



PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) dated as of _____, is entered into by and between SteepSteel, LLC, a Texas limited liability company (“SteepSteel”), and Indian River County, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (“the County”). SteepSteel and the County are at times referred to herein individually as a “Party,” and jointly as the “Parties.”

RECITALS

WHEREAS, County is a member of the National Cooperative Purchasing Alliance (NCPA) and SteepSteel, after competitive solicitation, was awarded contract 01-95 for Professional Consulting Services for Wireless Technology, and

WHEREAS, the Parties participated in a conference call dated June 11, 2020 to discuss the management and/or auction of the County’s wireless assets, and

WHEREAS, SteepSteel has proposed to manage the County’s existing telecom lease contracts and infrastructure to maximize revenues and terms for the County, and

WHEREAS, SteepSteel has proposed to auction the County’s existing telecom leases,

NOW THEREFORE, in consideration of performance by the Parties of the covenants and conditions herein contained, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. SERVICES / COMPENSATION.

- A. SteepSteel shall provide to the County those Services that are described on Exhibit A (“Scope of Services”) for the Current Telecommunications Contracts identified on Exhibit B.
- B. SteepSteel shall be compensated for performance of the Services as set forth on Exhibit C (“Compensation”).
- C. The County will be invoiced by SteepSteel for performance of the Services and the County shall remit payment of any undisputed amounts to SteepSteel upon receipt of an invoice. In the event of an invoice dispute, the County shall deliver a written statement to SteepSteel no later than 30 days prior to the date payment is due on the disputed



invoice listing all disputed items and providing a reasonably detailed description of each disputed item. Amounts not so disputed shall be deemed accepted and shall be paid, notwithstanding disputes on other items, within the time set forth on Exhibit C. The Parties shall seek to resolve all such disputes expeditiously and in good faith. SteepSteel shall continue performing the Services in accordance with this Agreement pending resolution of any dispute, up to a period of (45) forty five days, but not longer, if the dispute is ongoing.

SECTION 2. TERM.

This Agreement shall commence upon the date the last of the Parties executes this Agreement and shall have an initial term of five (5) years with one five (5) year renewal option (“Renewal Option”). To exercise a Renewal Option, the County shall give SteepSteel written notice of its election to renew on or before sixty (60) days prior to the expiration date of the term (“Renewal Notice”). SteepSteel shall accept the County’s election to renew within thirty (30) days of receipt of a Renewal Notice. If the County fails to provide a Renewal Notice or SteepSteel fails to accept a Renewal Notice, for any Renewal Option, this Agreement shall not be renewed and shall terminate upon the expiration of the then existing term.

SECTION 3. PERFORMANCE AND LIMITATION OF LIABILITY.

SteepSteel shall employ those standards and practices, and use the standard of care, that are generally applicable to and utilized by individuals engaged in providing similar services as are required of SteepSteel hereunder.

Notwithstanding anything to the contrary contained herein, in no event shall SteepSteel or the County be liable for any indirect, incidental, consequential, special, reliance or punitive damages, including without limitation damages for lost profits, advantage, savings, or revenues of any kind, whether or not SteepSteel or the County has been advised of the possibility of such damages.

SECTION 4. WORK PRODUCT.

SteepSteel hereby agrees that all work produced pursuant to this Agreement and provided to the County during and upon completion of this Agreement, shall be the property of the County. SteepSteel may take and retain copies of such written products as desired, subject to the Mutual Non-Disclosure Agreement signed by the Parties pursuant to Section 12 herein.



SECTION 5. TERMINATION.

Either party may cancel this Agreement in the event that either party fails to comply with any provisions of this Agreement, which failure shall not have been cured within thirty (30) days after receiving written notice thereof from the other party, or for cause (“Cause”) in whole or in part by providing written notice to the other party. For the purpose of this Agreement, “Cause” is defined as (i) conviction of a crime involving moral turpitude, an intentional act of fraud, theft, misappropriation or embezzlement, or (ii) SteepSteel’s repeated willful failure to perform services hereunder. For purposes of this Agreement, an act or a failure to act, shall not be deemed willful or intentional, unless it is done, or omitted to be done, by SteepSteel in bad faith. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

TERMINATION IN REGARDS TO F.S. 287.135: SteepSteel certifies that it and those related entities of SteepSteel as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, SteepSteel certifies that it and those related entities of SteepSteel as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

COUNTY may terminate this Contract if SteepSteel is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

COUNTY may terminate this Contract if SteepSteel, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

After one year after the date the last of the Parties executes this Agreement, either Party may terminate this Agreement for convenience by providing 120 days’ written notice to the other party.



