

CS-16-181

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

Cm2421

CONTRACTOR INFORMATION

Name: CityScape Consultants, Inc.

Address: 7050 W Palmetto Park Road #15-652, Boca Raton, Florida 33433
City State Zip

Contractor's Administrator Name: Richard (Rick) Edwards Title: President

Tel#: (561) 558-2808 Fax: _____ Email: rick@cityscapegov.com

CONTRACT INFORMATION

Contract Name: Wireless Telecommunications Master Plan Contract Value: \$47,475.00

Brief Description: A comprehensive approach to address existing and future wireless infrastructure in Nassau County

Contract Dates : From: _____ to: _____ Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Professional Services exempt under Sect. 5.8 Purchasing Policy

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | | |
|----|--|----------------|------|--|
| 1. | <u>[Signature]</u>
Department Head Signature | _____ | Date | <u>Dept. Planning & Economic Opp.</u>
Submitting Department |
| 2. | <u>Charlotte E. Young</u>
Contract Management | <u>5/18/17</u> | Date | <u>01001515-531-0000</u>
Funding Source/Acct # |
| 3. | <u>[Signature]</u>
Office of Management & Budget | <u>5-18-17</u> | Date | |
| 4. | <u>[Signature]</u>
County Attorney (approved as to form only) | <u>5/18/17</u> | Date | |

Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 5-18-17
Shanea D. Jones Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

CityScape

CONSULTANTS, INC.

May 23, 2017

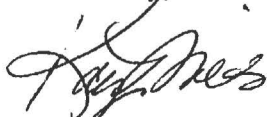
Ms. Charlotte J. Young, CPPB
Contract Management
Nassau County
96135 Nassau Place, Suite 6
Yulee, Florida 32097

**Re: Agreement for Wireless Consulting Services between CityScape
Consultants, Inc. and Nassau County**

Dear Charlotte,

Attached please find an original Agreement referenced above, executed on behalf of CityScape Consultants, Inc. Thank you very much for your assistance in finalizing this agreement with CityScape. Please don't hesitate to contact me direct at 954-609-9797 should you require anything additional.

Sincerely,



Kay Miles
Enclosure

AGREEMENT FOR WIRELESS CONSULTING SERVICES

This AGREEMENT FOR WIRELESS CONSULTING SERVICES, is made and entered into by and between CityScape Consultants, Inc., a Florida Corporation, hereinafter referred to as the "Consultant", and Nassau County, Florida, a body politic and corporate of the State of Florida, hereinafter referred to as the "County". The Consultant and County are collectively referred to as the "Parties."

WHEREAS, Section 704 of the Telecommunications Act of 1996 mandates that local government cannot prohibit the provision of personal wireless services and requires local government to not unreasonably discriminate among providers of functionally equivalent services; and

WHEREAS, the County desires to engage the services of the Consultant to perform consulting services regarding the development of a comprehensive Wireless Telecommunications Master Plan (Wireless Plan) for Nassau County, which would include the City of Fernandina Beach; and

WHEREAS, the County staff believe it is in the best interest of the County to develop a Wireless Master Plan for the entire County and to include the City of Fernandina Beach in the Wireless Master Plan; and

WHEREAS, the Master Plan will benefit the Citizens, Government staff and providers in developing a Master Plan for wireless services; and

WHEREAS, based upon CityScape's work with local governments, the County staff recommend utilizing the services of CityScape Consultants, Inc., based upon their knowledge and ability; and

WHEREAS, CityScape Consultants Inc. works exclusively for local governments and has provided County and City wide wireless telecommunications facilities master plans; and

WHEREAS, a comprehensive plan is intended to balance the goals of providing good wireless network services throughout the County while minimizing the visual impacts of the telecommunications infrastructure.

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be performed by Consultant.** The Consultant shall perform those services associated with the development of a Wireless Plan described in Exhibit "B" of this Agreement. In performing such approved services, the Consultant shall comply with all federal, state and local laws and regulations applicable to the performance of such services. The Consultant shall perform services diligently and completely and in accordance with generally accepted professional standards of conduct and performance.
2. **Duration of Contract.** This Agreement is effective on the date it is signed by both parties (the "Effective Date") and shall be in full force for a period of one (1) year. Upon approval by the County, this Agreement may renew for successive terms of three (3) months until the County's final approval and adoption of the completed Wireless Plan.
3. **Compensation and Method of Payment.** Consultant shall receive as compensation for the performance of services contemplated by this Agreement, the fees, as set forth in Exhibit "B" of this Agreement. Consultant shall invoice the County as each Task set forth in Exhibit "B" is completed and submitted to the County.

