October 30, 2000	2000
Open Access Still Hot Topic at NATOA	Multichannel News September 11, 2000	2000
On Human Nature and Pothole	Plant Management March 2000	2000
Overbuilder Seren Could Stir Up Things in Denver	Multichannel News June 7, 1999	1999
TCI Brand Will Remain For Now	Multichannel News March 22, 1999	1999
3 Cities Cast a Wary Eye at Cable Firm's Generators	Los Angeles Times July 13, 1999	1999



**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

Overbuilder Approaches L.A.	Multichannel News November 30, 1998	1998
It's Spring for Telecom, and Change Is in the Air	Los Angeles Times April 30, 1995	1995
Southland sits on cusp of a new way of technology; wireless communications license auction set for May	Los Angeles Business Jour. October 18, 1993	1993
Fast-paced cable changes draw big crowd to NATOA meeting	Nation's Cities Weekly September 20, 1993	1993
Set-tops will lead Western Show technology offerings	Multichannel News November 30, 1992	1992
FCC checking operators on technical standards	Multichannel News September 28, 1992	1992
NATOA meeting tackles cable industry advertising	Nation's Cities Weekly September 21, 1992	1992
Best tech standards no burden to Cox	Multichannel News September 14, 1992	1992
Austin, ATC see two-way two ways	Multichannel News September 7, 1992	1992
300 attend tech seminar on regs	CED Magazine July 1992	1992
SCTE facing a crossroads	Multichannel News June 15, 1992	1992
Texas Cable Show Draws Strong Crowd	Multichannel News February 24, 1992	1992
Technical Standards May Be Set by March	Cable World February 3, 1992	1992
Tech standards and the rural cable operator	CED Magazine January 1992	1992
NCTA, cities ink tech standards document	CED Magazine November 1991	1991

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

Credit where it's due	CED Magazine November 1991	1991
NCTA & Cities Nail Down Standards	Multichannel News October 21, 1991	1991

**Selected University Lectures Presented by Dr. Kramer**

Northeastern University, Boston, MA and Seattle, WA  
(multiple years; staff instructor; see above)

Yale University, New Haven, CT  
(multiple years; invited lecturer)

USC Annenberg School of Communications, Los Angeles, CA  
(multiple years; invited lecturer)

Salem State University  
(multiple years; invited lecturer)

University of Alabama, Birmingham, AL

Pepperdine University, Malibu, California

Orange Coast College, Orange County, CA

Rancho Santiago College, Santa Ana, CA

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**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

**Selected Speaking Engagements Presented by Dr. Kramer**

<b>Title</b>	<b>Conference/Event/Host</b>	<b>Year</b>
Current Issues in Cell Tower Leases	Lorman Educational Services	2020
Understanding the technical aspects Of HD, EPG, 5G, and Broadband	Wisconsin Community Media WCM Fall Webinar Conference	2020
Small cell deployments. The critical factors involved in achieving swift approval	Alpha Wireless	2020
Selling Cell Site Leases to Address Covid-19 Financial Challenges	Lorman Educational Services	2020
FCC 2020 Order Further Preempting State and Local Laws on Communications Tower Changes	International Municipal Lawyers Assoc.	2020
Cell Tower Leasing for Units of Governments	International Municipal Lawyers Assoc.	2020
Cell Tower Leasing for Commercial Landlords, Developers and Real Estate Investors	Lorman Educational Services	2020
Muni Ordinances, Small Cell Designs, and the Complexities of Density	AGL Seattle Summit	2020
Cell Site Leases A to Z in the 5G Era	Lorman Educational Services	2019
FCC 5G Order on Small Cells	International Municipal Lawyers Assoc.	2019
FCC Order Exempting Cell Towers and Other Communications Towers From Certain Local Zoning and Safety Laws	Lorman Educational Services	2019
Small Cells: Even More Issues	Texas Coalition of Cities for Utility Issues	2019
I'm from the Government, and I'm here.	Palos Verdes Amateur Radio Club	2019
Fact or Fiction: 5G Convergence	NATOA National Conference	2019

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

<b>Title</b>	<b>Conference/Event/Host</b>	<b>Year</b>
Selling Your Cell Tower Lease in the 5G Era	Lorman Educational Services	2019
It's a Small Wireless World After All	Contra Costa County Cities	2019
FCC 5G Order on Small Wireless Facilities	Lorman Educational Services	2019
FCC Rule Preempting State and Local Laws on Communications Tower Modifications	International Municipal Lawyers Assoc.	2019
Current Issues in Cell Tower Leases and Sales	Lorman Education Services	2019
(Wireless) The Final Frontier	SCAN NATOA Spring Conf.	2019
Small Cells; Big Issues	Ventura County Council of Governments	2019
Selling Your Municipal Cell Site Lease	International Municipal Lawyers Assoc.	2019
FCC's 6409(a) Regulations and Small Cells	Lorman Education Services	2019
“♪ It's a Small Wireless Facility World, After all♪”	City Attorneys Assoc. of L.A. County	2019
Small Wireless Facilities Lecture	Lorman Educational Services	2019
Law and Society: Sociology of Law SOC 344	Salem State University (MA)	2019
Section 6409(a) Update	Lorman Educational Services	2019
Small Wireless Facilities Primer	Gateway Cities Council of Governments	2019
I'm from the Government (Planning Dept.) ...and I'm Here.	San Fernando Amateur Radio Club Reseda, California	2019
I'm from the Government (Planning Dept.) ...and I'm Here.	ARRL ARES LAX NW Group Van Nuys, California	2018
New Federal Cell Tower Rules for Municipalities	Lorman Educational Services	2018

