

# Memorandum



**Date:** October 2, 2018  
**To:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

Agenda Item No. 8(N)(6)

**From:** Carlos A. Gimenez  
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

**Subject:** Recommendation for Approval of Agreement Between Hotwire Communications, LLC and Miami-Dade County for a Utility Permitting Employee

## RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve a Utility Structure Permitting Agreement (Agreement) between Hotwire Communications, LLC (Hotwire) and Miami-Dade County (County), for the purpose of providing an increased level of designated contract staffing for permits issued by the County's Department of Transportation and Public Works (DTPW) for applications for communications facilities in the County.

## SCOPE

The scope of this item is countywide in nature.

## FISCAL IMPACT

There is no fiscal impact to the County. Through this Agreement, Hotwire will provide compensation to the County each fiscal year to fund the contract position. The payment will be made twice a year upon receipt of an invoice from the County.

## BACKGROUND

Due to an increase in Hotwire's critical communication infrastructure projects, Hotwire will provide funding to the County for the purpose of employing one employee for the exclusive purpose of processing applications for permits on a priority basis, for communication facility projects within the unincorporated areas of the County. The individual filling this position will act solely as staff of the County, and the County will be responsible for the employees' training, supervision, compensation, and all other personnel matters.

The County agrees to diligently pursue the filling of this position with a qualified individual. Should the position be terminated for any reason, the County agrees to initiate the hiring process to retain another qualified individual to fill the position.

The Agreement will become effective on the date of execution by the County and will remain in effect for one year. This Agreement may be extended on a yearly basis, through mutual consent of the parties.

A handwritten signature in black ink, appearing to read "Alina V. Hudak".

Alina V. Hudak  
Deputy Mayor

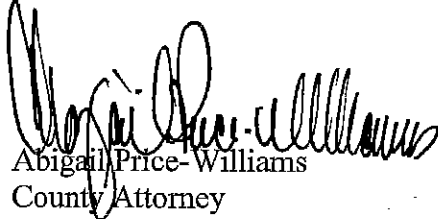


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** October 2, 2018

**FROM:**   
Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 8(N)(6)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor

Agenda Item No. 8(N)(6)

Veto \_\_\_\_\_

10-2-18

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING APPROVAL OF A UTILITY STRUCTURE PERMITTING AGREEMENT BETWEEN HOTWIRE COMMUNICATIONS, LLC AND MIAMI-DADE COUNTY FOR THE PURPOSE OF PROVIDING A DEDICATED PLANS REVIEW STAFFER IN THE AMOUNT OF \$70,000.00 TO THE COUNTY IN THE FIRST YEAR

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board authorizes a Utility Structure Permitting Agreement (Agreement) between Hotwire Communications, LLC and Miami-Dade County, in the amount of \$70,000.00 to the County in the first year, for the purpose of providing a dedicated plans review staffer for permits to be issued by the Miami-Dade County Department of Transportation and Public Works for applications for communications facilities. This Board further authorizes the County Mayor or County Mayor's designee to execute the attached Agreement and to exercise all provisions contained therein.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Esteban L. Bovo, Jr., Chairman  
Audrey M. Edmonson, Vice Chairwoman  
Daniella Levine Cava  
Sally A. Heyman  
Barbara J. Jordan  
Jean Monestime  
Rebeca Sosa  
Xavier L. Suarez  
Jose "Pepe" Diaz  
Eileen Higgins  
Joe A. Martinez  
Dennis C. Moss  
Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this 2<sup>nd</sup> day of October, 2018. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Bruce Libhaber

**Agreement for  
Utility Structure Permitting  
Between Hotwire Communications, LLC and Miami-Dade County**

This Utility Structure Permitting Agreement ("Agreement") is entered into by and between Hotwire Communications, LLC ("Hotwire") and Miami-Dade County ("County") for the purpose of providing designated staffing for permits issued by the Miami-Dade County Department of Transportation and Public Works ("DTPW") for applications for communications facilities in the County.

