

City of Petaluma, California

Memorandum

City Manager's Office, 11 English Street, Petaluma, CA 94952
(707) 778-4345 Fax (707) 778-4419 E-mail: citymgr@cityofpetaluma.org

DATE: October 14, 2020
TO: Signatories
FROM: Brittany Bendix, Deputy Principal Planner
SUBJECT: Professional Service Agreement for CTC Technology & Energy - Wireless Facility Evaluations

Agreement: Professional Service Agreement

Title: CTC Technology & Energy - Wireless Facility Evaluations

Consultant: CTC Technology & Energy

Project Account #: Cost recovery account

Amount of contract: \$15,000.00

Amount budgeted: \$15,000.00

Source of Funding: Cost recovery account for individual projects

Scope of Services: Evaluate and process permit applications submitted to the City of Petaluma for the construction or modification of wireless facilities. They will provide these services on an on-call, task-order basis to be coordinated with the City prior to commencing any work.

Term of contract: Approved through 2/28/2021

Contract Manager: Brittany Bendix / Heather Hines

Council approval: ☐ yes, on _____ ☒ no

Pre-contract review? ☐ yes, with _____ ☒ no

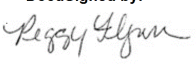
Routing: ☐ Normal ☒ Please Expedite; Need by: ASAP

SIGNATURE ROUTING SHEET FOR


CTC Technology & Energy - Wireless Facility Evaluations

Please keep the original of this document with the City Clerk's executed original of the contract.


CITY OF PETALUMA

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City Manager
10/22/2020
Dated


ATTEST:

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City Clerk
10/23/2020
Dated

APPROVED AS TO FORM:

DocuSigned by:

5EF85AE94F3048D...
City Attorney
10/21/2020
Dated

APPROVED:

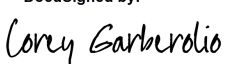
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62DF5A4F319E4F7...
Department Director
10/21/2020
Dated

APPROVED:

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Risk Manager
10/21/2020
Dated

APPROVED:

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Finance Director
10/21/2020
Dated

file name:

PROFESSIONAL SERVICES AGREEMENT
CTC Technology & Energy - Wireless Facility Evaluations
 (Title of Project)

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

For multi-year contracts or contracts with multiple accounts:

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into and effective as of October 22, 2020 ("Effective Date"), by and between the City of Petaluma, a (city use only)

municipal corporation and a charter city ("City") and CTC Technology & Energy, a Technology Consulting Firm ("Consultant") (collectively, the "Parties").

WHEREAS, the Parties enter into this Agreement for the purpose of Consultant providing professional services to City under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Services.** Consultant shall provide the services as described in and in accordance with the schedule set forth in Exhibit "A" attached hereto and incorporated herein ("Services").
2. **Compensation; Business Tax Certificate.**
 - A. For the full performance of the Services as described herein, City shall compensate Consultant in accordance with the rates specified in Exhibit A.
 - B. Consultant shall submit detailed monthly invoices reflecting all services performed during the preceding month and including a revised schedule for performance and additional documentation requested by City, as applicable.
 - C. Consultant shall be compensated for services in addition to those described in Exhibit A, only if Consultant and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed \$15,000.00 without prior written authorization of the City Manager. Further, no compensation for a section or work program component attached with a specific budget shall be exceeded without prior written authorization of the City Manager.
 - D. Notwithstanding any provision herein, Consultant shall not be paid any compensation until such time as Consultant has on file with the City Finance Department a current W-9 form available from the IRS website (www.irs.gov) and has obtained a currently valid Petaluma business tax certificate.

- E. City's obligation to pay compensation to Consultant as provided herein is contingent upon Consultant's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto.
3. **Term.** The term of this Agreement commences on the Effective Date, and terminates on February 28, 2021, unless sooner terminated in accordance with Section 4. Upon termination, any and all of City's documents or materials provided to Consultant and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to the City as soon as possible, but not later than fourteen (14) days after termination of the Agreement.
 4. **Termination.** City may terminate this Agreement without cause upon ten (10) days' written notice. City may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Consultant or Consultant's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Consultant shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Consultant shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of City in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, Consultant shall be liable to City for any excess cost City incurs for completion of the Services.
 5. **Consultant's Representation; Independent Contractor.** Consultant represents that Consultant possesses distinct professional skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all Services under this Agreement. It is expressly understood that Consultant and its agents and employees, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.
 6. **Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. City shall furnish to Consultant no facilities or equipment, unless the City otherwise agrees in writing to provide the same.
 7. **Licenses, Permits, Etc.** Consultant shall, at Consultant's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.
 8. **Time.** Consultant shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
 9. **Inspection.** Consultant shall provide the City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to inspection and approval by the City. The inspection of such work shall not relieve Consultant of any of its obligations pursuant to this Agreement.

10. **Progress Reports.** Upon the City's request, Consultant shall provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Consultant's performance of the Services.
11. **Confidentiality.** In the course of Consultant's employment, Consultant may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Consultant shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services.
12. **Conflict of Interest.** Consultant represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Consultant further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. Consultant represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Consultant will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement. Certain Consultants are subject to the requirements, including the disclosure and reporting requirements, of the City's Conflict of Interest Code adopted pursuant to the Political Reform Act. Such Consultants subject to the City's Conflict of Interest Code include those whose work may involve: making government decisions regarding approval or adoption of rates, rules, or regulations, action on permits or other applications, authorization to enter into or modify contracts, or approval of plans, designs, reports, or studies. Consultant agrees to comply fully with all such requirements to the extent they apply to Consultant's performance of the Services.
13. **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
14. **Standard of Performance.** Consultant shall perform all the Services in a manner consistent with the standards of Consultant's profession. All instruments of service of whatsoever nature, which Consultant delivers to City pursuant to this Agreement, shall be prepared in a substantial, workmanlike manner and conform to the standards of Consultant's profession. All such instruments of service shall become the sole and exclusive property of City upon delivery of the same.
15. **Assignment/Transfer.** No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.
16. **Subcontractors.** Consultant shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of City. Any such subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required herein and which shall name City as an additional insured.

