

CS-22-043

# BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

CONTRACT TRACKING NO.  
CM3233  
CM3269

## GENERAL INFORMATION

Requesting Department: Development Services  
Contact Person: Caleb Hurst, Director  
Telephone: (904) 530-6225 Fax: ( ) Email: churst@nassaucountyfl.com

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

**IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)**

Authorized Signatory Name: Kay Miles  
Authorized Signatory Email: kay@cityscapegov.com

## CONTRACT INFORMATION

Contract Name: Continuing Service Agreement for Wireless Consulting Services

Description: Perform services associated with the review of wireless communications facilities submitted to Nassau County, on a continuing basis.  
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: \$6,500 per application (Est. \$100,000 for 2 years)  
APPROXIMATE IF NECESSARY

Source of Funds:  County  State  Federal  Other Account:04000000/201000

Authorized Signatory: Jeff Gray, BOCC Chairman  
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: 10/1/2022 to: 9/30/2024 Termination/Cancellation: \_\_\_\_\_

Status:  New  Renew  Amend#  WA/Task Order  Supplemental Agreement

How Procured:  Exemption  Sole Source  Single Source  ITB  RFP  RFQ  Coop  
 Piggyback  Quotes  Other \_\_\_\_\_

### If Processing an Amendment:

Contract #: \_\_\_\_\_ Increased Amount to Existing Contract: \_\_\_\_\_

New Contract Dates: \_\_\_\_\_ to \_\_\_\_\_ Total or Amended Amount: \_\_\_\_\_

*Continued on next page*





**Exemptions / Sole Source / Single Source Certification Form**

Date: 8/24/22 Project: \_\_\_\_\_  
 Vendor Name: CityScape Consultants, Inc FY Cost: \_\_\_\_\_  
 Address: 7050 W. Palmetto Park Rd #15-652 Total Cost: \_\_\_\_\_  
 Phone: Boca Raton, FL 33433 Account: 04000000/201000  
 Contact Name: Kay Miles

Description of Goods and/or Services:  
Perform services associated with the review of wireless communication facilities submitted to Nassau County, on a continuing basis.

Source of Funds:  County  State  Federal  Other Pass through

Check one (1) of the following choices:

- Exempt purchase:
  - Artistic Services FS 287.057 (3)(e)1. as defined under FS 287.012
  - Professional Services: Nassau County Purchasing Policy (Chapter 1, Article VII, Section 1-141) - Purchasing policy Section (e) Purchases exempt from competitive or alternative methods.
  - Communications (5.2 – Nassau County Purchasing Policy Exemption)
  - Publications (5.3 – Nassau County Purchasing Policy Exemption)
  - Lodging and Transportation (5.5 – Nassau County Purchasing Policy Exemption)
  - Other Professional Services (5.8 – Nassau County Purchasing Policy Exemption)

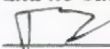
- Single Source: The goods or services can be purchased from multiple sources, but in order to meet certain functional or performance requirements, there is only one economically feasible source for this purchase. (Attach letter from the vendor)
- Sole Source: The goods or services can be legally purchased from only one source. (Attach letter from the vendor). Were alternatives evaluated? Yes  (If yes, explain why alternatives are unacceptable) No  (If no, explain why no alternatives were evaluated)

If Sole or Single Source: Why are the requested goods or services the only goods or services that can satisfy your requirements? Indicate the unique features of the product or qualifications that are not available in any other product or service. Provide what steps have been undertaken to make this determination.