SECTION 6. INDEPENDENT CONTRACTOR.

A. SteepSteel is engaged to provide Services as an independent contractor. The County shall have no control over the conduct of SteepSteel except as expressly set forth in this Agreement.

B. The Parties agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.

SECTION 7. NO WAIVER.

Waiver by any Party hereto of any term, condition or covenant of this Agreement shall not constitute the waiver of any other term, condition or covenant hereof.

SECTION 8. INSURANCE REQUIREMENTS.

a. In the event that SteepSteel, its subcontractors and/or designees, intend to physically enter the County's property, SteepSteel, or its subcontractors and/or designees, shall provide no less than forty-eight (48) hours' notice of its intent and provide to the County a Certificate of Insurance either for itself, or its subcontractor or designee, evidencing the following coverages: Commercial General liability insurance in the amount of \$2M per occurrence/\$2M general aggregate, automobile liability insurance in the amount of \$1M, and statutory workers compensation coverage (subject to the laws of the State of Florida). The County shall be named as an additional insured and a waiver of subrogation will be provided.

SECTION 9. DISPUTE RESOLUTION; GOVERNING LAW.

Disputes regarding the interpretation or application of any provision(s) of this Agreement shall, to the extent reasonably feasible, be resolved through good-faith negotiations between the Parties. If any action at law or in equity is brought to enforce this Agreement or because of alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, expert fees, costs and necessary disbursements incurred in that action or proceeding, in addition to such other relief as may be sought and awarded. The venue for any litigation shall be in a court of appropriate jurisdiction located within the county of Indian River, Florida. The Parties agree that the covenants contained in this Section shall survive the expiration or termination of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of law provisions.



SECTION 10. MISCELLANEOUS.

A. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

B. Each party represents that it has the full right and authority to enter into this Agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

C. This Agreement may be signed in any one or more counterparts all of which taken together shall be but one and the same Agreement, and each party agrees that its signature, whether transmitted by email, facsimile, or by other duplicate, shall be binding as if it is on any signature of the party to be bound.

D. To the extent of a conflict between the terms of this Agreement and those set forth in any exhibits or attachments hereto, the terms of this Agreement shall govern.

E. Neither Party shall assign, delegate or subcontract this Agreement or any rights or obligations hereunder without the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld, conditioned, or delayed.

F. SteepSteel shall indemnify and hold the County harmless from and against any and all third-party claims, loss, cost, damage and expense arising from SteepSteel's negligence or breach of this Agreement, including but not limited to reasonable attorney's fees, and excluding the County's negligent acts, omissions or willful misconduct. **The County acknowledges and agrees that SteepSteel shall not assume any liability or responsibility for, and the County shall assume any and all liability and responsibility for, any claims or actions arising as a result of the actions or omissions of the County.**

SECTION 11. NOTICE.

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, regis-



tered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

<u>The County:</u>	<u>SteepSteel:</u>
Indian River County Attention: Dan Russell 1801 27 th Street Vero Beach, FL, 32960	SteepSteel, LLC Attention: James Kennedy, CEO 1095 Evergreen Circle, Suite 200 The Woodlands, TX 77380

SECTION 12. MUTUAL NON-DISCLOSURE.

The Parties agree to be bound by the terms of the Mutual Non-Disclosure Agreement, attached hereto as Exhibit D.

SECTION 13. ENTIRE AGREEMENT.

This Agreement contains the entire understanding between the County and SteepSteel. Any prior agreements, promises, negotiations or representations not expressly set forth herein are of no force or effect. Subsequent modifications to this Agreement shall be effective only if in writing and signed by each party.

SECTION 14. BINDING EFFECT.

This Agreement shall bind and inure to the benefit of the parties and their heirs, successors and permitted assigns.

SECTION 15. PUBLIC RECORDS COMPLIANCE.

Indian River County is a public agency subject to Chapter 119, Florida Statutes. SteepSteel shall comply with Florida's Public Records Law. Specifically, SteepSteel shall:

- (1) Keep and maintain public records required by the County to perform the service.



(2) Upon request from the County’s Custodian of Public Records, provide the County 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 Chapter 119 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 SteepSteel does not transfer the records to the County.