17. **Compliance With All Laws.** Consultant shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to the performance of the Services required hereunder, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the Services. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the Services hereunder shall constitute a material breach of this Agreement. To the extent that any other government agency or entity provides compensation for any Services, Consultant shall comply with all rules and regulations applicable to such fiscal assistance.
18. **Prevailing Wages.** This Agreement is subject to the requirements of the California Prevailing Wage Law, California Labor Code Section 1720 et seq., and the Services as described in Exhibit A will be performed in accordance with all applicable requirements of the California Prevailing Wage Law, including, but not limited to, all applicable requirements contained in Exhibit C, which is attached to and made a part of this Agreement.
19. **Living Wage Ordinance.** Without limiting the foregoing Section 17, Consultant shall comply fully with all applicable requirements of Petaluma Municipal Code, Chapter 8.36, Living Wage (the "Living Wage Ordinance"), as the same may be amended from time to time. Upon the City's request Consultant shall promptly provide to the City documents and information verifying Consultant's compliance with the requirements of the Living Wage Ordinance, and shall within fifteen (15) calendar days of the Effective Date of this Agreement, notify each of its affected employees as to the amount of wages and time off that are required to be provided to them pursuant to the Living Wage Ordinance. The Acknowledgement and Certification Pursuant to City of Petaluma Living Wage Ordinance, attached to this Agreement at Exhibit C, shall be a part of this Agreement for all purposes, and Consultants that are subject to Living Wage Ordinance requirements, as determined by the City, must provide a properly completed Exhibit C in accordance with the requirements of the Living Wage Ordinance. Consultant's noncompliance with the applicable requirements of the Living Wage Ordinance shall constitute cause for City's termination of this Agreement pursuant to Section 4 hereof.
20. **Discrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.
21. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:
 - (i) personal delivery, in which case notice is effective upon delivery;
 - (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
 - (iii) nationally recognized overnight courier, with charges prepaid or charged to the

sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or

- (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

City: City Clerk
City of Petaluma
Post Office Box 61
Petaluma, California 94953
Phone: (707) 778-4360
Fax: (707) 778-4554
Email: cityclerk@ci.petaluma.ca.us

And:
City of Petaluma
Heather Hines, Planning Manager
11 English Street
Petaluma, California 94952
Phone: (707) 778-4316
Fax: (707) 778-4498
Email: hhines@cityofpetaluma.org

Consultant: CTC Technology & Energy
Joanne S. Hovis, President
10613 Concord Street
Kensington, MD 20895
Phone: (301) 933-1488
Fax: (301) 933-3340
Email: jhovis@ctcnet.us

22. **Ownership of Documents.** All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement, shall be the property of City and may not be used by Consultant without the written consent of City. Copies of such documents or papers shall not be disclosed to others without the written consent of the City Manager or his or her designated representative.
23. **Indemnification.** To the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all alleged liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

The Consultant's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Consultant's inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. The Consultant must respond within 30 calendar days to any tender for defense and indemnity by the City, unless the time for responding has been extended by an authorized representative of the City in writing. If the Consultant fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the Consultant under this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first. In the event that the City must file responsive documents in a matter tendered to Consultant prior to Consultant's acceptance of tender, Consultant agrees to fully reimburse all costs, including but not limited to attorney's fees and costs and fees of litigation, incurred by the City in filing such responsive documents.

The Consultant waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Consultant arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement. The Consultant's responsibility of such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2783, as may be amended from time to time, Consultant's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code Section 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

24. **Insurance.** Consultant shall comply with the "Insurance Requirements for Consultants" in Exhibit B, attached hereto and incorporated herein by reference.

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.


25. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.

26. **Litigation.** If litigation ensues which pertains to the subject matter of Consultant's services hereunder, Consultant, upon request from City, agrees to testify therein at a reasonable and customary fee.
27. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.
28. **Governing Law; Venue.** This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Petaluma. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.
29. **Non-Waiver.** The City's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.
30. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
31. **No Third Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.
32. **Mediation.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.
33. **Consultant's Books and Records.**
 - A. Consultant shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement.
 - B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.
 - C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at Petaluma City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.


- D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in Petaluma City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor in interest.
34. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.
35. **Survival.** All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination or expiration of this Agreement.
36. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

IN WITNESS WHEREOF, the parties hereto have executed this document the day, month and year first above written.


CITY OF PETALUMA

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 City Manager

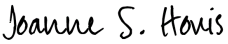
ATTEST:

DocuSigned by:

 City Clerk

APPROVED AS TO FORM:

DocuSigned by:

 City Attorney

CONSULTANT

DocuSigned by:
 By 
 Name

Joanne S. Hovis

Title
 President

Address
 10613 Concord St.

City State Zip
 Kensington MD 20817

Taxpayer I.D. Number
 52-1442373

Petaluma Business Tax Certificate Number

file name:

ctc technology & energy

engineering & business consulting

October 6, 2020

Brittany Bendix
Deputy Planning Manager
M-Group Consulting Planner
Serving the City of Petaluma
11 English Street
Petaluma, CA 94952

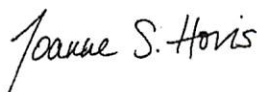
Dear Brittany:

This letter is a follow-up to your discussion yesterday with my colleague, Lee Afflerbach. As Lee explained, CTC Technology & Energy is a technology consulting firm that provides independent support to local governments in support of their evaluation of option wireless deployment. We would be pleased to work with the City of Petaluma.