**Department Head/Managing Agent** - I certify that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for, and follows the Nassau County Purchasing Policy.  
*Caleb Hurst*

**Procurement Director** - I certify that I have reviewed this request and concur that it is an Exempt, Sole or Single Source and is consistent with the Nassau County Purchasing Policy.  
*Janice Belmont*

**Office of Management and Budget Director** - I certify that, to the best of my knowledge, funds are available for payment and this purchase is consistent with the Nassau County Purchasing Policy.  
*Chris Lacambra*

**County Manager** - I certify that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.  




## 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 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(s) submitted to 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 through September 30, 2024. If mutually agreed upon by the County and Consultant, this Agreement may be renewed for an additional fiscal year. The County may, whenever the interests of the County so require, terminate this Agreement for the convenience of the County upon seven (7) days written notice to Consultant.
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.  
2423 S Orange Ave., #317  
Orlando, FL 32806  
Attn: Kay Miles, Business Manager  
Email: kay@cityscapegov.com  
Tel: 877-438-2851

COUNTY: Nassau County  
96161 Nassau Place  
Yulee, FL 32097  
Attn: Caleb Hurst, Dev., Services Director  
Email: churst@nassaucountyfl.com  
Tel: (904) 530-6225

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.

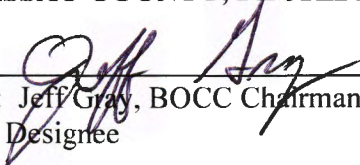


12. Relationship. Nothing herein shall be construed to imply a joint venture, partnership, or principal-agent relationship between the County and Consultant; and neither Party shall have the right, power, or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed 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. 21.3 Public Records: County is a public agency subject to Chapter 119, Florida Statutes. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6100, [RECORDS@NASSAUCOUNTYFL.COM](mailto:RECORDS@NASSAUCOUNTYFL.COM), 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.** Under this Contract, to the extent that Consultant is providing services to County, and pursuant to section 119.0701, Florida Statutes, Consultant shall:
  - a. Keep and maintain public records required by the public agency to perform the service.
  - b. 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.
  - c. 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 agreement term and following completion of the Contract if Consultant does not transfer the records to the public agency.
  - d. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of Consultant or keep and maintain public records required by the public agency to perform the service. If Consultant transfers all public records to the public agency upon completion of the contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Contract, 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.
  - e. A request to inspect or copy public records relating to a Nassau County contract for services must be made directly to the Nassau County Custodian of Public Records. If Nassau County does not possess the requested records due to Consultant maintaining the public records, then Nassau County shall immediately notify Consultant of the request for records. Consultant must provide the records to Nassau County or allow the records to be inspected or copied within a reasonable time. If Consultant does not comply with Nassau County's request for records, Nassau County shall be entitled to enforce the contract provisions herein for failure to comply with the terms of the contract. Any Consultant which fails to provide public records to Nassau County within a reasonable time may also be subject to penalties as provided under Section 119.10, Florida Statutes, including punishment by fine or may be guilty of committing a misdemeanor of the first degree for any willful and knowing violation.

15. The County's performance and obligation under this agreement is contingent upon an annual appropriation by the Board of County Commissioners.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 14th day of November, 2022.

**BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA**

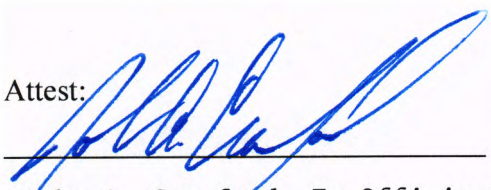
  
By: Jeff Gray, BOCC Chairman  
Its: Designee

Approved as to form and legality  
by the Nassau County Attorney

Denise C. May  
Denise C. May

**CITYSCAPE CONSULTANTS, INC.**

Mary Miles  
By: Mary K. Miles,  
Its: VP/Business Manager  
Date: 10/11/2022

Attest:   
John A. Crawford, Ex-Officio Clerk  
Print Name

## EXHIBIT A

### SCOPE OF WORK

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#### THIRD PARTY EXPERT SITE PLAN APPLICATION REVIEWS

CityScape will provide expert site application review of applications submitted for the placement, construction and/or modification of personal wireless communications facilities. CityScape will work within the confines of the County's parameters and application process to meet timelines set forth by the County. CityScape will work directly with the appropriate assigned County designee to devise a feasible timeline for processing and providing the report for each application, along with the required number of copies, within the appropriate number of days required for a complete submission.