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

<b>Title</b>	<b>Conference/Event/Host</b>	<b>Year</b>
Wireless Siting and Preparing for 5G	Colorado Broadband & Comm. Conf. Littleton, Colorado	2018
75 Answers in 75 Minutes Small Cells: Who Wins?	Colorado Broadband & Comm. Conf. Littleton, Colorado	2018
Federal, States, Local Small Cell Streamlining Plans: Whose Vision Will Win Out?	AGL Summit 2018 Kansas City, MO	2018
Current Issues in Cell Tower Leasing	Lorman Educational Services	2018
Selling Your Municipal Cell Tower Lease	International Municipal Lawyers Association	2018
Small Cell Sites: Getting Ready for the Next Big Thing	Lorman Educational Services	2018
I'm from the Government (Planning Dept.) ...and I'm Here.	Central Arizona DX Association (K7UGA) Tempe, AZ	2018
Can You Hear Me Now? Innovative Wireless Regulations	Rocky Mountain Land Use Institute Western Places/Western Spaces: Disruption, Innovation, and Progress	2018
FCC Order Exempting Changes to Cell Towers, Communications Antennas From Zoning and Other State and Local Laws	Lorman Educational Services	2018
Law and Society: Sociology of Law SOC 344	Salem State University (MA)	2018
Small Cells; Big Issues: Regulation of Wireless Sites	NBI Seminar- Local Government Law From Start to Finish	2017
Current Issues in Cell Tower Leases: Profits, Pitfalls & Prevarications	Lorman Educational Services	2017
Law and Society: Sociology of Law SOC 344	Salem State University	2017
Telecommunications - Cell Tower Zoning	International Municipal Lawyers Association	2017

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

<b>Title</b>	<b>Conference/Event/Host</b>	<b>Year</b>
Stop SB 649 Press Conference California State Capitol Steps	League of California Cities	2017
75 Questions in 75 Minutes Seattle, Washington	NATOA National Conference	2017
Stop SB 649 Press Conference Fresno, California	League of California Cities	2017
Stop SB 649 Press Conference Long Beach, California	League of California Cities	2017
FCC Order Exempting Changes to Cell Towers, Communications Antennas From Zoning and Other State and Local Laws	Lorman Educational Services	2017
Local Government Opposition to SB 649	California Assembly Appropriations Committee	2017
Right of Way Control & Compensation	eNATOA	2017
Selling Your Local Government's Cell Site Lease or Future Leasing Rights (Nuts and Bolts)	International Municipal Lawyers Association	2017
Internet Law and Technology – CPSC S1086 01	Yale University, New Haven Connecticut	2017
Current Issues in Cell Tower Leases	Lorman Educational Services	2017
I'm from the Government, and I'm Here.	Pasadena Amateur Radio Club	2017
SB 649 & Mobilitie Update	Gateway Cities Counsel of Governments	2017
Municipal Cell Site Leasing	International Municipal Lawyers Association	2017
Current Issues in Section 6409(a)	Lorman Education Services	2017
Anatomy of a Small Cell	AGL Seattle Summit	2017
Selling Your Cell Site Lease	Lorman Educational Services	2016

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

<b>Title</b>	<b>Conference/Event/Host</b>	<b>Year</b>
What Are These Things and Why Are They Here?	Texas Coalition of Cities for Utility Issues	2016
New FCC Order Exempting Changes to Cell Towers, Communications Antenna from Zoning and other State and Local Laws	Lorman Educational Services	2016
Current Issues in Cell Tower Leases	Lorman Education Services	2016
Problems in the Right of Way: Wireless Siting Concerns	eNATOA	2016
Internet Law and Technology – CPSC S108601	Yale University, New Haven, Connecticut	2016
Right of Way Management and Zoning, or When Our Rights of Way Go Wrong	SCAN NATOA Annual Conference	2016
Moving on Mobilitie	Gateway Cities Council of Governments	2016
Cell Towers in Residential Areas: An Anchor on Home Prices	New England Political Science Association Annual Meeting, Newport, Rhode Island	2016
Cell Site Leasing and Lease Sales for Local Governments	International Municipal Lawyers Association	2016
Wireless Regulation: Changing Law, Technology, and Approaches	Tri-County Local Government Attorneys Association	2016
Cell Tower Leasing for Local Governments	Attorneys Guide to Local Government Law, NBI Seminar, Albuquerque, New Mexico	2016
New FCC Order Exempting Changes to Cell Towers, Communications Antenna from Zoning and other State and Local Laws	Lorman Educational Services	2016
Current Issues in Cell Tower Leases	Lorman Education Services	2015
Wireless Leases Sales	Lorman Education Services	2015
AB 57: Making the Most of What’s Left	Telecom Law Firm, P.C.	2015

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

<b>Title</b>	<b>Conference/Event/Host</b>	<b>Year</b>
Cell Tower Lease Buyouts	Lorman Education Services	2015
Small Cells and DAS: What are They and How do Local Government Regulate Them?	eNATOA	2015
Navigating Cell Tower Regulations	County of Alameda, California	2015
Navigating Federal and State Cell Tower Regulations in the Right-of-Way	City/County Engineers Association of San Mateo County	2015
Navigating the New FCC Wireless Orders and Regulations	League of Kansas Municipalities	2015
Navigating Cell Tower Regulations and Radio Frequency Emissions Regulations	City of Murrieta, California	2015
Municipal Cell Tower Leases Protecting and Benefiting Your Municipality	International Municipal Lawyers Association	2015
Wireless Facility Siting Conference	Law Seminars International Los Angeles, California	2015
Current Issues in Wireless Collocations	Lorman Educational Services	2015
Navigating the FCC's New Wireless Orders and Rules	League of Arizona Cities and Towns	2015
Internet Law and Technology (CSYC 321)	Yale University, New Haven, Connecticut	2015
New FCC Rules: State and Local Preemption on Communications Towers/Base Station Modifications	International Municipal Lawyers Association	2015
Wireless Leasing and Lease Sales	Lorman Educational Services	2014
Wireless Facilities Siting Conference	Law Seminars International - Atlanta	2014
6409(a): New FCC Rules on Cell Tower Zoning	International Municipal Lawyers Association	2014
Wireless Facilities Siting: DAS, Small Cells, Picocells and More	NATOA Annual Conference, St. Paul, Minnesota	2014



**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

<b>Title</b>	<b>Conference/Event/Host</b>	<b>Year</b>
I'm From the Government and I'm Here	American Planning Association, California Chapter	2014
I'm From the Government and I'm Here	SureSite Consulting Group	2014
Regulatory Update: Wired and Wireless	SCAN NATOA Annual Conference	2014
Internet Law and Technology CPSC S1086 01	Yale University, New Haven, Connecticut	2014
Current Issues in Wireless Leases and Buyouts	Lorman Educational Services	2014
Cell Tower Zoning	International Municipal Lawyers Association	2014
Current Issues in Wireless Collocations	Lorman Educational Services	2014
Cell Tower Leasing	International Municipal Lawyers Association	2014
Deployment of Wireless Facilities	Law Seminars International	2014
What's the FCC Up to Now?	New Mexico Municipal League, Municipal Attorney's Association	2013
Local Governments, Wireless Siting Practices, and the FCC	eNATOA	2013
Current Issues in Cell Tower Leases and Lease Buyouts	Lorman Education Services	2013
Federal Cell Tower Zoning: A Municipal Perspective	International Municipal Lawyers Association	2013
Cell Tower Leasing for Municipal Attorneys	International Municipal Lawyers Assoc.	2013
Current Issues in Section 6409(a)	Lorman Educational Services	2013
Wireless Everything for Government Planners	Ventura City-County Planners Association	2013