Since the advent of the cellular industry, CTC has provided expert advisory services on the technical, strategic, and business aspects of wireless facilities siting. Our clients are local governments, state agencies, public utilities, and nonprofits. As a matter of policy, CTC is independent of the industry, and not affiliated with equipment manufacturers, cable operators, wireless providers, or tower companies.

Please let me know if you need additional information or have any questions regarding our work.

Best Regards,



Joanne S. Hovis | President

Columbia Telecommunications Corporation

10613 Concord Street • Kensington, MD 20895 • Tel: 301-933-1488 • Fax: 301-933-3340 • www.ctcnet.us

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CTC Proposal

1. CTC's Team Members

CTC provides expert, independent guidance and staffing for public agencies seeking to protect their assets and the public interest while facilitating deployment of new wireless services.

Our **project manager and day-to-day contact for this engagement will be Lee Afflerbach, P.E.**, a CTC principal engineer. Lee oversees our team of engineers who are reviewing wireless antenna siting applications and providing technical guidance on wireless deployment options for West Coast cities including Arcadia, Burlingame, Fremont, Hillsborough, Los Altos, Monterey, Napa, Palo Alto, Palos Verdes Estates, Piedmont, Rancho Palos Verdes, and Sonoma, California.

These engagements include performing technical reviews of applications, conducting field signal verification measurements, calculating radio frequency (RF) emissions for planned installations, negotiating technical options/issues with carriers, and providing expert witness testimony in legal proceedings as requested.

Our project team also includes:

- **Michael Afflerbach, *Senior Analyst***, who will perform on-site testing and technical analysis
- **Marc Schulhof, *Senior Analyst and Technical Writer***, who will support the preparation of written deliverables

Resumes for each team member—which include detailed descriptions of their relevant experience—are attached as Appendix A. This team will be supported by additional, highly qualified CTC engineers and analysts as needed.

2. Scope of Work

CTC proposes to evaluate and process permit applications submitted to the City of Petaluma for the construction or modification of wireless facilities. We will provide these services on an on-call, task-order basis to be coordinated with the City prior to commencing any work.

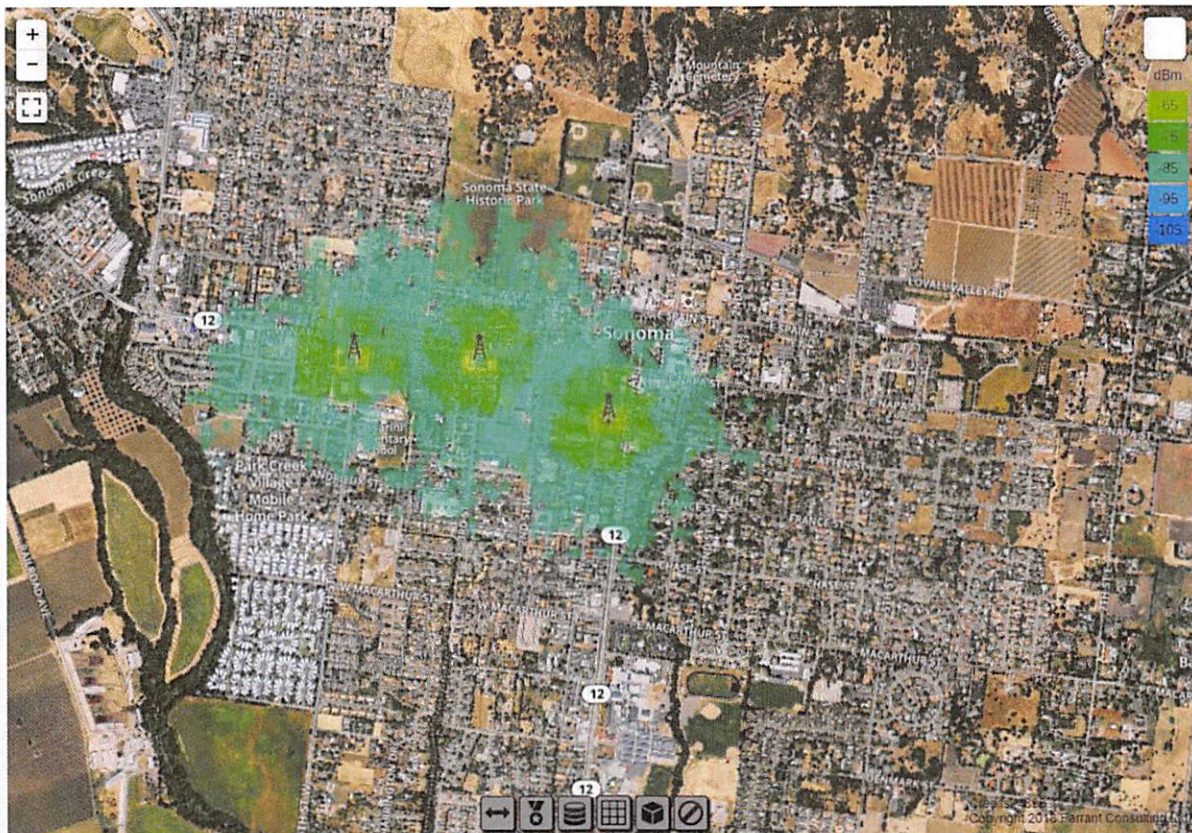
Tasks

As an initial step for each task order, we will review the wireless facility siting application(s) and related materials for completeness. We will then analyze the applications to determine the accuracy of applicant-claimed technical service objectives, the extent to which proposed wireless sites are necessary for filling gaps in coverage and capacity, and the significance of such gaps.