(4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of SteepSteel or keep and maintain public records required by the County to perform the service. If SteepSteel transfers all public records to the County upon completion of the contract, SteepSteel shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SteepSteel keeps and maintains public records upon completion of the contract, SteepSteel shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

IF SteepSteel HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SteepSteel'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 226-1424

publicrecords@ircgov.com

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

C. Failure of SteepSteel to comply with these requirements shall be a material breach of this Agreement.

[Signatures appear on the next pag



SteepSteel, LLC:

James Kennedy, Manager

Date

Indian River County:

Susan Adams, Chairman

Jason E. Brown, County Administrator

Approved as to Form and Legal Sufficiency
Dylan Reingold, County Attorney

Jeffrey R. Smith, Clerk of Court and
Comptroller

Attest: _____
Deputy Clerk
(SEAL)



EXHIBIT A

SCOPE OF SERVICES

SteepSteel's pricing shall be paid as follows:

MANAGEMENT PACKAGES:

Audit and analysis of all of the County's current telecommunications leases/licenses (included in management package) including, but not limited to, the following:

Within 10 days of contract award, a comprehensive analysis will begin, including:

Phase 1 —

Review of all wireless equipment and properties (per photographs/video provided by County staff)

Verification of ground area occupied by compound / equipment and compared to leases / licenses

Examine all wireless infrastructure and / or associated (recent) inspection reports owned by County

Order of all files from existing lease / license tenants to compare to County records

Review of payment histories and carrier / tower company reimbursements to County

Review of all leases / licenses, lease / license amendments, and lease / license extensions versus existing ground equipment

Review property title documents to verify no clouds on title exist as a result of existing or previous lease / license tenants

Compare lease / license rates to those contained in SteepSteel's 50,000+ wireless agreement database (NationalWirelessRegistry.com) to assist in lease / license valuation

Evaluate properties relative to other properties in the market for existing and emerging value trends

Assess each location for existing and future revenue opportunities

Time to complete: 30 - 45 days (completed files will be delivered to County for review and comment)



Phase 2 —

Once we have reviewed all pertinent information, we will then make appropriate recommendations to the County.

Based on the County's instructions, we will then initiate marketing on SteepSteel.com for lease / license auction if desired by client, and / or initiate contact with the tenants to begin negotiations of lease / license extensions and / or lease / license sales.

Negotiations will include monthly or periodic rates, annual or periodic escalators, expansion area options, term extensions, colocation and revenue sharing opportunities, and capacity and equipment changes.

Time to complete: 30 - 60 days (all rounds of negotiation will be forwarded to County for review and comment)

Phase 3 —

Execution of revised lease / license documents by County only after tenants have first executed the same — whether lease extensions / amendments or sales — and return copies to tenant (or escrow for funding and recordation, if a sale).

Time to complete: 15-30 days (depending on tenant turnaround time)

Phase 4 —

Ongoing and periodic management issues / inspections to be completed as required based on either County notification / request, or regular (annual / term) changes as outlined in the leases / licenses, and building codes.

Registration of sites with national carriers and tower companies for future opportunities.

Time to complete: Varies, but usually 7-10 days.

All inspection reports and assessments will be provided to County according to the terms outlined in the contract.

Compilation of complete County files including — but not limited to — the following:

Audited lease / license documents and payment histories

Copies of all communications — email and written — between SteepSteel and tenants.

Site value maximization recommendations for each site



Inspection reports

Miscellaneous Contract Terms: SteepSteel management, staff and contractors will make their best effort to perform all tasks in a professional, workmanlike and timely fashion and to the satisfaction of the County.

Compensation:

Twenty-two (25%) Percent payment for any increase in lease/license revenue that SteepSteel negotiates above the current rent. SteepSteel shall receive this payment for 10 years from the date the increase in rent occurs as a result of SteepSteel's efforts.

Invoices to be paid on a quarterly basis.

If applicable, and on a case-by-case basis, pricing and scope of work for services related to short duration tasks and other consulting tasks as requested by the County shall be agreed to in writing by the Parties prior to performance of the work.

Optional:

STEEPSTEEL AUCTION EVENT PACKAGES

Auction Event Packages: Six percent (6%) of final negotiated sales price of wireless agreements sold at auction and closed.

SteepSteel agrees to advance all fees including the costs of all associated SteepSteel negotiations and marketing expenses for SteepSteel auction events, as well as closing, escrow, and title fees.

County agrees to authorize escrow to release fees directly to SteepSteel at the closing of the transaction based on the percentage outlined herein.