4. Notices. Whenever any notice is required or permitted, such notice shall be in writing and shall be deemed sufficiently given if delivered by hand or by guaranteed overnight delivery service to the address of the party to be notified or if deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to be notified as follows:

CONSULTANT: CityScape Consultants, Inc.
7050 W Palmetto Park Rd #15-652
Boca Raton, FL 33433
Attn: Kay Miles, Business Manager
Email: kay@cityscapegov.com
Tel: 877-438-2851 Fax: 877-220-4593

COUNTY: Nassau County
96161 Nassau Place
Yulee, FL 32097
Attn: Taco E. Pope, Director
Dept. of Planning & Economic Opportunity
Email: tpope@nassaucountyfl.com
Tel: (904) 530-6300 Fax: (904) 491-3611

Notices delivered in accordance with this paragraph shall be deemed received on the date of delivery to such address or, if mailed, three days following deposit in the United States mail. Either party may change its address for delivery of notice by giving notice of change of address in compliance with the terms of this Section.

5. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, proposals and any other agreement of any kind relating to the subject matter of this Agreement. There are no representations or understandings of any kind not set forth herein. Any modification of this Agreement shall be in writing and executed by both parties hereto.
6. Governing Law; Jurisdiction; Venue. The construction and performance of this Agreement shall be governed by and construed pursuant to the laws of the State of Florida. Venue for any legal actions initiated concerning this Agreement or arising in any way from and out of this Agreement shall be brought in the appropriate state court sitting in Nassau County, Florida, having jurisdiction over said claim. The parties waive any right they may have to venue in any other jurisdiction.
7. Authority. Each party hereto represents to the other party that such individual executing this Agreement on behalf of that party is authorized by the requisite action of the party to execute this Agreement.
8. Insurance. Insurance requirements pursuant to Exhibit "A".
9. Project Records and Documents. Each party, upon reasonable request of the other party, shall permit examination or audit of all project-related records, books, documents, and papers during or following completion of the project. Each party shall maintain such records, books, documents, and papers for at least three (3) years following completion of the services performed.
10. Assignment. Neither party may assign or transfer its rights or obligations under this Agreement without prior written consent of all other parties.

11. Indemnification. Consultant agrees to protect, defend, indemnify and hold County and City, its employees and elected and appointed officials, harmless from any and all claims, damages, costs, liability, or expenses (including attorney's fees) arising out of or in any way connected with the activities and performance of the Consultant, Consultant's employees, agents, sub-Consultants and anyone else working for or on behalf of Consultant arising out of or from the Work.
12. Relationship. Nothing herein shall be construed to imply a joint venture, partnership, or principal-agent relationship between the County and Consultant; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed in writing.
13. Liability for Payment. The fees provided for herein for Consultants services shall be paid by the County. Consultant shall assist the County and City of Fernandina Beach in amending its existing regulations to permit recovery of some or all of the fees from the site applicants while remaining in compliance with applicable state law regarding fees for expert review.
14. Public Records.
(A) The County and City public agencies are subject to Chapter 119, Florida Statutes. Under this agreement, to the extent that Consultant is providing services to the County and City, and pursuant to Section 119.0701, Florida Statutes, the Consultant shall;

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(B) REQUEST FOR RECORDS; NONCOMPLIANCE

- (1) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Consultant of the request, and the Consultant must provide the records to the public agency or allow the records to be

inspected or copied within a reasonable time.

- (2) If a Consultant does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- (3) A Consultant who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10, Florida Statutes.

(C) CIVIL ACTION

- (1) If a civil action is filed against a Consultant to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees, if:
 - (a) The court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
 - (b) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, the public agency and to the Consultant.
- (2) A notice complies with subparagraph (1) (b), if it is sent to the public agency's custodian of public records and to the Consultant at the Consultant's address listed on its contract with the public agency or to the Consultant's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format. A Consultant who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 23rd day of May, 2017.

CONSULTANT: CITYSCAPE CONSULTANTS, INC.