Each application analysis may include:

- Conducting site visits when necessary as determined by the City (or substituting a review of Google Earth imagery or a similar desk survey approach) to inspect the site and the surrounding areas to determine the potential level of community impact
- Conducting a review of radio frequency (RF) engineering elements related to the application to determine potential for interference, RF emission, or siting conflict issues
- Submitting requests for additional information to applicants, as needed
- Evaluating potential alternative locations for the proposed wireless facility
- Evaluating potential alternative designs for the proposed wireless facility (e.g., to minimize the visual impact of the proposed equipment)
- Presenting findings to the City Manager, the City Council, the City's Planning Department, or the City's counsel (City Attorney or outside counsel), as directed
- Attending meetings as directed by the City
- Providing technical engineering support to the City Manager or designee to support the City Manager's decision-making with expert and specialized knowledge on issues related to wireless facility siting

We will pay particular attention to the applicant's planned compliance with RF exposure standards. We will be prepared to review the applicant's data and include our analysis in our written technical review. We will also be prepared to assist the City with RF coverage predictions, like the one that we recently prepared as part of an engineering evaluation for the City of Sonoma (see below).

Sample RF Coverage Analysis

As part of a collaborative project management process, we will meet with staff in relevant City departments and offices, including the Planning Department. We may also need to obtain documents from the City Attorney. (To be clear, however, while we may work closely with the City Attorney, CTC does not provide legal advice.)

CTC will keep the City updated on the status of performance by delivering email updates as requested. We will also be prepared to provide any other telecommunications engineering services requested by the City.

Deliverables

For each wireless facility siting application (or group of applications, depending on the task order) we review, we will prepare a draft letter report that includes our engineering evaluation and findings. We will deliver the reports in Microsoft Word/PowerPoint format to the City's designated point of contact for review and will revise and present a final report based on the City's input.

3. CTC's Qualifications

CTC is an independent engineering consulting firm with more than 35 years of experience assisting public sector clients with communications engineering, design, and analysis. Our clients primarily are local governments, state agencies, public utilities, and nonprofits. CTC is independent of the industry, and not affiliated with equipment manufacturers, cable operators, wireless providers, or tower companies.

Since 1983, CTC's wireless team has helped public agencies and utilities vet applications for thousands of towers, colocations, small cells, and distributed antenna system deployments. Our expertise includes:

- Developing best practices in wireless siting to enable efficient deployment while protecting community interests
- Defining technical standards for wireless facilities that protect public assets and public safety
- Addressing technical challenges in siting, including ADA violations, radio frequency (RF) interference, and unsightly deployment
- Developing strategies to comply with state, federal, and local requirements and zoning considerations
- Vetting applications for zoning compliance, RF coverage, interference, and colocation opportunities
- Developing local processes and standards to enable deployment while protecting public interests and property

Evaluating and vetting wireless facility siting applications

Our engineers analyze siting applications and RF studies to evaluate the accuracy of applicant-claimed technical service objectives, the extent to which proposed wireless sites are necessary to fill gaps in coverage or capacity, and the significance of such gaps. Analysis typically includes:

- Vetting applications, including RF propagation studies or drive tests
- Identifying colocation options in the vicinity of a proposed site
- Considering options to minimize the visual or other community impact of a wireless facility, such as painting antennas to match a mounting location, requiring a stealth monopole design, or requiring that equipment meets local noise ordinances
- Visiting and reviewing sites to evaluate community impact

CTC Proposal

- Reviewing applications and requesting additional information as necessary
- Evaluating relevant reports, studies, public input, and other materials
- Presenting findings to planning departments, counsel, and elected bodies
- Preparing reports, maps, charts, documentation, or presentations to document findings and recommendations

Developing technical and safety standards

Our engineers develop and help enforce **technical standards to protect the public interest, public safety, public assets, and utility worker safety**, including through:

- Assessing whether proposed attachments increase congestion on a sidewalk or block motorists' views of traffic
- Ensuring that proposed installations meet ADA requirements and DOT rules that allocate right-of-way space for varying uses
- Verifying adherence with pole spacing requirements and—in the case of new tall towers—standards for soil and drainage
- Confirming clearances between new equipment and roads and buildings, and proper placement of power meters and shutoff devices
- Verifying compliance with FCC rules on RF emissions and related warning signage
- Verifying compliance with local noise level limits for electronic equipment
- Testing RF signals to ensure non-interference with public safety, city, and utility wireless operations

Developing processes to address preemption threats or comply with preemptive laws

In light of ongoing efforts at the state and federal levels to preempt local agency authority in wireless siting and asset use—including the FCC's recent order "In the Matter of Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment"¹—CTC's analysts develop strategies for technical compliance with new or potential laws that address policymakers' desire for new deployment while **protecting public assets, interests, and mission-critical public infrastructure**. Our thought leadership in this area include two recent client briefs:

¹ <https://www.fcc.gov/document/fcc-facilitates-wireless-infrastructure-deployment-5g>

CTC Proposal

“Ten Strategies to Protect State and Local Property After the FCC’s Small Cell Preemption Order”² and “The Three “Ps” of Managing Small Cell Applications: Process, Process, Process.”³

We advise a dozen California cities (including Sonoma, Napa, Palos Verdes Estates, Piedmont, Arcadia, Hillsborough, and Rancho Palos Verdes) on **standards that minimize the visual impact of wireless facilities while improving mobile coverage**. For example, in areas where all utilities are underground, a locality might require that boxes containing network equipment also be placed below grade. Other rules could include requiring the use of existing poles or the replacement of those poles with ones that resemble existing ones; and restricting inappropriately tall poles in residential areas.

Developing wireless engineering plans and strategy

Our engineers and analysts advise public agencies across a range of tasks related to wireless facilities siting and planning. A few illustrative examples:

For the **Texas Department of Transportation (TxDOT)**, we developed a full strategic plan and guidance for wireless siting requirements, developing technical standards, establishing processes, and recommending appropriate fees—all intended to protect state interests while enabling efficient private use of TxDOT assets.