EXHIBIT B

THE COUNTY'S CURRENT TELECOMMUNICATION SITES

TO BE PROVIDED BY THE COUNTY

EXHIBIT B - TELECOMMUNICATION SITES

Tower #	Tower Name	Address	Tenant(s)
40	SEA OAKS WASTEWATER TREATMENT PLANT (Stealth Flagpole Tower)	8845 Highway A1A, North County	A Verizon Wireless Personal Communications LP d/b/a Verizon Wireless (assigned to American Tower) B New Cingular Wireless PCS, LLC {AT&T} (Co-Locator) C T-MOBILE SOUTH, LLC (Co-Locator)
18	HOBART TOWER	5350 77th Street	Global Tower Assets, LLC (Current Owner of Tower) A Calvary Chapel B American Tower Sublease/Site #370764
11	CAPSTAR COMMUNICATION TOWER - (part of Hobart Tower)	6390 77th Street	A Federal Aviation Administration
25	IRC NORTH TOWER - (BAILEY TOWER) MAY 12 BOARD MEETING COUNTY ATTORNEY REQUESTED TO TERMINATE LEASES	810 Bailey Drive	TALCOM, INC. (Owner of Tower) A Florida Power and Light Company B M/A-COM, INC. C CCATT HOLDINGS (Co-Locator Agreement)- Multiple Agreements - NEED ASSISTANCE CAN NOT TIE OUT WHICH AGREEMENTS ARE ACTIVE AND WHICH HAVE BEEN CANCELLED. APPEAR TO BE MISSING AGREEMENTS
35	GIFFORD WATER TOWER	4690 28th Court	A Verizon Wireless fka PrimeCo Personal Communications, LP B Sprint Spectrum Realty Company fka Nextel South Corp. C T-MOBILE SOUTH, LLC
33	KINGS HIGHWAY WATER TOWER	5850 College Lane (1805 58th Avenue)	A MetroPCS California/Florida, Inc. B New Cingular Wireless PCS, LLC FKA Bellsouth Mobility
14	WINTER BEACH TOWER	3955 65th Street	A Florida 2B MPL Tower Holdings, LLC (CCATT, LLC, Attorney in fact) fka Bellsouth Mobility B Sprint Spectrum, LP
68	IHEARTMEDIA TOWER (WAXE AM RADIO TOWER)	990 1st Place	A Vertical Bridge Acquisitions fka IHEART Media fka Capstar fka Media VI fka Shargo, Inc.
50	IRC SOUTH TOWER MAY 12 BOARD MEETING COUNTY ATTORNEY REQUESTED TO TERMINATE LEASES	1340 Old Dixie Highway	A New Cingular Wireless PCS FKA Talcom B Verizon Wireless (co-locator agreement) (Have not received any payments to date)
67	IRC DODGERTOWN TOWER	3901 26th Street, Vero Beach, FL 32960	A T-Mobile South, LLC
38	SOUTH RO TOWER (SBA TOWERS, INC.)	1540/1550 9th Street SW	A PRIME LEASEEE- VERIZON WIRELESS B New Cingular Wireless PCS, LLC (Sublessee of Verizon Wireless) C Sprint Spectrum, LP (Sublessee of Verizon Wireless)
19	IRC WEST TOWER (EMS COMMUNICATION)	7795 County Road 512	A IRC LEASES TOWER SPACE FROM FELLSMERE JOINT VENTURE.
	OSLO PINNACLE TOWER NORTH- SOUTH	980/982 1ST PLACE	A CROWN CASTLE FKA PINNACLE FKA SANDAB B CROWN CASTLE FKA PINNACLE - SUBLEASE/CUSTOMER #464405
	ROSELAND WATER TOWER	13431 US Highway 1	Indian River County Utilities
	CR 512 WATER TOWER	9298 County Road 512	
	IRC - EOC TOWER	4219 43rd Avenue	
	IRC EGRET MARSH TOWER	7235 4th Street	



EXHIBIT C

COMPENSATION

SteepSteel's pricing shall be paid as follows:

MANAGEMENT PACKAGES

Twenty-Five Percent (25%) payment for any increase in lease/license revenue that SteepSteel negotiates above the current rent. SteepSteel shall receive this payment for ten (10) years from the date the increase in rent occurs as a result of SteepSteel's efforts.

Invoices to be paid on a quarterly basis.

Optional:

STEEPSTEEL AUCTION EVENT PACKAGES

Auction Event Packages: Six percent (6%) of final negotiated sales price will constitute the total of fee to be paid by the Member to SteepSteel for each SteepSteel Auction Event.

SteepSteel agrees to advance all fees including the costs of all associated SteepSteel negotiations and marketing expenses for SteepSteel auction Events, as well as closing, escrow, and title fees.

Member agrees to authorize escrow to release fees directly to SteepSteel at the closing of the transaction based on the percentages outlined herein.



If applicable, and on a case-by-case basis, pricing and scope of work for services related to short duration tasks and other consulting tasks as requested by the County shall be agreed to in writing by the Parties prior to performance of the work.