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

<b>Title</b>	<b>Conference/Event/Host</b>	<b>Year</b>
Internet and Telecommunications Law CPSC S186 01	Yale University New Haven, CT	2013
Plenary Session Speaker	SCAN NATOA Spring Conference	2013
Current Issues in Cell Tower Leases and Lease Buyouts	Lorman Educational Services	2013
IRWA Annual Valuation Seminar	International Right of Way Assoc.	2013
Federal Law of Cell Tower Zoning for Municipal Attorneys	International Municipal Lawyers Association	2013
If the Tower Doesn't Grow, Can Municipalities Say No?	T-Mobile External Affairs Headliners Series	2012
Current Issues in Cell Tower Regulation and Zoning Rules	Lorman Educational Services	2012
Wireless Site Collocations Under Sec. 6409	Telecom Law Firm, P.C. Santa Fe Neighborhood Law Center	2012
Wireless Tower Siting	Law & Policy for Neighborhoods Conference	2011
Wireless Lease Buyouts: A Government Perspective	International Municipal Lawyers Association	2011
Current Issues in Wireless Lease Buyouts	Lorman Educational Services	2011
Internet and Telecommunications Law CPSC S186 01	Yale University	2011
Is There Such A Thing As A Good Wireless Ordinance?	AGL Regional Conference Denver, Colorado	2011
Wireless Facilities Seminar	SCAN NATOA Pasadena, California	2011
Current Issues in WiMax, 4G and LTE Leases	Lorman Educational Services	2011
Current Issues in Cell Tower Leasing	Lorman Educational Services	2011

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

<b>Title</b>	<b>Conference/Event/Host</b>	<b>Year</b>
Wireless 101 for Attorneys	New Mexico Municipal League	2010
Cell Tower Leasing Issues	International Municipal Lawyers Association	2010
Current Issues in Cell Tower Regulation and Zoning Rules	Lorman Educational Services	2010
Is There Such A Thing As A Good Wireless Ordinance?	AGL Regional Conference San Francisco	2010
Wireless Facilities Siting – How to Accommodate Explosive Growth while Maintaining Neighborhood Livability Best Practices	NATOA Conference	2010
Wireless Update	SCAN NATOA Conference	2010
Major Issues in WiMAX Tower Leases and Zoning	Lorman Education Services	2010
Current Issues in Wireless Siting	Gateway Cities Council of Governments	2010
Wireless Issues Update	League of California Cities City Attorneys’ Conf.	2010
Recent Wireless Siting Developments	America Planning Association, Orange County (CA) Chapter	2010
Educational Seminar Panel	California Wireless Association (Southern California Section)	2010
Current Issues in Cell Tower Leasing	Lorman Educational Services	2010
Educational Seminar Panel	California Wireless Association (Northern California Section)	2010
New FCC Cell Tower Zoning ‘Shot-Clock’ Order: Issues and Guidance to Effectively Deal With Federally-Imposed Zoning Deadlines	International Municipal Lawyers Association	2009

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

<b>Title</b>	<b>Conference/Event/Host</b>	<b>Year</b>
Wireless Siting Update	SCAN NATOA	2009
FCC Declaratory Ruling on Wireless Siting	eNATOA Conference	2009
Technology Solutions for Small Law Firms	Provisors LLP	2009
Current Issues in Cell Tower Leasing	Lorman Education Services	2009
Top Tech Topics for a Law Practice	State Bar of California	2009
Telecommunications Law CLE Program	State Bar of California	2009
The National Electrical Code: Why Comply?	SCTE Live Learning	2009
“I’m from the Government [Planning Department] and I’m here to help you”	Amateur Radio Club of El Cajon	2009
DTV Transition: Last Steps	SCTE Live Learning	2009
“Tower Siting: Getting to Win/Win for Localities and for Carriers”	California Wireless Association	2009
Cable TV Update	SCAN NATOA Annual Conference Santa Monica, California	2009
Telecom 101: What Every Practitioner Should Know	State Bar of California Section Education Institute	2009
Secret Life of PDA: Ethical Considerations	State Bar of California Sec. Ed. Institute	2009
Cable TV Law Update – Cable Television Unraveled	Pennsylvania Bar Institute	2008
Current Issues in Cell Tower Regulation	Lorman Education Services	2008
Automated Photo Red Light Enforcement Users Group	Los Angeles Police Department	2008
“I’m From the Government (Planning Department) and I’m Here to Help You”	Palomar (California) ARC Meeting	2008

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

<b>Title</b>	<b>Conference/Event/Host</b>	<b>Year</b>
Surfin' Telecommunication Choices: A New World, A New Direction"	SCAN NATOA Annual Conference	2008
FCC Regulations Regarding Cable TV	SCTE Show Me Chapter	2008
Mobile Security and Ethical Issues for Attorneys	State Bar of California Annual Conference	2008
"I'm From the Government (Planning Department) and I'm Here to Help You"	ARRL Southwest Division Conference	2007
I'm From the Government and I'm Here	SCTE – Southern California Chapter	2007
AT&T Project Lightspeed	League of California Cities Policy Conference	2007
Wireless Update: SB 1627	Assoc. of Environmental Professionals	2007
Right of Way Furniture	SCAN NATOA Annual Conference	2007
Wild Wired (and Wireless) West	State Bar of California Annual Conference	2007
Wireless Telecommunications Planning	APA National Conference	2006
Ask the Experts	SCAN NATOA Annual Conf.	2006
Wireless and Wired Telecommunications Law Update	League of California Cities City Attorneys Section Conference	2006
Wireless Case Mock Hearing	PCIA Annual Conference	2006
PEG Programming	Alliance for Community Media	2005
Wireless Siting 101	Assoc. of Environmental Professionals Orange County, California Chapter	2005
Taming the Wireless Site Permitting Process	Kramer.Firm/Municipal Services Associates, Des Plaines, Illinois	2005
A Sea Change in Wireless Siting	California APA Conference Yosemite, California	2005