For **Montgomery County, Maryland**, we developed a comprehensive wireless siting process, which has been awarded by the National Association of Counties as exemplary and recognized by the FCC’s Intergovernmental Advisory Committee as providing notable best practices. For the **City of San Francisco**, we evaluated the potential design and cost of 5G fixed and mobile deployment, including adequate fiber backhaul and use of street furniture.

Ensuring coordinated, efficient processes among cities and utilities

We develop processes and standards that align public interests among agencies and among city governments and public utilities. For example, in **Huntsville, Alabama**, CTC helped the utility and city develop and harmonize complete processes for managing pole attachments so that existing assets could be maximized, and so that wireless carriers would not install new poles just feet away from existing utility poles.

Developing business and revenue strategy

We develop strategy to enable public utilities and localities to **maximize public assets** to enable wireless service, to deploy new pole and fiber assets as necessary, to lease dark fiber for backhaul, and to realize associated revenues.

² <http://www.ctcnet.us/blog/ten-strategies-to-protect-state-and-local-property-after-the-fccs-small-cell-preemption-order/>

³ <http://www.ctcnet.us/blog/the-three-ps-of-managing-small-cell-applications-process-process-process/>

CTC Proposal

4. References

We invite the City to contact the following references about the quality of our work.

City of Sonoma, CA – New small cell application evaluation and service testing

John A. Abaci

Assistant City Attorney, Walter & Pistole

jabaci@walterpistole.com, (707) 996-9690

City of Piedmont, CA – Small cell project manager, outside counsel team pre-litigation support

Harriet Steiner

Partner, BB&K

Harriet.steiner@bbklaw.com, (916) 551-2821

City of Hillsborough, CA – Small cell project manager, outside counsel pre-litigation support

Gail A. Karish

Partner, BB&K

Gail.karish@bbklaw.com, (213) 617-7491

City of Burlingame, CA – New small cell application evaluation

Kathleen Kane

City Attorney

kkane@burlingame.org, (650) 558-7204

5. Fees and Terms

The CTC team will bill at the following hourly rates:

Labor Category	Hourly Rate
Principal Analyst / Engineer ⁴	\$200
Senior Project Analyst / Engineer	\$175
Senior Analyst / Engineer	\$155
Staff Analyst / Engineer	\$135
Communications / Engineer Aide	\$90

Local travel is billed at current standard mileage rates. Non-routine expenses and long-distance travel are recovered at direct cost with no mark-up.

⁴ Lee Afflerbach will bill at the Principal Engineer rate.

Appendix A: Project Team Resumes

Lee Afflerbach, P.E. | Project Manager

Lee Afflerbach is a telecommunications systems engineer with 45 years of experience serving federal, state, and local government clients. Mr. Afflerbach's expertise covers a wide range of broadband (video, voice, and data) communications technologies. He has designed, tested, and planned numerous wireless, coaxial cable, telecommunications, and fiber optic networks for government, public safety, educational, and non-profit clients.

Cellular Technology

Mr. Afflerbach is currently providing ongoing support to municipal clients evaluating options for implementing advanced cellular technology in their respective communities. He serves as the project manager for CTC Media Group's team of engineers who are examining deployment options for the cities of Arcadia, Fremont, Hillsborough, Monterey, Palos Verdes Estates, Piedmont, and Rancho Palos Verdes, California. The assignments include a technical review of applications, oversight of field signal verification measurements, negotiations of technical options/issues with carriers, and expert witness testimony in legal proceedings.

He is currently providing technical analysis services and expert witness testimony in support of the City of Wilmington, Delaware and North Buffalo Township, Pennsylvania as a part ongoing litigation in federal court with wireless carriers. He is also supporting numerous communities examining options for settling wireless facilities siting applications by wireless carriers.

Mr. Afflerbach is a licensed professional engineer and a nationally recognized authority on wired and wireless communications. He has served as a consultant and expert witness for public sector clients.

Broadband Fiber Optic Network Engineering

Mr. Afflerbach has planned and designed communications networks for numerous localities including Montgomery County, Maryland; New York City; Baltimore; Cincinnati; Tampa, Florida; Santa Monica, California; Ventura, California; Tucson, Arizona; Austin, Texas; and St. Paul, Minnesota. These stand-alone broadband networks employ a range of wired and wireless technology to provide video, voice, and data capability within and between municipal and other local facilities.

Mr. Afflerbach has assisted local governments in the cable franchise renewal process, providing technical expertise on state-of-the-art network technologies. He has presented workshops to network users on requirements analysis and system solutions. He has conducted requirements analyses, prepared system-level network designs, provided construction coordination with the cable operator, and supported network integration with existing municipal networks. Mr.

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Afflerbach provides technical franchise renewal support to such communities as Los Angeles, San Francisco, and San Jose, California.

Public Safety Communications

Mr. Afflerbach has been instrumental in the development and implementation of an Enhanced Traffic Advisory Radio System (E-TARS) for the State of Delaware that uses statewide radio signals to distribute traffic and emergency information collected by Delaware's Intelligent Transportation Management System (ITMS). He was also involved in similar efforts for the Georgia Department of Transportation; Arlington County, VA; and Howard County, MD.

Mr. Afflerbach developed a design and deployment strategy for the Howard County Office of Emergency Management and the Arlington County Office of Emergency Management for an AM broadcast radio system to disseminate information to the public during emergency situations. In Howard County, he assisted the County in obtaining AM broadcast radio licenses and developed candidate system designs.

