

## **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

This First Amendment to Professional Services Agreement No. CC 2023-142 (Amendment) effective date of November 1, 2024, is entered into between the City of Camarillo, a general law city and municipal corporation, (City), and Telecom Law Firm (Consultant).

### Recitals.

A. The parties have entered into a written agreement entitled "Professional Services Agreement Number CC 2023-142" having an effective date of November 1, 2023 (Agreement) to provide for Planning Services On-Call Professional Services outlined in Exhibit A of the Agreement for a not-to-exceed amount of \$30,000 billing at the hourly rates listed in Exhibit B of the Agreement.

B. All capitalized terms not defined in this Amendment have the meaning set forth in the Agreement.

C. The parties desire to modify the scope of work in accordance with Section 1.1 of the Agreement.

Section 1. Amendment. The Agreement is amended to add the following:

1. The term of the Agreement is extended for a period of one (1) two-year term in the amount of \$30,000 per year beginning on the effective date of this Amendment.  
The term of this Agreement will terminate on October 31, 2026.
2. The "Fee Schedule" of the Agreement is amended to include the attached Exhibit A, Fee Schedule.

Section 2. Compensation and Payment. This Amendment includes the annual not-to-exceed amount of \$70,000 for services noted in Exhibit A of the Agreement at the hourly rates noted in Exhibit A of this Amendment.

Section 3. Continuation of Terms of Agreement. Except as expressly modified by the terms and provisions of this document, the remaining terms and provisions of the Agreement remain in full force and effect.

THE AUTHORIZED REPRESENTATIVES of the Parties have caused this First Amendment to Agreement No. CC 2023-142 to be executed as of the Effective Date.

**CITY OF CAMARILLO**

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Greg Ramirez, City Manager

ATTEST:

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Kristy Buxkemper, City Clerk

**TELECOM LAW FIRM PC**



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

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038083  
Camarillo Business Tax Certificate Number

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9/30/2024  
Expiration Date

Attachment: Exhibit A

## **EXHIBIT A**

### **SCOPE OF SERVICES**

At 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. **Memorandum Regarding Incomplete Application.** 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 and analyze Section 6409(a) applicability which includes an eligible facilities and substantial change analysis;
    - ii. Discuss and analyze Small Wireless Facilities applicability which includes all six criteria as defined by the FCC;
    - iii. Discuss design matters that may reduce the impact of the proposed site configuration;
    - iv. 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 TLF, in its experience and opinion, believes to be relevant or helpful to the City's review of the wireless application.
- vii. 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. 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 prior availability, TLF will attend in-person and video meetings.

**C. General Consultation:** At the City's request, TLF will engage with the City in regard 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 and as requested by the City).

TLF consults with and is responsible to the City. The City is responsible for the collection of application fees and the timely payment of TLF's invoices. Payment of TLF's invoices is not contingent upon the City receiving any deposit or reimbursement from any party.

- A. **Flat Fees:** TLF shall perform the services described in Exhibit "A", Section 2 for a fixed fee of \$2,791 per project. Project hours are not reported by TLF for the flat fee portion of any flat fee projects.

*As a reminder, the FCC allows a jurisdiction to pass through its consulting costs to the applicant. In fact, most jurisdictions do exactly that so that they do not put the processing cost on their constituents, but rather place those costs on the for-profit applicants.*

Due to the FCC shot clock as well as related California shot clock time limitations outside of the Permit Streamlining Act, all projects must be submitted to TLF by the City in searchable PDF document format within one (1) calendar day of receipt by the City from the Applicant; provided that if such calendar day falls on a Friday or holiday, the City shall submit such project to TLF the next business day thereafter. Accordingly, TLF urges 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 hard copy paper form if desired by the City.

Flat fee projects are billed to the City as a single unit on the first project invoice, which is issued upon submission of TLF's first substantive project memorandum, which may include a memo regarding an incomplete application, a project review memo, or another substantive project-related memo.

The flat fee is fully earned by and payable to TLF once the TLF 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 TLF by the City but terminated for any reason prior to the issuance of TLF's first memorandum, City shall pay TLF on the hourly basis set out in this Agreement for all time spent by TLF on the project prior to TLF's receipt of City's notice of project termination.

- B. **Hourly Fees:** TLF shall perform all services described in Exhibit "A", Sections B and C beyond the initial report and one revision (included in the flat fee), and all other extra services that may not be described in Exhibit "A" but were mutually agreed upon by City and TLF, on an hourly fee basis as follows:

**Personnel Rate**

Per Partner or Senior Project Manager	\$371
Per Associate/Of Counsel or Project Manager	\$309
Per Paralegal or Senior Project Assistant	\$227
Per Assistant or Project Assistant	\$138

All time is billed in 0.1-hour (6 minute) units rounded up to the next 0.1-hour unit.

3. **Annual Fee Adjustments.** The flat rate and hourly fees set out in this Agreement shall automatically increase annually should the parties extend this Agreement, in an amount equal to three percent (3%) of the flat rate and hourly fees for the previous year.
4. **Expenses:** City will reimburse TLF for all ordinary costs and expenses reasonably incurred by TLF in performance of the services provided by TLF to City pursuant to this Agreement.
5. Routine office costs such as computer usage, software, telephone charges, office equipment and supplies, travel, incidental postage, copying faxes, etc. are included in the hourly and flat rates. Plan copying, outside copying and overnight mail will be reimbursed at cost. No minimum number of hours per day will be allowed. Consultants may only bill for actual hours worked.

TLF reminds the City that the State of California allows local governments to recoup from applicants the City the fees associated with needed professional services such as proposed by Telecom Law Firm. This ensures that Camarillo residents need not bear the cost of the wireless permitting processes.