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

<b>Title</b>	<b>Conference/Event/Host</b>	<b>Year</b>
Cable TV and Wireless Regulation and Law Update	Florida Cable and Telecommunications Law Local Government Workshop	2005
Where's this broadband thing going?	NATOA Annual Conference Washington, District of Columbia	2005
“Future of Cable Television”	SCAN NATOA Annual Conference	2005
The Future of Telecom Law and Policy	USC/Annenberg School of Comm.	2005
Wireless Siting Planning: A Government Perspective	APA – Regional Planning Conf.	2004
Wireless Tower Siting	NATOA Annual Conference San Francisco	2004
You Push... I'll Pull	City of Kent, WA Cable TV Conference	2004
Telecommunications Law Update	City Attorneys Association of San Diego County	2004
Cable TV and Wireless Regulation and Law Update	Florida Cable and Telecommunications Law Local Government Workshop	2004
Telecommunications Safety Code Violations: A Field Guide for Attorneys	International Municipal Lawyers Assoc. Annual Conference	2004
Cable TV and Wireless Regulation and Law Update	Florida Cable and Telecommunications Law Local Government Workshop	2003
How to Get A Wireless Tower Siting Permit Application Denied!	IRWA Chapter 1 Conference	2003
Maximizing Wireless Resources	NATOA Annual Conference Denver, Colorado	2003
The Future of Wired Telecommunications	SCAN NATOA Annual Conf. Universal City, California	2003
Right of Way Considerations for Local Governments	Law Seminars International – Early Stage Due Diligence Technology Considerations	2002

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

<b>Title</b>	<b>Conference/Event/Host</b>	<b>Year</b>
When Bad Things Happen to Good Cable Systems	Center for International Legal Studies International Info Tech, Media, and Telecom Law Conference Salzburg, Austria	2002
New FCC Technical Standards	NCTA Education Conference	2002
Conference on Telecommunications Policy and Opportunities 2001	Westside Cities Summit	2001
Hiding Cell Phone Sites In Plain Sight: Now you see ‘um...now you don’t!	NATOA Annual Conference Miami Beach, FL	2001
Antenna and Tower Siting: Final Frontier	SCAN NATOA Annual Conf.	2001
Wireless Siting: Policy Issues and Practical Solutions – A Municipal View	Law Seminars International Third Annual Conference on Local Telecom Infrastructure	2001
Cable TV Regulation	NATOA Annual Conference Los Angeles, California	2000
Cable TV Regulation	NATOA Annual Conference Atlanta, Georgia	1999
Cable TV Regulation	NATOA Annual Conference San Diego, California	1998
Cable TV Regulation Training	NATOA Regional Training Seminar	1998
Electrical Inspectors’ Cable TV Code Training Seminar	Du Page Mayors and Managers Association, Illinois	1998
Cable TV Regulation	NATOA Annual Conference Tucson, AZ	1997
Cable TV Regulation	NATOA Annual Conference Palm Beach, FL	1996
An (Almost) ‘No-Technobabble’ Review of the New FCC Technical Standards	NATOA Annual Conference Albuquerque, New Mexico	1995

**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

<b>Title</b>	<b>Conference/Event/Host</b>	<b>Year</b>
Cable TV Regulation	NATOA Annual Conference Reno, Nevada	1994
Cable TV Regulation	NATOA Annual Conference Orlando, FL	1993
NCTA Technical Standards Seminar	Anaheim, California	1992
NCTA Technical Standards Seminar	SeaTac, Washington	1992
Cable-Tech Expo	Society of Cable TV Engineers San Antonio, Texas	1992
Cable TV Regulation	NATOA Annual Conference Irving, Texas	1992
Cable TV Regulation	NATOA Annual Conference Anaheim, California	1991
Cable TV Regulation	NATOA Annual Conference Dearborn, Michigan	1990
Cable Television Technical Issues Meeting	County of Santa Barbara Santa Barbara, California	1989
Cable TV Regulation	NATOA Annual Conference Scottsdale, AZ	1989
Federal-County Subcommittee on Cable Television	National Association of Counties Washington, D.C.	1989
NFLCP Far West Regional Conference	Nat'l Fed. of Local Cable Programmers Santa Barbara, California	1988
Cable TV Regulation	NATOA Annual Conference Miami, FL	1988
Cable TV Regulation	NATOA Teleconference Torrance, CA	1988
Cable TV Technical Standards: Why Are They Important?	Michigan NATOA Conference Novi, Michigan	1988



**Curriculum Vitæ of  
Dr. Jonathan L. Kramer, Esq.**

<b>Title</b>	<b>Conference/Event/Host</b>	<b>Year</b>
Cable TV Quality	Dana Point Civic Association	1987
CATVI for Hams	Conejo Valley Amateur Radio Club	1984
Cable TV: A Primer for Hams	So. Orange Co. Amateur Radio Assoc.	1983
Cable Television – A Primer	Construction Inspectors Association California Council	1983

\* \* \*

City of Malibu, California  
Mr. Richard Mollica, Acting Planning Director  
RFP for Independent Expert Review TLF  
Relating to the Review of WTF Applications  
November 30, 2020

**EXHIBIT H**  
**MR. ROBERT (“TRIPP”) MAY III CV**

**Robert “Tripp” Carroll May III**  
3570 Camino del Rio North, Ste. 102, San Diego CA 92108  
(619) 272-6200 | tripp@telecomlawfirm.com

#### **EXPERIENCE**

**Telecom Law Firm, PC**, Los Angeles, California

*Vice President and Equity Shareholder*

*Associate Attorney*

*Law Clerk*

September 2013 – Present

May 2013 – September 2013

October 2009 – May 2013

**The Honorable Thomas J. Whelan**

United States District Court for the Southern District of California

*Judicial Extern*

January 2012 – May 2012

**Warren & Morris Ltd., Inc.**, Del Mar, California

*Research Associate*

November 2004 – September 2007

#### **EDUCATION**

**University of San Diego School of Law**, San Diego, California

Juris Doctor, May 2013

Honors & Awards:

CALI Award (first in class): Telecommunications Law & Policy

Third Place Overall & Second Place Brief, Vanderbilt School of Law National Moot Court Competition

Top Student and Best Memorandum, Advanced Legal Writing

Quarter-Finalist, USD School of Law Paul A. McLennon Honors Moot Court Tournament