Land Mobile Radio (LMR) System Design

Under funding provided by the Law Enforcement Assistance Administration (LEAA), Mr. Afflerbach performed and managed communications design studies for federal, state, and local law enforcement agencies, including the Federal Bureau of Investigation (FBI), Drug Enforcement Administration (DEA), New York State Police, and Georgia State Police. Tasks involved user requirements analysis, system design, and specification preparation for land-mobile radio, computer-assisted dispatching, and 911 emergency telephone systems.

Instruction/Expertise

Over his career, Mr. Afflerbach has prepared training courses providing information on communications designs, applications, and operations. The courses have been presented at George Washington University, ITS America, University of Maryland, COMNET, University of Alabama, and the National Security Agency.

EMPLOYMENT HISTORY

1983 - Founder and Principal Engineer, CTC Technology & Energy (CTC)
 1981 – 1983 Vice President of Engineering, The Bertman Group, Vienna, Virginia
 1971 – 1981 Group Leader, MITRE Corporation, McLean, Virginia and Frankfurt, Germany
 1969 – 1971 Project Manager, Kelly Scientific Corporation, Washington, D.C.
 1966 – 1969 Staff Engineer, Federal Communications Commission

EDUCATION & LICENSES

Bachelor of Arts, Electrical Engineering, Drexel University, 1966
Professional Engineer—Delaware, District of Columbia, Maryland and Washington

Michael Afflerbach | Senior Analyst

Michael Afflerbach is a broadcast consultant with over 19 years' experience serving clients for CTC and CTC Media Group. At CTC, he supports clients with reviews of applications to site wireless facilities as well as by conducting extensive field measurements; he has recently worked in this capacity for the cities of Rancho Palos Verdes, Monterey, and Palos Verdes Estates in California. He also oversees the CTC Media Group as vice president; in that role, he concentrates on broadcasting and FCC licensing and regulatory issues for CTC Media Group radio stations in North Carolina as well as other broadcast clients in the U.S.

Mr. Afflerbach has been intimately involved in CTC's consulting with the State of Delaware's Department of Transportation (DelDOT) broadcast radio project. Mr. Afflerbach has also been involved in modeling and deploying numerous broadband wireless networks for State agencies and local municipalities.

Mr. Afflerbach has worked with the FCC, FAA, and dozens of municipalities and counties to resolve tower and antenna construction and zoning issues with cellular/mobile providers as well as broadcasters. He has been a member of the Society of Broadcast Engineers (SBE) since 2011 and received a BA from Saint John's College (Annapolis) in 1994.

Tower Regulatory Compliance

For more 19 years, Mr. Afflerbach has worked on communications towers and their regulatory requirements on a federal, state, and local level. As a broadcaster, he owns three radio towers (including one built new in 2004) and is keenly aware of the hurdles which need to be addressed to build or modify communications structures. Over the years, he has worked with other broadcasters and public safety entities to secure antenna placement (often through collocation) to maximize their coverage while dealing with the regulatory forces that limit possible locations.

Additionally, Mr. Afflerbach consults regularly with local governments such as Montgomery County, MD, Arlington County, VA, Carroll County, MD, Huntsville, AL, and Annapolis, MD, to help them determine the technical merits of communications towers and antennas for broadcast, WISPs, other wireless and microwave operators, and cellular providers (including small cell and Distributed Antenna Systems deployment). Using sophisticated computer modelling and FCC databases, he has worked with local planning and zoning officials to verify coverage areas and identify possible alternatives for non-conforming antenna placements.

Wireless Broadband Networking

Over the past four years, Mr. Afflerbach has trained and developed wireless broadband networks (using both licensed and unlicensed spectrum) for a diverse clientele. Using different computer modeling and network management software, he has help deploy or examine the feasibility for local and state government clients to deploy wireless networks for the State of Delaware Department of Transportation (DelDOT); Garrett County, MD; Ellensburg, WA; Port Angeles, WA; Stafford County, VA; and Palo Alto, CA. Mr. Afflerbach has served as a wireless specialist for private Wireless Internet Service Providers (WISPs) and marinas that need wide-area Wi-Fi

CTC Proposal

service and has worked to design and build his own wide area wireless network in New Bern, NC.

AM/FM Broadcast Engineering

Mr. Afflerbach has been working as an active broadcaster and engineering issues for the past 19 years. Along with day-to-day management of WNOS-AM and WWINB-AM in New Bern, NC, he is responsible for all engineering and maintenance aspects of all CTC Media Group-owned AM stations, including WECU-AM in Winterville, NC. Mr. Afflerbach also built and maintains two FM translators (W280ED & W290CB) for rebroadcast of the AM signals in New Bern on the FM band.

For the past 19 years Mr. Afflerbach has performed FCC-mandated engineering tests to determine compliance with proper AM RF Emissions as well as field strength signal measurements for various broadcast clients. Additionally, he has been involved in the practical engineering aspects of upgrading an AM and FM stations power and/or changing of the frequency.

Mr. Afflerbach, after extensive training and experienced operation, owns or has ready access to AM broadcast test equipment including Hewlett-Packard 8591-E Spectrum Analyzer, Potomac Instruments AM FIM-41 Signal Strength Meter, and Delta OIB-1 Operating Impedance Bridge.

Studio Broadcasting/Studio Transmitter Links (STL)/Satellite Audio/Audio-over-IP Engineering

Over the last 19 years, Mr. Afflerbach has designed and built numerous complete broadcast studios for CTC Media Group and other government clients including the City of Evanston, Illinois; Arlington County, Virginia, Office of Emergency Management; Howard County, Maryland, Office of Emergency Management; and the State of Delaware Department of Transportation. These studios operate using state-of-the-art technologies including IP-based audio delivery, computerized automation and audio editing systems.

