

CONTRACT APPROVAL FORM

(Contract Management Use only)

CONTRACT TRACKING NO.

CM2663

CONTRACTOR INFORMATION

Name: CityScape Consultants, Inc.

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

City State Zip

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

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

CONTRACT INFORMATION

Contract Name: Agreement for Wireless Consulting Services Contract Value: \$5,000

Brief Description: Perform services associated with the review of a wireless communication tower submitted on behalf of JEA. Proposed Verizon Tower to be located on current JEA Nassau Substation property located at 85960 Wilson Neck Rd., Yulee, Florida

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

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

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	<u>1/9/19</u> Date	<u>Planning & Economic Opportunity</u> Submitting Department
2. <u>Stacy Haines</u> Contract Management	<u>2/15/19</u> Date	<u>04000000 / 115010</u> Funding Source/Acct #
3. <u>[Signature]</u> Office of Management & Budget	<u>2/20/19</u> Date	
4. <u>[Signature]</u> County Attorney (approved as to form only)	<u>2/20/19</u> Date	

MS
2/19/19

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Comments: _____

COUNTY MANAGER - FINAL SIGNATURE APPROVAL

[Signature] 2/20/19
Michael Mullin 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

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 Board of County Commissioners, 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 submitted on behalf of JEA for a proposed new Wireless Communications Facility at a location with a parcel identification number 43-2N-27-0000-0001-0010 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. Invoices for services shall be paid within forty-five (45) days, in accordance with the Florida Prompt Payment Act.
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 Board of County Commissioners
96161 Nassau Place
Yulee, FL 32097
Attn: Taco E. Pope, Director
Dept. of Planning & Economic Opportunity Email:
tpope@nassaucountyfl.com
Tel: (904) 530-6300

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 liability insurance in the amounts provided for in Exhibit "C" 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 he reasonable costs of enforcement

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 29 day of February, 2018.

CONSULTANT: CITYSCAPE CONSULTANTS, INC.

By: [Signature]
 Title: VP/Business Manager

Date: 2/9/2019

ATTEST: [Signature]
Elizabeth H. Smith
 Print Name

COUNTY: NASSAU COUNTY, FLORIDA

By: [Signature]
 Title: County Manager

Date: 2/26/19

ATTEST:

 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>	
• <i>New structure review to include attendance by Engineer at: two (2) related visits (i.e. site visit, planning board, public hearing, etc.)</i>	\$ 6,500.00*
• <i>Review analysis; no attendance at related public hearings</i>	\$ 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.

EXHIBIT C

CITY GENERAL INFORMATION AND MINIMUM 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:

<u>Part One</u> – Workers' Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and	
<u>Part Two</u> – 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

*If leased employees are used, policy must include an Alternate Employer's Endorsement

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.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

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

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

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

Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. 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.

Contractor/Vendor shall require each of his Sub-Contractor/Vendors to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance and Professional Liability (as applicable) insurance coverage meeting the same limit and requirements as the Contractor/Vendors insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Contractor/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

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 and Professional Liability, 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 policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 OR Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by SubContractor/Vendors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall include broad form contractual liability coverage for the Contractor/Vendors covenants to and indemnification of the Authority under this Contract

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 Certificates of Insurance shall be dated and shall show the name of the insured Contractor/Vendor, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

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 and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Contractor/Vendor shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

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.