By: [Signature]
Title: VP Business Manager

Date: 5/23/2017

ATTEST:
[Signature]
Richard L. Edwards
Print Name

COUNTY: NASSAU COUNTY, FLORIDA

By: [Signature]
Title: County Manager

Date: 5-18-17

ATTEST:
[Signature]
Charlotte J. Young
Print Name

EXHIBIT "A"
GENERAL INFORMATION AND INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

AUTOMOBILE LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Contractor/Vendor, insured Sub-Contractor/Vendor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor/Vendor or Sub-Contractor/Vendor.

EXCESS LIABILITY INSURANCE

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Excess Liability (Umbrella Form) insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

The Contractor/Vendor shall purchase and maintain at the Contractor/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

Each Occurrence/Annual Aggregate	\$1,000,000
Project Specific	

If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation, are primary and noncontributory to any insurance maintained by the Contractor/Vendor.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Excess Liability policy (ies).

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement.

If the Contractor/Vendor fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Contractor/Vendor, in which event, Contractor/Vendor shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Contractor/Vendor for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in Contractor/Vendors coverage based on the evidence of insurance provided by the Contractor/Vendor shall not be construed as a waiver by Nassau County Board of County Commissioners of Contractor/Vendor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Contractor/Vendors liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Contractor/Vendor's right under any policy with higher limits, and no policy maintained by the Contractor/Vendor shall be construed as limiting the type, quality or quantity of insurance coverage that Contractor/Vendor should maintain. Contractor/Vendor shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Contractor/Vendor or any Sub-Contractor/Vendor contains deductible(s), penalty(ies) or self-insured retention(s), the Contractor/Vendor or Sub-Contractor/Vendor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Contractor/Vendor to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.

Contract No.: CM2421

EXHIBIT "B"
Wireless Telecommunications Master Plan
Scope of Services Attached

CityScape CONSULTANTS, INC.

Wireless Telecommunications Master Plan



**Nassau
County and
City of
Fernandina
Beach, FL**

CityScape Consultants, Inc.
April 11, 2017
www.CityScapeGov.com

SCOPE OF SERVICES

This proposal is a comprehensive approach to address existing and future wireless infrastructure deployments in and around Nassau County (County) and the City of Fernandina Beach (City or COFB).

CityScape Consultants, Inc. (CityScape) works exclusively for local governments. CityScape's staff include a Florida registered Professional Engineer (PE), a federally licensed Radio Frequency (RF) Engineer, a telecommunication attorney, a land use planner and experts experienced in wireless facility design, development and operations.

Wireless Telecommunications Facilities Master Plan: Producing a County and City-wide Wireless Telecommunications Facilities Master Plan, including an assessment of existing wireless facilities, determination of eligible and non-eligible facilities, mapping of existing facility locations and presentation of coverage gap analysis, network gap closure recommendations and revising or amending the wireless facilities ordinance based on gap analysis.

The Wireless Telecommunications Facilities Master Plan (Wireless Master Plan) is intended to facilitate the creation of an optimized wireless telecommunications study and environment that is efficient, capable and will meet the long-term forecasted wireless user requirements in the County and COFB. A comprehensive plan is intended to balance the goals of providing good wireless network service throughout the County and City while minimizing the visual impacts of the telecommunications infrastructure. It is an illustrative planning tool and guide for developing planning policies for future wireless communications infrastructure. The Wireless Master Plan includes a framework for maximizing network coverage while minimizing the future number of new telecommunication facilities; and suggestions for design standards that will guide decisions about the siting of future communication facilities.

The Wireless Master Plan will provide an overview on network deployment practices, an inventory of existing wireless infrastructure throughout the County and City, theoretical propagation mapping for network gap analysis, ten-year projection maps of potential future network deployment patterns and design and siting recommendations for meeting future network deployment objectives over the next ten to fifteen years.

Wireless Telecommunications Facility Master Plan and Ordinance

CityScape will produce a Wireless Telecommunications Facilities Master Plan, including assessments of wireless facilities, definition of eligible and non-eligible facilities, and writing a comprehensive wireless facilities ordinance.

This uniquely customized Wireless Master Plan program includes land use planning and zoning recommendations, assessment and mapping and stakeholder informational workshops. CityScape will develop a Wireless Master Plan cataloging all existing wireless infrastructure while developing a realistic future deployment blueprint that will allow communities to control the growth while maintaining the aesthetics of the community. A comprehensive master plan is a pro-active approach to manage local government's long-range goals and objectives for wireless telecommunications.