**Process for Technical Review and Recommendations.** The County will forward to CityScape the application submittal package (via electronic mail) and may arrange for CityScape to receive submittals simultaneously and electronically from the applicant for which the review is required. For federal guidelines pertaining to the FCC shot clock, it is important that an application should not be deemed complete until CityScape has reviewed the application for content.

Upon receipt of an application submittal package from the County, CityScape will review and evaluate the materials for completeness. *If the application is incomplete*, CityScape will review the application materials and notify the County regarding package completeness within 72-business hours. If the application is incomplete, CityScape will submit via email, to the County designee, including directly to the applicant, a request for specific documents in order to complete the review. Once a submission is deemed *complete*, CityScape will conduct a full study based on CityScape's methodology of the wireless applicant's request.

CityScape will notify Planning & Zoning of any additional materials required to conduct a comprehensive review of the application. CityScape will provide copies of any additional supplemental documents provided to CityScape by the Applicant. All application materials will be received electronically, either from the County and/or applicant. CityScape will review the wireless applications from a regulatory standpoint to ensure each meets the requirements of the applicable local, state and federal ordinances, laws, rules and regulations within three (3) weeks of having a complete submittal package.

CityScape's engineer will evaluate each application submitted against the County's Wireless Telecommunications Facilities Ordinance and in accordance with all applicable state and federal regulations regarding wireless telecommunications. CityScape will review applications from a regulatory standpoint to ensure each meets the requirements of zoning, permissible structure height, safety and aesthetics, better assurance of compatibility with public safety, compliance with applicable federal guidelines, including FAA and FCC, etc. CityScape will review and verify that the documentation and technical conclusions associated with applicable findings are accurate and complete and comply with general good engineering practices. CityScape will verify the application to assure all safety issues are completely supportable from structural integrity to human exposure concerns. CityScape will provide an overall narrative to include the service providers' intent of the application including but not limited to either covering service gaps or relieving capacity issues.

**Review evaluation includes, but is not limited to:**

- Accuracy and verification of site plan materials and application completeness of submissions;
- Assurance that the County works within the confines of the FCC "shot clock" and meets the time allowed for disposition of telecommunications applications;
- Compliance with all applicable federal, state, and local structural, safety and exposure to human safety codes;
- Evaluation of site option and /or alternative site options and collocations;
- Evaluation of compliance with existing local ordinance and regulations (*i.e.*, without limitation, setbacks, tower separations, ordinance definitions, etc.);
- Compliance with federal and state wireless statutes;
- Compliance with the Telecommunications Act of 1996 and other applicable federal laws, rules and regulations, whether now existing or hereafter enacted;



- Compliance with all zoning approvals (i.e. correctness of non-concealed or concealed design, low profile antenna installation, maintaining the correct number of collocations, and assurance of matching concealment);
- Evaluation of aesthetic impacts and possible mitigation of, structures, shelters, containers and landscaping to provide a more aesthetically pleasing solution;
- Determination whether the site's search ring is adequate based on generally accepted engineering principles for intended site;
- Evaluation of proposed height of requested facilities, based on capacity or coverage;
- Applicability of analysis techniques and methodologies;
- Validity of conclusions reached;
- Evaluation of FCC radio frequency exposure compliance;
- Evaluation of compatibility with public safety communications systems;
- Evaluation of structural integrity of the support structure to assure compliance with applicable wind zone designations, state building codes;
- Future facility expansion capabilities; and
- Other matters deemed by the County relevant to determining whether a proposed facility complies with the provisions of the County's regulations.

**Small Wireless Review Evaluation.** CityScape will review the application for determination if indeed subject to Florida Statute 337.401 review for small wireless application. If determined application is for infrastructure within the County ROW, Florida Statute 337.401 will apply and CityScape will provide a basic checklist to the County to communicate with the applicant. If outside the County ROW the application will be reviewed as a new wireless facility per County code and CityScape will review as such. CityScape will also include review items permitted by Florida state law and federal law, which includes but not limited to; structural capacity, concealment, need of facility and any other items deemed necessary. CityScape will review each site regardless of the number submitted on one application.

