

Memorandum



Date: March 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Agenda Item No. 8(N)(9)

From: Daniella Levine Cava
Mayor

Resolution No. R-179-23

Subject: Approval of Utility Structure Permitting Agreement with BellSouth
Telecommunications, LLC d/b/a AT&T Florida for a Utility Permitting Employee

Executive Summary

The purpose of this item is to gain authorization by the Board of County Commissioners (Board) to approve an agreement between BellSouth Telecommunications, LLC d/b/a AT&T Florida (AT&T) and Miami-Dade County for the provision of designated staffing for permits issued by the Miami-Dade County Department of Transportation and Public Works (DTPW) for 5G permit applications. This is in addition to, not in lieu of, all permit fees that AT&T must pay to the County for any permits issued. Under the agreement, AT&T will provide funding to the County to support employing one 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, as such, the County will be responsible for training, supervision, compensation and all other personnel matters. Additionally, AT&T shall fund the position for \$170,000 for the one-year term.

Recommendation

It is recommended that the Board approve a Utility Structure Permitting Agreement between AT&T and the County for a one-year term for AT&T to fund an employee in the amount of \$170,000 for the purpose of processing applications for permits on a priority basis for communications facilities projects located within the County.

Delegated Authority

Pursuant to Section 2-8.3 of the County Code, there are no delegations of authority beyond those specified in the attached resolution.

Scope

The impact of this item is countywide in nature.

Fiscal Impact/Funding Source

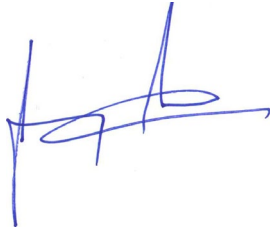
There is no fiscal impact to the County. Through this agreement, AT&T will provide compensation to the County to fund the contract position for \$170,000 for one year. The payment will be made twice a year upon receipt of an invoice from the County, with the first payment of \$85,000 at the start of the term and the second payment of \$85,000 at six months into the term.

Track Record/Monitor

Javier M. Bustamante, DTPW Assistant Director, Transit Project Management & Support Services Division, will monitor the agreement.

Background

This is a non-project related request to expedite the review of numerous 5G permits submitted by AT&T.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(9)

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(N)(9)
3-7-23

RESOLUTION NO. R-179-23

RESOLUTION AUTHORIZING APPROVAL OF A UTILITY
STRUCTURE PERMITTING AGREEMENT BETWEEN
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A
AT&T FLORIDA AND MIAMI-DADE COUNTY FOR A
UTILITY PERMITTING EMPLOYEE IN THE AMOUNT OF
\$170,000.00 TO THE COUNTY IN THE FIRST YEAR;
AUTHORIZING THE COUNTY MAYOR OR COUNTY
MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT
AND EXERCISE ALL PROVISIONS CONTAINED
THEREIN

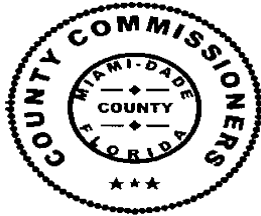
WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

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 between BellSouth Telecommunications LLC d/b/a AT&T Florida and Miami-Dade County in the amount of \$170,000.00 to the County in the first year for the purpose of providing a dedicated plan reviewer for permits to be issued by the Miami-Dade County Department of Transportation and Public Works for applications for 5G permits. 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 **Anthony Rodriguez** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of March, 2023. 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

LUIS G. MONTALDO, CLERK AD INTERIM

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in dark ink, appearing to be "B. Libhaber".

Bruce Libhaber

**Agreement for
Utility Structure Permitting
Between BellSouth Telecommunications, LLC d/b/a AT&T Florida
and Miami-Dade County**

This Utility Structure Permitting Agreement ("Agreement") is entered into by and between BellSouth Telecommunications, LLC d/b/a AT&T Florida ("AT&T") 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 AT&T's communications infrastructure facilities projects located within the unincorporated areas of the County; and

WHEREAS, AT&T 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, AT&T and the County formally agree to the following:

1. AT&T 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. AT&T agrees to provide the County the amount of One Hundred and Seventy Thousand and 00/100 Dollars (\$170,000.00) for the one (1) year Term (as defined in Section 5 below) to fund the position. AT&T's payment of such funds will be in two (2) equivalent increments upon receipt of an invoice from the County: the first payment of Eighty-Five Thousand and 00/100 Dollars (\$85,000.00) at the start of the term; and the second payment of Eighty-Five Thousand and 00/100 Dollars (\$85,000.00) at six (6) months into the Term. Thirty (30) days prior to the end of the fiscal year, the County shall provide AT&T with the cost of the permit application review staffer for the subsequent fiscal year. AT&T shall, within thirty (30) days, accept in writing the proposed amount or notify the County of the expiration of this Agreement.
3. AT&T 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 AT&T'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. AT&T 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 AT&T'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 by providing notice of termination to the other party once the first Eighty-Five Thousand and 00/100 Dollars (\$85,000.00) are encumbered. 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 AT&T. In the event the Agreement is terminated by the County, the staffer will complete review and applicable approval of those complete applications submitted by AT&T 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 AT&T:
BellSouth Telecommunications,
LLC
Attention: Jorge Deapodaca, Director
600 NW 79th Avenue
Miami, Florida 33126

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

With a Copy to:
BellSouth Telecommunications,
LLC
Attention: John Cabauy, Area Mgr
600 NW 79th Avenue
Miami, Florida 33126

(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.

BellSouth Telecommunications, LLC

Jorge F De Apodaca

Jorge F. De Apodaca, AT&T, Director

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