



Sent via email

Robert C. May III
Partner

D: 619-272-6200
F: 619-376-2300
E: tripp@telecomlawfirm.com

File No. 01358

March 12, 2018

McKinna Alexander
City of Carson
701 East Carson Street
Carson, California 90745

RE: Contract Services Agreement by and between City of Carson and
Telecom Law Firm, PC

Subject: Sole Source Letter for Telecom Law Firm, PC

Dear Ms. Alexander:

A sole source justification exists because the services required to meet the City's needs (more particularly described in **Attachment 1** to this letter) are available only through Telecom Law Firm, PC. Please contact the undersigned with any questions about this letter.

Sincerely,



Robert C. May III
TELECOM LAW FIRM, PC

cc. client file

enc. Attachment 1

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Wireless Permit Application Reviews

A.1. Desktop Application Reviews; Memorandums

At the City's request, Telecom Law Firm, PC ("Consultant") will review wireless permit applications and provide the City with a written analysis (each a "Memorandum"). Consultant will send the Memorandum to the City within approximately fourteen (14) days after the application materials are received by Consultant.

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

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

A.2. Revisions or Follow-Up Memorandums

Consultant shall, at City's option, prepare one (1) revision or follow-up to the Memorandum at no charge to City. Unless any additional revisions or follow-up memorandums are required due to an error or omission by Consultant, all additional revisions or follow-up memorandums after the first revision or follow-up will be billed at the hourly rate described in Exhibit C-1.

A.3. Consultation Time

At no additional charge to City, Consultant will provide City with up to two (2) hours consultation time on the telephone or through e-mail and, if requested by City, the applicant on matters related to the wireless permit application. Additional consultation time will be billed at the hourly rate described in Exhibit C-1.

A.4. Building Permit Plan Review

At City's request, Consultant will review the building permit plans for conformance with the zoning or planning level-approved plans and provide City an email indicating

whether the building permit plans are in conformance or revisions are required. All such time will be billed at the hourly rate described in Exhibit C-1.

B. Attendance at Meetings

At City's request, Consultant will attend and/or staff any meetings at City Hall or other locations related to the project. Such meetings include, without limitation, public workshops, information sessions, pre-application conferences, site walks and public meetings before decision-making bodies within City.

Attendance, or any particular personnel's attendance, at such meetings is not guaranteed and will be dependent on Consultant's and its personnel's availability. Such attendance will be billed at the hourly rate described in Exhibit C-1. Consultant schedules meetings on a first-ask, first-serve basis and advises City to notify Consultant about any potential meeting dates as soon as possible. Consultant will use best efforts to accommodate City's requests.

C. Other Services

In addition to all the services described in Sections A.1 and A.2 of this Exhibit A, City may request that Consultant perform any other services within Consultant's expertise; provided, however that any legal services shall require a separate written agreement which either City or Consultant may decline in their individual judgment.

II. Consultant must perform Services described in Sections A and B of this Exhibit A in accordance with the procedures set forth in said sections. All "Other Services" under Section C of this Exhibit A must be performed in compliance with the following requirements:

- a. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.
- b. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".
- c. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.
- d. The task shall be performed at a cost not to exceeding the Task Budget.
- e. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

- III. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
- a. Consultant analysis, findings and written memorandums and if needed follow-up memorandums.
 - b. Provide an email indicating whether the building permit plans are in conformance or revisions are required.
- IV. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:**
- a. Progress reports to the City's Contract Officer as requested by the Contract Officer.
- V. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- VI. Consultant will utilize the following personnel to accomplish the Services:**
- A. Jonathan L. Kramer
 - B. Robert C. May III
 - C. Michael D. Johnson
 - D. Lory Kendirjian
 - E. Rebekah Rounds
 - F. Any other personnel Consultant deems appropriate for the performance of Services.