Mr. Afflerbach continues to work as a pioneer in using audio-over-IP networks to provide remote broadcasts and robust Studio to Transmitter Links (STL) to a network of multiple, synchronized transmitter sites. The use of these technologies allows broadcasters to leverage existing IP networks (both wired and wireless)—including the public Internet—to deliver audio as well as for remote status, monitoring, and alarms.

FCC Regulatory Issues

Mr. Afflerbach has worked on FCC regulatory issues throughout his career. In addition to the regular filings for the three AM broadcast stations currently owned by CTC Media Group, he has overseen an application for a new AM broadcast station through FCC approval. He has extensive experience in preparing FCC applications for AM and FM broadcast stations and other wireless licensed spectrum both for numerous commercial and government clients, as well as the various requirements for numerous waivers and Special Temporary Authorities (STAs) from the FCC. Currently, he also monitors FCC regulations and compliance for the Delaware Department of Transportation (DelDOT) as well as other private broadcast clients.

Education

B.A., St. John's College

Marc Schulhof | Senior Analyst and Technical Writer

Marc Schulhof has 25 years of experience in technical writing, financial journalism, and public and corporate communications. As an analyst and editor, he plays an integral role in developing CTC's client deliverables, including:

- Strategic and master plans (business and engineering)
- Needs assessments
- Feasibility studies
- Requests for proposal (RFP) and requests for information (RFI)
- Survey instruments
- Expert witness testimony
- Federal and regional grant applications
- Wireless facility siting reports
- E-rate RFPs and bids
- Research reports
- White papers

Over the course of his nine years as CTC's senior technical writer, Marc has supported dozens of CTC clients—including the District of Columbia, the states of Connecticut, Delaware, Kentucky, Maryland, and New Mexico, and the cities of Atlanta, Boston, New York, Palo Alto, San Francisco, and Seattle. He has collaborated on white papers on topics related to fiber optic and wireless technologies, including technical reports filed with the Federal Communications Commission. He is the co-author, with CTC President Joanne Hovis, of "The Emerging World of Broadband Public-Private Partnerships: A Business Strategy and Legal Guide."

Prior to joining CTC, Marc was the worldwide editor-in-chief of CIO program websites at IBM, where he established editorial direction for 36 country-specific CIO websites and worked with local editors to update each site's mix of multimedia content. He also wrote and edited feature articles and white papers on information technology and business topics. Earlier, as a global editor at PricewaterhouseCoopers Consulting, Marc wrote and edited reports on a variety of technology and business topics. He served as daily editor of the PwC-sponsored *BusinessWeek Online Handheld Edition*, a news summary service for mobile device users in the pre-smartphone era. Marc began his career at *Kiplinger's Personal Finance Magazine*, where he researched, analyzed, and wrote about a range of complex financial issues, first as a reporter and later as an associate editor.

EDUCATION

Master of Science, Journalism, Northwestern University

Bachelor of Science, Journalism, Northwestern University

EXHIBIT B

INSURANCE REQUIREMENTS

FOR ALL AGREEMENTS

Contractor's performance of the Services under this Agreement shall not commence until Contractor shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Contractor shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Contractor, the Contractor's agents, representatives, employees and subcontractors.

A. Required Minimum Scope of Insurance

- ☒ Coverage shall be at least as broad as:
Insurance Services Office Commercial General Liability coverage:
 - a. Personal injury;
 - b. Contractual liability.
- ☒ Insurance Services Office form covering Automobile Liability (any auto).
- ☒ Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ☐ Professional Liability/Errors and Omissions
- ☐ Crime/Employee Blanket Fidelity Bond
- ☐ Property Insurance against all risks of loss to any tenant improvements or betterments.
- ☐ Pollution Liability Insurance
- ☐ Garage Liability
- ☐ Garagekeepers Insurance
- ☐ Technology Professional Liability Errors and Omissions Insurance (IT Consultant)/Cyber Liability
- ☐ Abuse or Molestation Liability Coverage

A.1 Required for All Contracts

- ☒ Policy Endorsements or Excerpts from the Policy Pursuant to Section D
- ☒ Copy of the Declarations and Policy Endorsements Page for the CGL Policy

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- ☒ General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- ☐ Products/Completed Operations: \$1,000,000 per occurrence/aggregate.
- ☒ Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- ☒ Employer's Liability: Bodily Injury by Accident - \$1,000,000 each accident.
Bodily Injury by Disease - \$1,000,000 policy limit.

Bodily Injury by Disease - \$1,000,000 each employee.

- ☐ Professional Liability/Errors and Omissions: \$1,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
 - ☐ Crime/Employee Blanket Fidelity Bond - \$1,000,000: Contractor, at its own cost and expense, must maintain a Crime/Employee Blanket Fidelity Bond in the amount of \$1,000,000 per employee covering dishonesty, forgery, alteration, theft, disappearance, destruction (inside or outside).
 - ☐ All Risk Property Insurance: Full replacement cost.
 - ☐ Pollution legal liability with limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 policy aggregate. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
 - ☐ Garage Liability: \$1,000,000 per occurrence.
 - ☐ Garagekeepers Insurance: \$1,000,000 per occurrence.
 - ☐ Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
1. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the City may be endorsed onto the Consultant's Cyber Liability as covered property as follows:
 2. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of the Consultant.
 3. The Insurance obligations under this agreement shall be the greater of 1) all the Insurance coverage and limits carried by or available to the Consultant; or 2) the minimum Insurance requirements shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the indemnity or other obligations of the Consultant under this agreement.
- ☐ Abuse or Molestation Liability Coverage: \$1,000,000 per occurrence; \$2,000,000 aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-

insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured (Contractor) or the City.

