

AGREEMENT

between

THE CITY OF COCONUT CREEK

And

CITYSCAPE CONSULTANTS, INC.

for

**WIRELESS COMMUNICATIONS CONSULTING & SITE MANAGEMENT
RFP NO. 08-15-17-10**

THIS AGREEMENT is made and entered into this _____ day of _____, 2017 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and CityScape Consultants, Inc., with offices located at 7050 W. Palmetto Park Rd., Boca Raton, FL 33433 (the "Vendor") to provide Wireless Communications Consulting & Site Management Services pursuant to RFP No. 08-15-17-10.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Vendor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, conditions of the contract of RFP No. 08-15-17-10, all addenda issued prior to, and all amendments issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

2) The Work

The Vendor shall perform all work for the City required by the contract documents and as set forth below:

- a) Vendor shall furnish all labor, materials, and equipment necessary as indicated in the specifications herein.
- b) Vendor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Vendor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Vendor shall at all times have a competent supervisor on the job site to enforce these policies and procedures at the Vendor's expense.
- c) Vendor shall provide the City with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.
- d) Vendor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Vendor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.
- e) Vendor shall at least semi-annually meet with staff designated by City Manager to provide an update on vendor's projects within City and discuss property maintenance, general

wireless industry developments, and regulatory updates. Vendor shall assist City in obtaining desired property maintenance levels that are acceptable to City. Such assistance will include but not be limited to sending notices of non-compliance to vendors, following up on status of non-compliance, and working with City Manager's designee to establish stronger property maintenance requirements for all future Agreements.

- f) Vendor shall at least annually provide a fiscal yearend financial update to City.
- g) Vendor shall assist City in amending its existing regulations to comply with changes to state and federal law.
- h) Vendor shall assist City with creating a comprehensive wireless master plan.

3) Contract Price

The Agreement shall be performed in current funds pursuant to the RFP No. 08-15-17-10. Pricing shall be as per Attachment "A" - Schedule of Proposal Prices.

4) Contract Term

The initial Agreement period shall be for five (5) years.

5) Contract Extension

The City reserves the right to extend the Agreement for five (5) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Vendor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

6) Conditions for Emergency/Hurricane or Disaster

It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or other substantial loss that the City of Coconut Creek shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the City Manager. Awarded Vendor/Contractor agrees to rent/sell/lease all goods and services to the City or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The City expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded Vendor/Contractor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

7) Independent Contractor

Vendor is an independent Contractor under this Agreement. Personal services provided by the Vendor shall be by employees of the Vendor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Vendor.

8) Assignment and Subcontracting

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Contractor without the express written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Contractor.

9) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses.

CITY

City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063
With a copy to the City Attorney at the same address.

VENDOR

Mary K. Miles, VP/Business Manager
CityScape Consultants, Inc.
7050 W. Palmetto Park Rd.
Boca Raton, FL 33433
Phone: 561-558-2808
Fax: 877-220-4595
Email: kay@cityscapegov.com

10) Agreement Subject to Funding

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

11) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the 17th Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.

12) Signatory Authority

The Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

13) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14) Merger; Amendment

This Agreement constitutes the entire Agreement between the Vendor and the City, and

negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and CityScape Consultants, Inc., signing by and through Mary K. Miles, VP, duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Mary C. Blasi, City Manager Date

Leslie Wallace May Date
City Clerk

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney Date

VENDOR

ATTEST:

Company Name

(Corporate Secretary)

Signature of President/Owner Date

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA:

:SS

COUNTY OF _____:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, of _____ a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 201 .

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.

ATTACHMENT "A"

SCHEDULE OF PROPOSAL PRICING

DESCRIPTION	PRICING STRUCTURE
Revenue Share	25%
Comprehensive Consulting	There are never any out of pocket fees paid for by the City. All fees are derived through a share of the lease revenue for site leasing and management and application review fees are paid directly to the City by the applicant through the City's planning and application review process.
Site Leasing and Management	Management fee in the amount equal to twenty-five percent (25%) of the gross rent collected – Management fees are only due and payable when and to the extent the rent is collected from the tenant.
Application Review	Review fee is in the amount of \$3500.00 per each completed application review – fee includes all travel and costs associated with review including hearing attendance by CityScape Consultants, Inc. if required.
P-Card Accepted	Yes