

Date: June 21, 2023

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

Agenda Item No. 8(N)(1)

From: Daniella Levine Cava
Mayor



Resolution No. R-526-23

Subject: Approval of a Utility Structure Permitting Agreement with Crown Castle Fiber LLC 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 a Utility Structure Permitting Agreement with Crown Castle Fiber LLC for the provision of designated staffing for permits issued by the Department of Transportation and Public Works for 5G permit applications. This is in addition to, not in lieu of, all permit fees that Crown Castle must pay the County for any permits issued.

Under the agreement, Crown Castle 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 infrastructure 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. Crown Castle shall fund the position, paying the County \$170,000 for the one-year term. In the event both parties agree to renew, the agreement will be extended on a year-to-year basis for a maximum of two years. The details of this agreement (payment amount, term length) are identical to the 5G utility structure permitting agreement with AT&T for a utility permitting employee that was approved by the Board on March 7, 2023.

Recommendation

It is recommended that the Board approve a Utility Structure Permitting Agreement between Crown Castle Fiber LLC and the County for a one-year term for Crown Castle to fund an employee in the amount of \$170,000 for the purpose of processing applications for permits on a priority basis for Crown Castle's communications infrastructure facilities projects within the unincorporated County.

Delegated Authority

This Board authorizes the County Mayor or County Mayor's designee to execute the attached agreement and to exercise all provisions contained therein, including any termination and extension provisions.

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, Crown Castle 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 within 30 days after the commencement of the contract term and the second payment of \$85,000 six months into the term.

Track Record/Monitor

Javier M. Bustamante, DTPW Assistant Director, Transit Project Management and 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 Crown Castle.



Jimmy Morales
Chief Operations Officer



MEMORANDUM
(Revised)

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

DATE: June 21, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(1)

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)(1)
6-21-23

RESOLUTION NO. _____ R-526-23

RESOLUTION AUTHORIZING APPROVAL OF A UTILITY STRUCTURE PERMITTING AGREEMENT BETWEEN CROWN CASTLE FIBER LLC (“CROWN CASTLE”) 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 TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING ANY TERMINATION AND EXTENSION PROVISIONS

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 the a Utility Structure Permitting Agreement between Crown Castle Fiber LLC 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, including any termination and extension provisions.

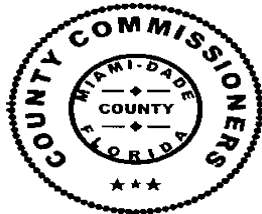
The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of June, 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

JUAN FERNANDEZ-BARQUIN, CLERK



By: Basia Pruna
 Deputy Clerk

Approved by County Attorney as
 to form and legal sufficiency.

Bruce Libhaber

**Agreement for
Utility Structure Permitting
Between Crown Castle Fiber LLC and Miami-Dade County**

This Utility Structure Permitting Agreement ("Agreement") is entered into by and between Crown Castle Fiber LLC ("Crown Castle") and Miami-Dade County ("County") for the purpose of providing 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 roads or public rights-of-ways; and

WHEREAS, Crown Castle anticipates an increase in the volume of its communications infrastructure facilities projects located within the unincorporated areas of the County; and

WHEREAS, Crown Castle is seeking to provide increased communications services in the County; and

WHEREAS, the services to be performed under this Agreement will provide a real and substantial benefit to citizens and visitors of the County who utilize communications facilities 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, Crown Castle and the County formally agree to the following:

1. Crown Castle will provide funding to the County for the purpose of employing one (1) individual for the exclusive purpose of processing applications for permits 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. Crown Castle 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. Crown Castle'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) within 30 days after the commencement 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 Crown Castle with the cost of the permit application review staffer for the subsequent fiscal year. Crown Castle shall, within thirty (30) days, accept in writing the proposed amount or notify the County of the expiration of this Agreement.

3. Crown Castle 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 Crown Castle'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. Crown Castle agrees that once the individual is retained by the County, the County will designate an employee to process applications for Crown Castle'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. The determination as to whether a permit application is complete is within the County's sole discretion.

TERM AND TERMINATION OF AGREEMENT

6. This Agreement will become effective on the same date that the resolution that approved this agreement becomes effective 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, for a maximum of two (2) one-year renewals.

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 from the second Eighty-Five Thousand and 00/100 Dollars (\$85,000.00) payment to the staffer will be returned to Crown Castle. In the event the Agreement is terminated by the County, the staffer will complete review of those complete applications submitted by Crown Castle 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 Crown Castle Fiber LLC:

Crown Castle Fiber LLC
Attn: Director, Permitting & Utilities
9250 W. Flagler St.
Miami, Florida 33174

With a Copy to:

Crown Castle Fiber LLC
Attention: General Counsel
2000 Corporate Drive
Canonsburg, PA 15317

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

Crown Castle Fiber LLC

Maria Johnston

Maria Johnston
Director, Permitting & Utilities
Crown Castle

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