Semi-Finalist, USD School of Law Alumni Moot Court Tournament

Faculty Honors Scholarship (2010–2013)

Student Leader Scholarship (2012–2013)

Activities:

*San Diego Law Review*, Executive Editor

USD School of Law Appellate Moot Court

National Team Competitor and Executive Board Member

National Team Student Coach

**University of California at Santa Barbara**

Bachelor of Arts, Communication, June 2009

Honors: University High Honors (Top 9%) with Distinction in the Major

#### **PROFESSIONAL MEMBERSHIPS & ASSOCIATIONS**

**National Trust Real Estate Association**, *Member*

**Los Angeles County Bar Association**, *Member*

**Federal Communications Bar Association**, *Member*

**Southern California and Nevada Chapter (SCAN) NATOA**, *Member*

**Nat’l Ass’n of Telecommunications Officers and Advisors**, *Member*

#### **PROFESSIONAL HONORS & AWARDS**

**2013 – 2014 Member of the Year, SCAN NATOA**

**PUBLIC AGENCY CLIENTS** (current and former)

Agoura Hills, California	Greenwood Village, Colorado	Rancho Palos Verdes, Cal.
Antioch, California	Hillsborough, California	Redlands, California
Bakersfield, California	Huntington Beach, California	Redondo Beach, California
Beaverton, Oregon	Inglewood, California	Richmond, California
Bethel, Alaska	Irvine, California	Roseville Joint Union Sch. Dist.
Brentwood, California	Lakewood, California	San Anselmo, California
Burlingame, California	Lake Oswego, Oregon	San Buenaventura, California
Calabasas, California	La Mesa, California	San Francisco, California
Camarillo, California	L.A. Cnty. Sanitation Dist.	San Marcos, California
Campbell, California	Malibu, California	San Mateo, California
Capitola, California	Milpitas, California	San Rafael, California
Carlsbad, California	Monterey, California	San Ramon, California
Cerritos, California	National City, California	Santa Barbara, California
Chico, California	Newport Beach, California	Santa Monica, California
Chino Hills, California	Oceanside, California	Seaside, California
Chula Vista, California	Ojai, California	Simi Valley, California
Cincinnati, Ohio	Orange County, California	Solana Beach, California
Concord, California	Oxnard, California	Southgate, California
Culver City, California	Palo Alto, California	Thousand Oaks, California
Cupertino, California	Palos Verdes Estates, Cal.	Tiburon, California
Danville, California	Pasadena, California	Torrance, California
Davis, California	Piedmont, California	United States Navy
El Monte, California	Pittsburg, California	Vista, California
Encinitas, California	Pleasant Hill, California	Watsonville, California
Fresno, California	Pleasanton, California	Wilsonville, Oregon
Gardena, California	Portola Valley, California	
Glendale, California	Portland, Oregon	

**FEDERAL COURT REPRESENTATIONS**

*City of Seattle, et al. v. FCC*, No. 19-70136 (9th Cir.)  
*GTE Mobilnet of Cal. Ltd. P’ship v. City of Watsonville*, 5:16-cv-03987-NC (N.D. Cal.)  
*Crown Castle NG West LLC v. City of Malibu*, No. 2:15-cv-06089-DSF-SS (C.D. Cal.)  
*Montgomery Cnty. v. FCC*, No. 15-1240 (4th Cir.)

**FEDERAL COMMUNICATIONS COMMISSION FILINGS**

*In the Matter of Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment*, WT Docket No. 17-79.  
*In the Matter of Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment*, WC Docket No. 17-84.  
*In the Matter of Streamlining Deployment of Small Cell Infrastructure by Improving Wireless Facilities Siting Policies*, WT Docket No. 16-421.  
*Wireless Telecommunications Bureau Seeks Comment on Proposed Amendment Nationwide Programmatic Agreement for the Collocation of Wireless Antennas*, WT Docket No. 15-180.  
*In the Matter of Acceleration of Broadband Deployment by Improving Wireless Facilities Siting Policies*, WT Docket No. 13-238, WC Docket No. 11-59, WT Docket No. 13-32.

**PRESENTATIONS AND SPEAKING ENGAGEMENTS**

“5G: Convergence between the Wireline and Wireless Providers” National Webinar  
eNATOA (Feb. 11, 2019)

- “Small Cell Deployment: Meshing Two Different Worlds” Panel Discussion  
AGL Local Landing (Jan. 24, 2019)
- “Cell and Wireless Tower Law” National Webcast  
NBI, Inc. (Jan. 14, 2019)
- “Issues of Local Control and Wireless Telecommunications Facilities” Lecture  
CA City Attorneys Spring Conf. (May 3, 2018)
- “Cell and Wireless Tower Law” National Webcast  
NBI, Inc. (Feb. 8, 2018)
- “Wireless Facilities: Regulatory and Leasing Update” Lecture  
New Mex. Muni. Atty’s Ass’n (Dec. 6, 2017)
- “Infrastructure Deployment: Towers, Fiber and Small Cells” Panel Discussion  
NATOA Annual Conference (Sep. 11, 2017)
- “The State of Communications Law in California and the Nation” Panel Discussion  
SCAN NATOA (May 11, 2017)
- “Advance of Wireless Infrastructure” Panel Discussion  
CA Cities Annual Conference (Oct. 7, 2016)
- “Cell and Wireless Tower Law” National Webcast  
NBI, Inc. (Sept. 9, 2016)
- “Small Cell Zoning: It’s a Problem, We Can Fix It” Panel Discussion  
CTIA Super Mobility (Sept. 8, 2016)
- “Section 6409 vs Reality” Panel Discussion  
Wireless West Conference (Apr. 20, 2016)
- “Aesthetics and Location: The Small Cell Site Acquisition Puzzle” Panel Discussion  
IWCE Expo (Mar. 23, 2016)
- “Primer on Wireless Shot Clocks – Northern California” Panel Discussion  
SCAN NATOA (Feb. 4, 2016)
- “Primer on Wireless Shot Clocks – Southern California” Panel Discussion  
SCAN NATOA (Jan. 21, 2016)
- “Section 6409” Panel Discussion  
CalWa (Oct. 7, 2015)
- “Federal Law of Cell Tower Zoning Presentation” Webinar  
IMLA (July 9, 2015)
- “The Brave New World of Wireless Regulations for Planners” Panel Discussion  
APA Cal. Orange Sec. (May 21, 2015)
- “Trends in Cell Site Leasing” Panel Discussion  
CCIM—San Diego Chapter (May 20, 2015)
- “Navigating Cell Tower Regulations” Public Workshop  
Alameda Cnty, Office of Nate Miley (Apr. 1, 2015)
- “Practical Impacts of the New FCC Rules” Panel Discussion  
Law Seminars Int’l (Feb. 19, 2015)
- “Wireless Communications Legislation: Impact on Cities” Panel Discussion  
Gateway Cities COG (Feb. 11, 2015)