**Generation of Review Report.**

Once documents of the application in the official submission is received from the County and forwarded, CityScape will determine if the application is deemed complete per the County, State and Federal regulations. CityScape will work with applicants to clarify deficiencies. Once the application is deemed complete, CityScape will submit a written review and analysis report within a specified three (3) week time period from receipt of complete application documents or sooner based on the necessity of the report.

CityScape will provide the County a written standardized report summarizing the applicant's request and detailing the findings. The report will include a recommendation to the County on whether the application should be approved or disapproved. CityScape will provide the County with both a digital PDF copy via Email to the attention of the County's Planning Director and agreed upon number of hardcopies (if desired) submitted via overnight delivery and/or an electronic pdf version of the analysis.

Review material will be provided in a written analysis report and CityScape will be available, upon advance scheduled notice, to present as testimony the report and answer questions at any required quasi-judicial public hearings. After the initial analysis, supplemental reviews by CityScape will be provided as required if the applicant attempts to correct deficiencies or conditions identified in the review and analysis.

**Hearing Attendance.** Upon request and advanced scheduled notice by the County, CityScape will attend related hearings for expert testimony and will also be available to generate any follow-up submittal letters pertaining to expert testimony regarding a petitioner's application. CityScape can provide services as needed either in person or via teleconference, at the request and convenience of County staff.

**EXHIBIT B  
CONSULTING FEES**

**FEES FOR TECHNICAL REPORTS**

Task	Description	Timeline	Fee
Wireless Application Review	Third party review of wireless communication facility applications for new facility and modification of existing facilities.	Up to 3 weeks	Paid by Applicant – see below fee chart

All fees are paid for by the Applicant through the County’s application and review process and therefore there is no out of pocket expense to the County, except when preempted by the State. Review fees listed below are inclusive and fixed project fees with no additional or hidden costs. The fee includes an initial review for “technical completeness,” evaluation of the application and/or follow-up review or letters on same application. There will be no incidental charges associated with the review fee (i.e., faxing, emailing, printing and reproduction costs). Application fees are paid direct and payable to the County by the Applicant through the application process. CityScape will invoice the County, as per the below fee schedule, for the applicable review upon the completion and submittal of the completed review and analysis by CityScape and attendance at any scheduled meetings, if required by the County.

- Modifications, Upgrades and Collocations including: Site Review and Analysis Report, no attendance/meetings required \$3,500.00
- New Structures: Site Review and Analysis Report, no attendance at related meetings \$5,000.00
- New Structures: Site Review and Analysis Report, to include, attendance by CityScape at two (2) related meeting (i.e. planning board, hearing, site visit, etc.) \$6,500.00\*
- Small Wireless Applications private property outside of ROW: Site Review and Analysis Report, no attendance/meetings required \$ 800.00^
- Small Wireless Applications within County ROW: Cursory checklist sent back to County to communicate with applicant \$ 0

\*All expense and travel is included and there are no additional fees.

^Cost per site not per application.

**PER DIEM SERVICES:**

Any additional services related to regulatory reviews and recommendations may be contracted based on the following rates and/or quoted on an individual per project basis upon request:

Regulatory & Engineering Services \$300.00 hourly; plus travel++  
 ++Travel related expenses to be billed at cost.





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Company ID Number: 256696

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and CityScape Consultants, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly





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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon





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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.





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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
  3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
  4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
  5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
  6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
  7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
  8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
  9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

**ARTICLE III**

**REFERRAL OF INDIVIDUALS TO SSA AND DHS**

**A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

**ARTICLE IV  
SERVICE PROVISIONS**

**A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

**ARTICLE V  
MODIFICATION AND TERMINATION**

**A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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**B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer’s participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer’s business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

**ARTICLE VI  
PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,





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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**



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**Approved by:**

<b>Employer</b> CityScape Consultants, Inc.	
<b>Name (Please Type or Print)</b> Mary K Miles	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 09/24/2009
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 09/24/2009









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**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name	Marv K Miles
Phone Number	8774382851
Fax	8772204593
Email	kav@cityscapegov.com



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This list represents the first 20 Program Administrators listed for this company.