**RECITALS**

WHEREAS, per County Code, permits are required for the construction, alteration, and/or removal of utility structures located within road or public rights-of-ways; and

WHEREAS, there is an increase in Hotwire's communications infrastructure facilities projects located within the unincorporated areas of the County; and

WHEREAS, Hotwire is seeking to provide increased communications services to residents of the County; and

WHEREAS, the services to be performed under this Agreement will provide a real and substantial benefit to the citizens of the County through the expeditious processing of applications for permits for the communications infrastructure facilities projects;

NOW THEREFORE, in consideration of the foregoing, or the mutual covenants contained herein, and for other good and valuable consideration, Hotwire and the County formally agree to the following:

1. Hotwire will provide funding to the County for the purpose of employing one (1) individual for the exclusive purpose of processing applications for permits on a priority basis for communications facilities projects located within the unincorporated areas of the County. The individual filling this position will act solely as staff of the County, and the County will be responsible for the staffer's training, supervision, compensation, and all other personnel matters.
2. Hotwire agrees to provide the County the amount of Seventy Thousand and 00/100 Dollars (\$70,000.00) for the one (1) year Term (as defined in Section 5 below) to fund the position. Hotwire's payment of such funds will be in two (2) equivalent increments upon receipt of an invoice from the County: the first payment of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) at the start of the Term; and the second payment of Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) at six (6) months into the Term. Thirty (30) days prior to the end of the fiscal year, the County shall provide Hotwire with the cost of the permit application review staffer for the subsequent fiscal year. Hotwire shall, within thirty (30) days, accept in writing the proposed amount or notify the County of the expiration of this Agreement.
3. Hotwire further agrees to reimburse the County for mileage in the amount of Fifty-Three and a Half Cents (\$0.535) per mile, as well as the actual cost for any tolls and parking expenses incurred as the result of site visits required as part of the County's application for permit process (not to exceed One Thousand and 00/100 Dollars (\$1,000.00) per month without Hotwire's prior written approval) thirty (30) days after receipt of the County's invoice detailing the incurred expenses.

4. The County agrees to diligently pursue the filling of this permit application review staffer position with a qualified individual. Should the staffer be terminated by the County, resign employment or otherwise leave the position for any reason, the County agrees to diligently initiate the hiring process to retain another qualified individual to fill the position.

5. Hotwire agrees that once the individual is retained by the County, the County will designate one of its experienced employees to process applications on a priority basis for Hotwire's communications infrastructure facilities projects within the unincorporated County, with the goal of permit issuance within thirty (30) days following the County's receipt of a complete permit application.

#### TERM AND TERMINATION OF AGREEMENT

6. This Agreement will be dated and become effective as of the date of execution by the County and will remain in effect for one (1) year after execution. In the event both parties agree to renew, the Agreement will be extended on a year-to-year basis.

7. Either party may terminate this Agreement for convenience upon receipt of notice by the other party. In the event the Agreement is terminated by either party, any unexpended funds remaining after the final payment to the staffer will be returned to Hotwire. In the event the Agreement is terminated by the County, the staffer will complete review and applicable approval of those complete applications submitted by Hotwire prior to the County's notice of termination.

#### NOTICE

8. All notices or other communications required or permitted hereunder shall be in writing. Notice will be deemed sufficient when delivered by (a) certified U.S. mail with return receipt requested, or (b) Federal Express, UPS, or other reputable overnight delivery service with acceptance signature or other proof of delivery to the appropriate party at the addresses set forth below:

If to Hotwire:  
Hotwire Communications, LLC  
3 Bala Plaza East, Suite 700  
Bala Cynwyd, PA 19004  
Attention: Kristin Johnson Karp, CEO

With a Copy to:  
Hotwire Communications, LLC  
2100 West Cypress Creek Road  
Fort Lauderdale, FL 33309  
Attention: General Counsel

If to County:  
Miami-Dade County  
Department of Transportation and Public  
Works  
Assistant Director of Public Works  
111 NW 1st Street – Suite 1409  
Miami, Florida 33128

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS THEREOF, the parties hereto have executed the Agreement by their duly authorized officials effective on the latter date set forth below.

HOTWIRE COMMUNICATIONS, LLC

By: \_\_\_\_\_

Kristin Johnson Karp, Chief Executive Officer

ATTEST:

HARVEY RUVIN  
CLERK OF THE BOARD

MIAMI-DADE COUNTY, FLORIDA,  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

BY: \_\_\_\_\_

Deputy Clerk

BY: \_\_\_\_\_

County Mayor or County Mayor's Designee

Approved as to form and legal sufficiency \_\_\_\_\_

County Attorney