“Wireless Infrastructure Regulatory Update” Webinar  
Arizona League of Cities (Jan. 27, 2015)

“Wireless Infrastructure Regulatory Update” Panel Discussion  
California Wireless Association (Jan. 15, 2015)

“Telecommunications 101” Seminar  
SCAN NATOA (Jan. 15, 2015)

“Local Governments, Wireless Siting Practices and the FCC” Panel Discussion  
eNATOA (Dec. 2014)

“4G Wireless Deployments: Zoning Challenges and Opportunities” Panel Discussion  
CA Cities Annual Conference (Sept. 4, 2014)

“Wireless Facility Regulatory Update” Webinar  
SCAN NATOA (Mar. 19, 2014)

“Telecom Infrastructure Deployment Under Safer-at-Home Orders”, Webinar  
League of California Cities (Apr. 16, 2010)

#### **NEWS ARTICLES, INTERVIEWS AND MEDIA MENTIONS**

J. Sharpe Smith, [Small Cell Order Goes into Effect; Appeal Goes to 9th Circuit](#), AGL (Jan. 14, 2019)

Alexis Kramer, [Challenge to FCC’s 5G Network Order Moves to Ninth Circuit \(2\)](#), BLOOMBERG (Jan. 11, 2019)

J. Sharpe Smith, [Calif. Appellate Court Affirms Local Aesthetic Control of Small Cells](#), AGL (Sept. 20, 2015)

Omar Masry and Robert May, *AB 57: A brave new world for cell antennas*, NORTHERN NEWS 1 (Feb. 2016).

J. Sharpe Smith, [California Municipalities Push Back Against Cell Tower Bill](#), AGL (July 16, 2015).

Henry Meier, *City Lawyers Fret About Too Many Cell Towers Under FCC Rule*, L.A. DAILY J. 1 (Feb. 9, 2015).

Josh Stephens, [New Rules on Wireless Towers May Frustrate Cities, Planners](#), CALIFORNIA PLANNER & DEVELOP. REPORT (Jan. 19, 2015).

Robert May, *Wireless Sites: Rapid Deployment vs. Planned Development*, L.A. DAILY J. 11 (Nov. 11, 2014).

J. Sharpe Smith, [Court Raises Bar for Least Intrusive Means Test](#), AGL (Aug. 19, 2014).

Teri Figueroa, [Cell Tower Rules Get Thumbs Up From Planning Commission](#), SAN DIEGO UNION TRIBUNE (July 1, 2014).

City of Malibu, California  
Mr. Richard Mollica, Acting Planning Director  
RFP for Independent Expert Review TLF  
Relating to the Review of WTF Applications  
November 30, 2020

**EXHIBIT I**  
**MS. LORY KENDIRJIAN CV**

# LORY KENDIRJIAN

Los Angeles, CA | Email: [lory@telecomlawfirm.com](mailto:lory@telecomlawfirm.com)

## SENIOR TELECOMMUNICATIONS PROJECT MANAGER

Agile, technically savvy, and multilingual senior telecommunications project manager with a consistent track record of driving results. Over 14 years of combined technical and managerial experience and a Master of Laws in Telecommunications and IT. Successfully managed processing of 3,000 wireless projects ranging from Small Wireless Facilities, Macro Cells, Micro Cells, and DAS. Ability to foster professional relationships with municipalities, wireless carriers, and wireless applicants to ensure that wireless projects get managed correctly, completely, and in a timely manner. Recognized for knowledge pertaining to Federal and State wireless laws, jurisdiction policies, and FCC wireless regulations and timelines. Inquisitive mind capable of understanding 4G and 5G technologies and wireless aesthetics.

## TELECOM LAW FIRM, P.C. - Los Angeles, CA

### Senior Telecommunications Project Manager

August 2018 - Present

- Spearheaded 1,800 complex wireless deployment from inception to completion (40% Macros and 60% SWF)
- Boosted wireless project revenues by 42% over 19 months
- Successfully established and managed a high-performing wireless team within seven months
- Examined 4G and 5G technology feasibilities and collaborated with municipalities to develop winning strategies and policies to handle wireless applications
- Mentored cities about wireless technical and aesthetic possibilities, produced and delivered presentations to various cities relating to upcoming wireless innovations, e.g. City of Santa Monica, Pasadena, Thousand Oaks, Malibu, Rancho Palos Verdes, El Monte, Palo Alto, and Town of Hillsborough
- Devised a tracking system for wireless shot clock calculations and slashed manual labor lead time by 65%
- Orchestrated upwards of 250 pre-installation and post-installation wireless site inspections (including aesthetic/design requirements, ADA compliance, inverse condemnations, power and fiber encroachments, alternative sites analysis, signal capacities, Radio Frequency health and safety analysis, FCC regulatory safety compliance requirements, FAA, OSHA, and GO 95 regulations)
- Spearheaded the research on 47 CA jurisdiction wireless applications for fundamental issues, interim and long-term solutions (analyzed construction, traffic control, structural/wind-loading plans, and photo simulations)
- Led training sessions for multiple CA jurisdictions on wireless matters ranging from the Spectrum Act 47 U.S. Code § 1455 Wireless Facility Deployment [Section 6409(a)] to, the 2018 FCCs 47 CFR § 1.6002 [FCC SWF Order]
- Partook in wireless expositions and conferences (ex: Wireless West, NATE, CALWA, WIA conferences, and 5G Expos)

