

CS-17-137

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

cm2509

CONTRACTOR INFORMATION

Name: CityScape Consultants, Inc

Address: 7050 W Palmetto Park Rd #15-652 Boca Raton FL 33433

Contractor's Administrator Name: Kay Miles Title: Business Manager

Tel#: (877) 438-2851 Fax: (877) 220-4593 Email: kay@cityscapegov.com

CONTRACT INFORMATION

Contract Name: Agreement for Wireless Consulting Servies Contract Value: \$6,500.00

Brief Description: Perform services associated with the review of wireless communications facilities application submitted on behalf of JEA for a new Wireless Communications Facility proposed at a location with a parcel identification number 01-2n-27-0000-0003-0030.

Contract Dates : From: Approval to: TBD Status: X New ___ Renew ___ Amend# ___ WA/Task Order

How Procured: ___ Sole Source ___ Single Source ___ ITB ___ RFP ___ RFQ ___ Coop. ___ Other

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. Department Head Signature Date 12/2/17 Submitting Department PEO
2. Contract Management Date 12/5/17 Funding Source/Acct # Professional Services/04247515-531025 MS 12/6/17
3. Office of Management & Budget Date 12-7-17
4. County Attorney (approved as to form only) Date 12/1/17

Comments:

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

Shanea D. Jones Date 12-18-17

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

17 DEC -5 PM 3:25



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 for the County consulting services regarding the review of wireless application(s) to the County to ensure the County's compliance with the aforementioned provisions of existing and proposed federal regulation and legislation; and to minimize the aesthetic impact of these facilities on the County; and

WHEREAS, the Consultant desires to consult with appropriate County staff as an independent Consultant of the County on regarding wireless telecommunications issues or projects within the County; and

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 review of wireless communications facilities application for a conditional use submitted on behalf of JEA for a new Wireless Communications Facility proposed at a location with a parcel identification number 01-2N-27-0000-0003-0030 in Nassau County, and further described in Exhibit "A" 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 and until the County's final decision on the subject application.
3. **Compensation and Method of Payment.** For its services in connection with the review of wireless telecommunications facility applications, Consultant shall receive as compensation for the performance of services contemplated by this Agreement, a fee, as shown in Exhibit "B" of this Agreement. Consultant's fee will be invoiced and paid by the County upon completion and submittal of application review and/or hearing attendance, if required.
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:

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. Consultant shall maintain a general liability policy in the amount of \$1,000,000 dollar naming the County as an additional insured thereon.
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, 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 in amending its existing regulations to permit recover 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 is a public agency subject to Chapter 119, Florida Statutes. Under this agreement, to the extent that Consultant is providing services to the County, 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

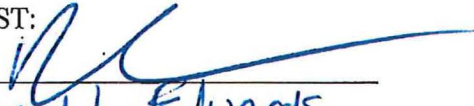
- Consultant the reasonable costs of enforcement, including reasonable attorney fees, if:
- (a) The court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
 - (b) At least 8 business days before filing the action, the plaintiff provided 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 18th day of December 2017.


CONSULTANT: CITYSCAPE CONSULTANTS, INC.

By: 
Title: VP/BS Manager

Date: 1/2/2018

ATTEST:

Richard L. Edwards
Print Name

COUNTY: NASSAU COUNTY, FLORIDA

By: 
Title: County Manager

Date: 12-18-17

ATTEST:
Sabrina Robertson
Sabrina Robertson
Print Name

EXHIBIT A

THIRD PARTY EXPERT SITE PLAN APPLICATION REVIEWS

Consultant will provide expert review (Site Application Review) of Wireless Facility Application submitted to the County for the placement and construction and/or modification of personal wireless service facilities to ensure they meet the requirements of the zoning, permissible structure height, safety and aesthetics and compliance with applicable federal guidelines. Consultant will conduct a technical evaluation of the applicant's request for facilities to include but not limited to:

- Accuracy of data and application completeness of submission;
- Assurance that the County works within the confines of the applicable "shot clock" and meets the time allowed for disposition of telecommunications applications;
- Applicability of analysis techniques and methodologies;
- Validity of conclusions reached;
- Compliance with all applicable federal, state, and local structural codes.
- Whether the proposed wireless telecommunications facility complies with the applicable approval criteria set forth in the County's local regulations;
- Determination if the search ring is adequate based on generally accepted cellular, PCS, ESMR, ISP, paging and other engineering principles for the intended site;
- Evaluation of proposed height based on capacity, coverage or upgrades;
- Evaluation of the site option and/or any alternative site location options and collocations/modifications/upgrades;
- Evaluation of compliance with existing ordinance and regulations (*i.e.*, setbacks, tower separations, ordinance definitions, etc.)
- Compliance with zoning requirements to include, but not limited to correctness of concealed design, low profile antenna installation, maintaining correct number of approved zoning collocations and assurance of matching concealment;
- Compliance with the Telecommunications Act of 1996, Tax Relief and Job Creation Act of 2012, and other applicable federal laws, state and local rules and regulations, whether now existing or hereafter enacted;
- Compliance with any state wireless statutes;
- Evaluation of aesthetic impacts and possible mitigation of, structures, shelters, containers and landscaping to provide a more aesthetically pleasing solution;
- Evaluation of Federal Communications Commission (FCC) Radio Frequency (RF) exposure compliance;
- Evaluation of compliance with public safety communications systems;
- Other lawful matters deemed by the County to be relevant to determining whether a proposed wireless telecommunications facility complies with the provisions of the County's regulations.

The County will forward to Consultant the application submittal package, or arrange for Consultant to receive submittals simultaneously and electronically from the applicant for which the review is required. When all submission items are deemed **complete**, Consultant within fifteen business (15) days will submit to the County a written report summarizing the petitioner's request and detailing the findings. Consultant will notify the County's Project Planner of any additional materials required to conduct a comprehensive review of the application. Consultant will provide the County with the required number of requested copies of written analysis, submitted via Federal Express, next day delivery, including a PDF copy via electronic mail. Upon request and advanced scheduled notice by the County, Consultant will attend related zoning hearing for expert testimony and will also be available to generate any follow-up submittal letters pertaining to expert testimony regarding a petitioner's application.

EXHIBIT B
THIRD PARTY EXPERT SITE PLAN APPLICATION REVIEWS
CONSULTING FEES

Wireless Application Review Project Fees

CityScape's application review services are provided at a fixed cost, which are paid for by the applicant. The fee is set per review and there are no additional or hidden costs.

<i>Site Review and Analysis – New Structure</i>	
<ul style="list-style-type: none">• <i>New structure review to include attendance by Engineer at: two (2) related visits (i.e. site visit, planning board, public hearing, etc.)</i>• <i>Review analysis; no attendance at related public hearings</i>	 \$ 6,500.00* \$ 5,000.00

**Includes all travel related expenses.*

The review fee includes an initial review for "technical completeness," evaluation of the application and submitted materials and/or follow-up review and/or letters on same application. There will be no incidental charges associated with the review fee (i.e., faxing, emailing, printing and reproduction costs). The site review for a new tower application may include attendance, as requested in advance by the County, at related planning/zoning hearings to provide expert testimony and assistance to the County.

The review fee will be paid directly to the County by the applicant, through the County's application and review process. CityScape will invoice the County for the review upon the completion and submittal of the completed review and analysis by CityScape and attendance at any scheduled meetings at the discretion of the County.