City reserves the right to review any and all of the required insurance policies, declaration pages, and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

D. Other Insurance Provisions

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

1. **Additional Insured:** The City, its officers, officials, employees, agents and volunteers are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. **Primary and Non-Contributory:** For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
6. **Waiver of Subrogation:** Consultant agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the Services to do likewise.
7. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.
8. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a

primary and non-contributory basis for the benefit of the City of Petaluma before the City of Petaluma's own insurance or self-insurance shall be called upon to protect it as a named insured.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage

NOTE: The City of Petaluma is now using an online insurance program, PINS Advantage. Once you have been awarded a contract with the City of Petaluma, you will receive an e-mail from PINS Advantage/City of Petaluma requesting that you forward the e-mail to your insurance agent(s). Consultant shall furnish the City with Certificate of Insurance along with Declarations and Endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before the Services commence.

EXHIBIT C

ACKNOWLEDGEMENT AND CERTIFICATION PURSUANT TO CITY OF PETALUMA LIVING WAGE ORDINANCE PETALUMA MUNICIPAL CODE CHAPTER 8.36

The City of Petaluma Living Wage Ordinance (“Ordinance”), Petaluma Municipal Code Chapter 8.36, applies to certain service contracts, leases, franchises and other agreements or funding mechanisms providing financial assistance (referred to hereafter as an “Agreement”) between the City of Petaluma (“City”) and/or the Petaluma Community Development Commission (“PCDC”) and contractors, lessees, franchisees, and/or recipients of City and/or PCDC funding or financial benefits (“covered entities”).

Pursuant to Petaluma Municipal Code Section 8.36.120, as part of any bid, application or proposal for any Agreement subject to the Ordinance, the covered entity shall:

- Acknowledge that the covered entity is aware of the Ordinance and intends to comply with its provisions.
- Complete the Report of Charges, Complaints, Citations and/or Findings contained in this Acknowledgement and Certification by providing information, including the date, subject matter and manner of resolution, if any, of all wage, hour, collective bargaining, workplace safety, environmental or consumer protection charges, complaints, citations, and/or findings of violation of law or regulation by any regulatory agency or court including but not limited to the California Department of Fair Employment and Housing, Division of Occupational Safety and Health (OSHA), California Department of Industrial Relations (Labor Commissioner), Environmental Protection Agency and/or National Labor Relations Board, which have been filed or presented to the covered entity within the ten years immediately prior to the bid, proposal, submission or request.

Pursuant to Petaluma Municipal Code Section 8.36.120, before the beginning of the term of any covered Agreement, or prior to the execution of said Agreement by the City or the PCDC, each covered entity shall certify that its employees are paid a living wage that is consistent with Petaluma Municipal Code Chapter 8.36.

By executing this Acknowledgement and Certification, the covered entity (i) acknowledges that it is aware of the Ordinance and intends to comply with its provisions, (ii) attests to the accuracy and completeness of information provided in the Report of Charges, Complaints, Citations and/or Findings contained herein, (iii) certifies that it pays its covered employees a Living Wage as defined in Petaluma Municipal Code Chapter 8.36 and (iv) attests that the person executing this Acknowledgement and Certification is authorized to bind the covered entity as to the matters covered in this Acknowledgment and Certification.

SO ACKNOWLEDGED and CERTIFIED:

Project or Contract I.D: na

CTC Technology & Energy **Date:** 10/21/2020
(Print Name of Covered Entity/Business Capacity)

By Joanne S. Hovis
(Print Name)

DocuSigned by:
/s/Joanne S. Hovis
47688967593C4EA
(Signature)

Its Joanne S. Hovis
(Title /Capacity of Authorized Signer)

**REPORT OF CHARGES, COMPLAINTS, CITATIONS AND/OR FINDINGS
PURSUANT TO PETALUMA MUNICIPAL CODE SECTION 8.36.120**

FOR EACH WAGE, HOUR, COLLECTIVE BARGAINING, WORKPLACE SAFETY, ENVIRONMENTAL OR CONSUMER PROTECTION CHARGE, COMPLAINT, CITATION, AND/OR FINDING OF VIOLATION OF LAW OR REGULATION BY ANY REGULATORY AGENCY OR COURT, INCLUDING BUT NOT LIMITED TO THE CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, DIVISION OF OCCUPATIONAL SAFETY AND HEALTH (OSHA), CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (LABOR COMMISSIONER), ENVIRONMENTAL PROTECTION AGENCY AND/OR NATIONAL LABOR RELATIONS BOARD, WHICH:

- AFFECTS YOU AS A PROSPECTIVE CONTRACTOR, SUBCONTRACTOR, LESSEE, FRANCHISEE AND/OR PARTY TO ANY CITY OF PETALUMA AND/OR PETALUMA COMMUNITY DEVELOPMENT COMMISSION-FUNDED AGREEMENT OR BENEFIT SUBJECT TO PETALUMA MUNICIPAL CODE CHAPTER 8.36 (LIVING WAGE ORDINANCE), AND
- HAS BEEN FILED OR PRESENTED TO YOU WITHIN THE TEN YEARS IMMEDIATELY PRIOR TO THE BID, PROPOSAL, SUBMISSION OR REQUEST FOR WHICH THIS ACKNOWLEDGEMENT AND CERTIFICATION IS MADE.

PLEASE PROVIDE THE DATE, THE REGULATORY AGENCY OR COURT MAKING THE CHARGE COMPLAINT, CITATION OR FINDING, THE SUBJECT MATTER AND THE MANNER OF RESOLUTION, IF ANY, FOR EACH SUCH CHARGE COMPLAINT, CITATION OR FINDING.

IF NONE, PLEASE STATE "NONE": ^{none} _____

ATTACH ADDITIONAL PAGES IF NEEDED.

Date: ^{10/21/2020} _____

Regulatory Agency or Court: ^{na} _____

Subject Matter: ^{na} _____

Resolution, if any: ^{na} _____

Expected resolution, if known: ^{na} _____