### Telecommunications Project Manager

December 2014 - August 2018

- Grew the firm's wireless project revenue by 32% (11% in 2017; 21% in 2018)
- Managed upwards of 900 wireless projects from conception to execution
- Championed the creation of flowcharts for specific wireless processes and procedures
- Gained internal support to operate independently with limited supervision
- Developed internal and external strategies to assist the adoption of aesthetically-pleasing wireless solutions while promoting public safety, bearing in mind policy considerations, and Federal and State wireless laws
- Oversaw RFP reviews and produced required responses sought by CA jurisdictions
- Leveraged wireless relationships established through engagements to promote the firm and acquire new revenue
- Engineered à la carte strategies for wireless site inspections to onboard new wireless clients
- Researched and drafted analysis on the substantive and procedural limits on local authority through the Telecommunications Act 47 U.S.C. § 332(c)(7) and 47 U.S.C. § 253
- Negotiated onboarding agreements with municipalities

### Telecommunications Project Coordinator

May 2014 - December 2014

- Conducted independent research, and self-taught wireless processes with minimal training
- Created and updated daily/weekly/monthly project management trackers and reported on milestone achievements along with municipality engagement activities
- Collaborated and managed the day to day activities within the firm's cross-functional teams, jurisdictions, and external third-party wireless applicants, and conducted weekly team status meetings
- Analyzed Federal Cases (*Metrol PCS Inc. v. City & County of San Francisco*; *T-Mobile USA, Inc. v. City of Anacortes*; *Sprint v. City of Palos Verdes Estates*) and State [CA] Cases (*T-Mobile West LLC v. City & County of San Francisco*; and *American Tower Corporation v. City of San Diego*)



## **LAW OFFICES OF VICKEN I. SIMONIAN - Pasadena, CA**

### **Executive Project and Case Manager**

**March 2011 - May 2014**

- Supervised three court runners for hard copy court filings and conducted E-filings
- Created forms, checklists, intake procedures, internal and external policies and procedures  
Tracked timelines of all cases, managed lawyer calendars and their demands, and prioritized assignments
- Analyzed case facts, spearheaded research for pretrial motions, and devised trial strategies
- Prepared and E-filed all cases and fees with appropriate courts

## **ONE WEST BANK - Santa Monica, CA**

### **Supervisor**

**May 2009 - March 2011**

- Controlled back office reports and carried out month-end bank accounting reconciliations
- Governed high-stake financial transactions and ensured that bank teller sales and service goals were achieved
- Managed high priority customers and delivered client-focused solutions based on specific needs

## **U.S. BANK - Beverly Hills, CA**

### **Customer Account Manager/Supervisor**

**September 2008 - April 2009**

- Identified new business opportunities (cross-sells and up-sells) and attended to client queries
- Led customer service trainings for bank employees and forecasted key account metrics
- Oversaw cash mechanisms of ATMs and complied with bank operations and security procedures

## **DEBBAS GROUP - Sin El Fil, Lebanon**

### **Accounts Payable/Receivable Manager**

**October 2005 - May 2008**

- Prepared financial reports and maintained accounting ledgers
- Ensured all payments were timely and per company policy
- Reconsolidated bank statements and other financial records for accuracy

## **EDUCATION**

- **Master of Laws (LL.M) in Telecom & IT** (with distinction) **November 2019**  
University of Strathclyde – UK, Scotland  
**Dissertation:** Federal and Local Government Small Wireless Facilities Policy Frameworks: Using Wireless Siting Applications to Identify and Bridge Competing Goals and Interests
- **Bachelor of Science in Business Administration (B.S.B.A)** **July 2008**  
Haigazian University – Beirut, Lebanon  
Accredited University, U.S. Equivalent BSBA, Association of American International Universities

## **PROFESSIONAL CERTIFICATES/LICENSES**

- **Project Management Professional (PMP) Certificate** - Project Management Institute **Completion by April 2021**
- **Real Estate Salesperson License** - California Bureau of Real Estate **October 2016**
- **Paralegal Certificate** (with distinction, ABA Approved) - Pasadena City College **December 2014**
- **Management and Leadership Certificate** - University of California Los Angeles (UCLA) **July 2012**

## **COACHINGS/TRAININGS**

- Eloqui Communications and Presentations Skills Seminars **2018-2019**
- Vistage International Executive Leadership Coaching Sessions (Monthly) **2018-Present**

## **SKILLS**

- **Technical:** Proficient in Microsoft Suite (Outlook, Word, Excel, and PowerPoint), Clio Practice Case Management and CRM Software, TSheets, Sage Timeslips, Worldox Document Management Solutions, Westlaw, and Monday Project Management Platform
- **Languages:** Native proficiency in English, Arabic, and Armenian. Able to converse in Spanish

## **VOLUNTEERING/HOBBIES**

- United Nations volunteer member, UCLA volunteer member
- Reading, cooking, playing board games, and hiking

**EXHIBIT E  
FEE SCHEDULE**

The Consultant provides consultation services and is responsible to the City. The City is responsible for payment of Consultant's invoices. Payment of Consultant's invoices is not contingent upon the City receiving any deposit or reimbursement from any party.

**A. Flat Fees:**

Consultant shall perform all flat-rate services described in Exhibit A, Section A, Subsection 2 for a fixed fee of \$2,450.00 per project.

Consultant shall perform all flat-rate services described in Exhibit A, Section A, Subsection 3 for a fixed fee of \$ 600.00 per project.

Due to State and FCC shot clock time limitations, all projects must be submitted to Consultant by the City in searchable PDF documents within **one** calendar day of receipt by the City from the Applicant. Accordingly, Consultant urges the City to enforce a wireless application requirement that obligates the applicant to tender the entire wireless application, including all exhibits and attachments, in searchable PDF format, as well as in paper form.

Flat fee projects are billed to the City as a single unit on the first project invoice, which is issued upon submission of Consultant's first substantive project memorandum (that can include a memo regarding an incomplete application, a project review memo, or another substantive project-related memo).

The flat fee (and any subsequent hourly fees) are fully earned by and payable to Consultant once the Consultant has provided its first substantive memorandum to the City, even when the project is subsequently cancelled, abandoned, or transferred to a different location. In the event that a project is tendered to the Consultant by the City but terminated for any reason prior to issuance of Consultant's first memorandum, the City shall pay Consultant on the hourly basis set out in this Agreement for all time spent by Consultant on the project prior to Consultant's receipt of the City's notice of termination.

**B. Hourly Fees:**

Consultant shall perform all services described in Exhibit A, Section B and C and all other extra services not described in the Scope of Work but mutually agreed upon by the City and Consultant, on an hourly fee basis as follows:

**EXHIBIT E  
FEE SCHEDULE**

<b>Personnel</b>	<b>Rate</b>
Per Partner or Senior Project Manager	\$ 320
Per Associate/Of Counsel or Project Manager	\$ 270
Per Paralegal or Senior Project Assistant	\$ 200
Per Assistant or Project Assistant	\$ 120

Travel time is billed at 60% of the applicable hourly rate.