CityScape approaches the wireless master planning process similar to goals and objectives of other long-range plans, such as roadway improvements and the extension of water and sewer lines. CityScape's unique master planning process combines land-use planning strategies with the industry-accepted radio frequency (RF) engineering standards to create an illustrative planning tool that complements the need for expanded wireless telecommunications services while meeting local and state zoning regulations and federal guidelines. Recommendations for maximizing collocations on all existing towers (publicly and privately held) and identification of potential public owned property, as future tower locations are the core focus of this process.

CityScape's master planning is organized in 3 phases and tasks for an efficient and streamlined process as follows:

- Phase 1 - An inventory of all existing towers and antenna facilities within the County and COFB;
- Phase 2 - An inclusive wireless network model and deployment plan designed for the County and City's wireless future and how the use of certain public-owned properties can be an additional source of revenue; and
- Phase 3 - Recommendations for updating existing zoning regulations to meet new Federal regulations for streamlined review and permitting process.

The first phase of the plan development includes identification and site visits to all existing wireless communication towers and base stations throughout the County and City. This information is used by engineering to map and study the existing wireless infrastructure deployment patterns. Phase 2 includes mapping the network coverage patterns from the assessed sites to show the gaps in network coverage. The gap analysis and theoretical mapping predictions illustrate complete network coverage with the County and City's zoning jurisdiction. Phase 3 includes zoning solutions to promote complete coverage while minimizing the number of new future sites and maximizing land use authority to maintain aesthetics and land use compatibility.

Ultimately the Wireless Master Plan is a realistic tower placement plan that improves network coverage and minimizes the overall number of new towers built in the County and City with less controversy. The plan minimizes tower proliferation and simplifies the wireless providers' network deployment to enable all technology of wireless services to the citizens in an expedient and efficient manner. Most importantly this process will ensure compliance with new federal legislation requiring local government to provide all wireless providers with equal access for the development of their systems and contemplate what will be emerging technologies for wireless, high-speed broadband, 5G, small cell, ODAS and other technologies.

PHASE 1. Research and Assessment of Existing Wireless Infrastructure

• TASK A: Preliminary Research for Data Assessments

Preliminary research and acquisition of tower data for fieldwork for complete assessments of existing antenna, towers, base stations and if applicable, identified public-owned land. CityScape provides assessment of existing antenna locations throughout the County and COFB by visiting all structures and facilities. The beginning database for the assessments comes from a number of sources including actual data and permits obtained from the County and COFB for wireless infrastructure, research of FCC registered site locations, direct information from existing service providers and tower owners active in the County and City, the County and City's GIS, and through actual site visits to each location.

DELIVERABLES:

- 1) Scheduled date for Kick-Off Meeting (Public Workshop #1) and Assessments (to be within three weeks after all data is attained from County and COFB.)

• TASK B: Project Kickoff Meeting and Assessments

CityScape will review state statutes, local ordinances, development standards unique to the County and COFB, wireless concealment techniques and specific concerns of wireless infrastructure deployments on public-owned and private lands. CityScape will facilitate meetings with staff and any other stakeholders to discuss wireless telecommunication deployment issues and strategies to improve deployment practices within the County and COFB. The *Kick-off Meeting* will specifically address, but is not limited to the following:

- Introduction to the CityScape program and explanation of the Scope of Services and the goals and objectives of the program. CityScape will present the Impact the Telecommunications Act of 1996 and subsequent federal regulations will have on the process.
- CityScape will establish goals and expectations of the County and COFB that will facilitate workflow and meet final objectives and timeline requirements of the CityScape program.

- CityScape will provide information on the history of wireless telecommunications and explain network design and deployment practices utilized by the wireless telecommunications industry.
- CityScape will present an overview of concepts behind wireless facilities planning and zoning. The purpose of the overview will be to familiarize the County and COFB with the Ordinance and Master Planning process and to introduce a working vocabulary. A basic but thorough understanding of the technical aspects of the project will provide decision-makers with the background necessary to ensure the development of an effective and legally defensible Ordinance.
- CityScape will gather information from staff concerning local wireless issues, policies, priorities, agency interactions, opportunities and plan recommendations relating to wireless and begin to establish County and COFB goals for the Wireless Master Plan with assistance from staff and stakeholders.
- CityScape will provide questionnaire for concealment options for the County's consideration for future wireless infrastructure to aid in developing appropriate development standards in the draft Ordinance. *[At County's discretion, questionnaires may be applied through PowerPoint distribution or new up to date interactive polling software and advancing technologies to view instant displayed results of responses and data for additional rental fee of devices at cost if applicable.]*
- CityScape will assess all antenna, tower and base stations by visiting each site to take pictures and record observation.
- *Optional - CityScape will receive from the staff a list of public-owned properties to assess as potential locations for new wireless telecommunications infrastructure.*

DELIVERABLES:

- 1) Project Kickoff Meeting and Presentation (Public Workshop #1) to staff and stakeholders;
 - Site visits and assessment of all antenna, towers and base stations.
- 2) Questionnaire responses from:
 - Elected and appointed officials, staff, and wireless and citizenry stakeholders.

PHASE 2. Inventory Catalog and Propagation Mapping

The staff and CityScape will conduct a Community Meeting/Presentation (Public Workshop #2) to present to the stakeholders mapping based on the responses to the various preference surveys that fill in the gaps in coverage. CityScape will analyze the information received from the Kick-off meeting, discuss with planning staff, agree on wireless facility scenarios to be studied and prepare more detailed propagation maps in the following order:

- Review all infrastructures, and other relevant information provided by the client's staff to ascertain the current deployment environment.
- Review variables such as population density, terrain profile data, RF blanketing and saturation, and intermodulation studies to create coverage and gap analysis maps for the Wireless Master Plan.
- Provide recommendations on filling in identified coverage gaps.
- Provide recommendations on strategies to develop revenue from certain public-owned property locations.

DELIVERABLES:

- 1) **Public Workshop #2.**
- 2) Draft Inventory catalog to include: *Inventory of existing antenna sites:* including photograph, identification by latitude and longitude and street address; tower ownership, type of infrastructure and wireless services provided at each location; observation of site conditions; and *Inventory of public-owned lands:* including photograph, identification by latitude and longitude and street address, and recommendation for future potential use for property for wireless communication purposes.
- 3) CityScape will prepare and present propagation maps based on the fieldwork and site assessment process. Theoretical and propagation map scenarios for discussion and planning purposes will include.
 - Theoretical Root Mean Square (RMS) and theoretical propagation mapping at propagation mapping at "X" feet with and *without* consideration of population density or vegetation for low and high MHz

frequencies

- Theoretical propagation mapping at "X" feet *with* consideration of existing antenna locations population density or vegetation for low and high MHz frequencies
- Propagation gap analysis maps with 10-year anticipated population density and network and capacity increases from strategic antenna locations and if applicable, including use of public-owned land analysis.

PHASE 3. Development of Wireless Master Plan and Ordinance Amendment Recommendations

▪ TASK A: Ordinance Review and Amendment Recommendations

CityScape will review existing land use development standards in the County and COFB zoning regulations and processes. The review will be comprehensive and not limited to review of specific guidelines to remain consistent with current deployment practices and current federal and state guidelines. Cross-referenced review of wireless facility regulations to other zoning standards, permitted use charts, definitions, and other underlying zoning and land use development standards will be used to uncover inconsistencies and loopholes. CityScape will review the materials provided by the County and COFB with particular attention to:

- Strengths and weaknesses of the existing zoning regulations and process;
- Strategies to improve visual aesthetics of new facilities and examine possibilities for concealed facilities;
- Compliances with federal and state mandated guidelines; and
- Effectiveness of the intent of the zoning regulations and process.

Upon completion of the zoning review, CityScape will provide a redline of the existing ordinance with comments to the County and COFB. The draft recommendations will implement the policies articulated by the County and COFB stakeholders at the previous meetings. At County and COFB discretion, CityScape will draft a new model ordinance for adoption based on the studies of the Wireless Master Plan. The Ordinance will include detailed diagrams/graphics related to specific tower/antenna types for implementation in context sensitive applications.

CityScape will address leasing public-owned lands based on the land assessments and the engineering data of the Wireless Master Plan and make recommendations on which public-owned lands could provide the best opportunity to the County, COFB and wireless industry in future deployments. CityScape will also recommend possible public policy changes that could improve the process to meet the goals and potential opportunities of the County and COFB to market public-owned property and achieve optimal revenues from this project.

DELIVERABLES:

- 1) Written commentary pertaining to CityScape's Ordinance review or a new model ordinance for the County and COFB.

▪ TASK B: Draft of Master Wireless Plan

CityScape will provide a Public Workshop #3 meeting to present to the stakeholders revised propagation maps based on the feedback/concerns from Public Workshop #2 and input from the Planning and Zoning Board (if applicable). A preliminary review draft of the Wireless Master Plan will be provided to staff for review and comment and subsequent revision, staff sign off and revised Master Plan and final reviews by CityScape.