All time is billed in 0.1-hour (6 minute) units rounded up to the next 0.1 hour unit.

C. **Annual Fee Adjustments.** The Flat Rate and Hourly Fees set out in this Agreement shall automatically increase by three percent (3%) on each anniversary of this Agreement.

D. **Expenses.** The City will reimburse the Consultant for all ordinary costs and expenses reasonably incurred by Consultant in performance of the services provided by Consultant to the City pursuant to this Agreement. TLF does not mark up expenses.

[END OF EXHIBIT E]

**From:** [MalibuForSafeTech.org](http://MalibuForSafeTech.org)  
**To:** [Mikke Pierson](#); [Karen Farrer](#); [Richard Mollica](#); [Reva Feldman](#); [Nichole McGinley](#); [Skylar Peak](#); [Rick Mullen](#); [Jefferson Wagner](#); [Trevor Rusin](#); [Christi Hogin - Office](#)  
**Cc:** [Heather Glaser](#); [Kathleen Stecko](#); [Patricia Salazar](#); [Adrian Fernandez](#); [City Council](#)  
**Subject:** Time Sensitive Re: Community's Recommendation for New Telecom Consultant  
**Date:** Friday, December 11, 2020 1:23:49 PM  
**Attachments:** [1 Malibu City RFP Results 4 firms Dec 2020.docx](#)

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Dear Council and Staff,

I'm sorry to be sending yet another email, but this is *really* important and time sensitive. We are *very* grateful for the adoption of the interim Urgency Ordinance, but we also know the best ordinance in the world is only as good as those who implement it. Activists in two cities are reporting to me about how their cities are NOT following their small cell ordinances! Of course, this is very distressing and time consuming for them. Making sure Malibu hires the right consultant may be more important than anything else.

I looked up the 3 firms that have applied to be your new consultant and CMS (Center For Municipal Solutions) is the only one that seems like a fit for several reasons. Since it appears that the city is in the interview stages and will be hiring soon, we want to give you our opinion about who is hired. (Please see synopsis attached of all 3 firms)

First off, it is vital to understand the need to prove if a cell site is actually needed (done by drive tests), and any firm that is hired needs to routinely do these tests.

*Proof of Need* for cell sites for Personal Wireless Services or "PWS" is a key point that I don't think is well understood, and has not been addressed as far as I know in our city council or planning department meetings.

Esteemed telecom attorney, Andrew Campanelli and the CMS consulting firm have said they find 50 to 90% of telecom assertions of a gap in PWS to be false, when proven by drive tests. Campanelli said that is the number one way he stops unneeded installations.

I noticed in the Malibu planning department reports, done recently by Kramer/TLF, that the recent applications for cell sites near the lagoon and other places, did NOT do any, or require, any drive tests to prove there was really a need for PWS. He has most likely NEVER suggested that. I saw a video of Kramer telling another city council that he trusted the Verizon report was accurate about the gap in coverage. Since Kramer did not do a drive test to prove it residents went out, with their phones, to see if they could find a gap in service and they could not.

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Attachment 5

community will have knowing they are truly protected.

Respectfully,

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We provide the services you need most

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Tackling a residential, commercial, industrial, or institutional land development project and need planning, landscape architecture or site civil expertise?
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Need help simplifying Federal, state, and local environmental processes, agency coordination, and implementing various regulations?
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Looking for an engineer to manage the construction of your projects to your specifications?

#### **4. Telecom Law Firm**

Ok, we know about them.

**From:** [Nichole McGinley](#)  
**To:** [Richard Mollica](#); [Reva Feldman](#); [Mikke Pierson](#); [Karen Farrer](#); [Steve Uhring](#); [Paul Grisanti](#); [Bruce Silverstein](#)  
**Cc:** [Adrian Fernandez](#); [Heather Glaser](#); [Kathleen Stecko](#); [Patricia Salazar](#); [Trevor Rusin](#); [MalibuForSafeTech](#); [Tyler Eaton](#)  
**Subject:** Recommendation for New Telecom Consultant- Time sensitive  
**Date:** Tuesday, December 15, 2020 12:13:56 PM  
**Attachments:** [1 Malibu City RFP Results 4 firms Dec 2020.docx](#)

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Thank you for taking into consideration the community's recommendation as you select our City's next consultant. It is clear from my conversation with Bob Ross that CMS is thorough in its approach and highly qualified to help our City.

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Date: Fri, Dec 11, 2020 at 1:23 PM

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**From:** [Bruce Silverstein](#)  
**To:** [Nichole McGinley](#); [Richard Mollica](#); [Reva Feldman](#); [Steve Uhring](#)  
**Cc:** [Adrian Fernandez](#); [Heather Glaser](#); [Kathleen Stecko](#); [Patricia Salazar](#); [Trevor Rusin](#); [MalibuForSafeTech](#); [Tyler Eaton](#)  
**Subject:** Re: Recommendation for New Telecom Consultant- Time sensitive  
**Date:** Wednesday, December 16, 2020 10:45:38 AM

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Nichole:

Thanks for your very clear and very sensible comments. They all make good sense to me, and I will be interested to learn what others think about them.

As I said to Lonnie Gordon earlier this morning, it is evident that there is strong community interest in this complex and important subject, and it is critical that the subject be addressed in a manner that best assures a result that is both legal and as responsive to the wishes of the community as is practicable.

I intend to tune into the workshop (disingenuously called as a Special Meeting of the City Council) and hope to learn more about this subject so that I can be an informed Member of the City Council when the time comes to vote on this subject -- which, like you, I hope to be sooner rather than later.

Stay Safe & Stay Well,

Bruce

---

**From:** Nichole McGinley <nichole.mcginley@gmail.com>  
**Sent:** Tuesday, December 15, 2020 12:13 PM  
**To:** Richard Mollica <rmollica@malibucity.org>; Reva Feldman <rfeldman@malibucity.org>; Mikke Pierson <mpierson@malibucity.org>; Karen Farrer <kfarrer@malibucity.org>; Steve Uhring <suhring@malibucity.org>; Paul Grisanti <pgrisanti@malibucity.org>; Bruce Silverstein <bsilverstein@malibucity.org>  
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