DELIVERABLES:

- 1) CityScape will prepare revised propagation maps (if applicable) based on discussions with stakeholders.
- 2) **Public Workshop #3.** CityScape will present the draft Wireless Master Plan including zoning amendment recommendations to the stakeholders.
- 3) The draft Wireless Master Plan document shall, at minimum, include:
 - County and City goals and maps from previous meetings;
 - Analysis of population and population density trends, service providers, and public-owned land locations;

- Diagrams and pictures of specific and preferential towers and antenna types agreed to by the County and COFB stakeholders;
- Engineering analysis illustrating the benefit of utilizing certain public-owned sites on revised propagation maps; Ordinance recommendations based on master planning process and mapping;
- Wherever applicable, all mapping and data included in the Wireless Master Plan will be provided in ESRI ArcMap compatible format.

- TASK C: Project Completion and Submittal of Final Wireless Master Plan

After securing staff and stakeholder input, CityScape will refine the draft Wireless Master Plan to address the consensus concerns and prepare a revised final document for submission to staff for review, comment and sign off; and then to elected officials for review, public input and approval. It will be CityScape's responsibility to provide all written and presentation materials.

CityScape will submit the final Wireless Telecommunications Facility Master Plan to staff for its final review, approval and print. Project will be completed upon submittal of all project deliverables of the final Wireless Master Plan and Ordinance recommendations to the County and COFB.

DELIVERABLES:

- 1) Final Wireless Master Plan – two (2) bound color books and PDF/digital format.

Wireless Master Plan Cost of Services

Phase/Task	Description	Duration	Cost
PHASE 1: *Task A: Preliminary Research for Data Assessments	Research and assembly of required tower/antenna database of all known existing tower and wireless antenna locations, including any map layers from County for base mapping. A listing of potential public properties to assess for future wireless infrastructure.	Up to 9 weeks	\$3,825.00
*Task B: Project Kickoff Meeting and Assessments <i>Kickoff Meeting - Initial Outreach: 1. COFB; 2. South End; 3. Yulee; 4. Westside</i>	Assessment of existing towers and antenna locations and assessment of identified public-owned land. Strategies specific to facilitate orderly wireless network deployment; includes theoretical RMS and propagation coverage maps.	1-2 Weeks	\$10,625.00 \$6,000.00 ^A
PHASE 2: *Inventory Catalog and Propagation Mapping <i>Public Workshop #2 - PZB Meeting: 1. County 2. COFB</i>	Related mapping necessary to present inventory analysis, propagation coverage and engineering analysis including 10-year anticipated growth forecast. Inventory catalogue and site-specific recommendations; workshop(s) to finalize public policy approach for draft ordinance revisions.	3-6 Weeks	\$11,275.00 \$1,500.00 ^A
PHASE 3: *Task A: Ordinance Review and Amendment Recommendations	Draft of complete zoning amendment recommendations for ordinance revisions or new model ordinance for County and COFB;	2-3 Weeks	\$6,500.00
*Task B: Draft Wireless Master Plan and Ordinance <i>Public Workshop #3 - Commission Meeting: 1. County 2. COFB</i>	Draft Wireless Master Plan and Ordinance recommendations into draft document for presentation to County Board of Supervisors and staff	3-6 Weeks	\$3,250.00 \$1,500.00 ^A
*Task C: Project Completion	Submission of final product materials.	2-4 weeks	\$3,000.00
Total Master Plan and Ordinance (Estimated timeline 14-28 weeks^{**}):			\$47,475.00*

*All tasks will be invoiced upon completion and submission of each Task. All travel related expenses are included in the total contracted amount. Master Plan project includes three (3) total presentation meetings and/or workshops.

^AAdditional meetings: Five additional meetings have been contemplated and County will only be billed for the number of actual additional meetings (\$1,500.00 per meeting) provided by CityScape.

^{**}Estimated expedited timeline does not take into consideration required advertisement for public meetings or the clients existing workload or existing public meeting schedules.

Note: Staff will assist CityScape with scheduling any public meetings required with necessary planning and community groups, public notification and arrangements for meeting dates, and times and locations in conjunction with CityScape's calendar. Staff will be responsible for public notification, location, meeting arrangements, and the recording of the sessions.