

Meeting Date
October 21, 2014



AGENDA	
Section	New Business
Item No.	V.E. 2

AGENDA REPORT
 BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT: Approval of a Resolution Amending Resolution No. 2012-273 by Increasing the Authorized Borrowing Amount therein to Provide for the Financing of the Remainder of the 800 MHz Project Through the Commercial Paper Loan Program

DEPT/OFFICE: County Manager's Office

Requested Action:

It is requested that the Board of County Commissioners adopt a Resolution Amending Resolution No. 2012-273 by Increasing the Authorized Borrowing Amount therein to Provide for the Financing of Phase 3 of the 800 MHz Project Through the Commercial Paper Loan Program.

Summary Explanation & Background:

The Board of County Commissioners in adopting the current fiscal year budget approved the financing of Phase 3 of the 800 MHz Project. This is a three-phase project that expands and enhances the public safety radio system in use by 68 local agencies for law enforcement, fire rescue and other emergency response. This project will address signal failures and coverage gaps in the north, south, and beachside areas of the county; modernize the equipment to allow for better radio interoperability; and establish the necessary infrastructure to migrate to Project 25 standards.

The Board adopted Resolution No. 2012-273 on December 11, 2012, authorizing the borrowing of up to \$15,000,000 from the Commercial Paper Loan Program in order to finance various projects. It is necessary to increase the authorized borrowing amount by \$4,100,000 in order to complete Phase 3 of the 800 MHz Project.

Fiscal Impact: The additional loan of \$4,100,000 will be amortized over a 12 to 15 year period. The various departments and offices will be responsible for their portion of principal and interest payments and have budgeted for or are able to accommodate these payments in their current revenue stream. Amortization of the not to exceed amount of \$4.1 million over a 12-year period at an interest rate of 2.5% would require an annual principal and interest payment of \$399,697.22. The current rate for commercial paper, which is a variable rate instrument, is 1.34%.

Exhibits Attached: CIP Project Summary Sheets and other Board Authorizations; Resolution; Loan Agreement

Contract/Agreement (If attached): Reviewed by County Attorney Yes No

County Manager's Office

Department *Kimberly Prosser*
 Kimberly Prosser, Emergency Management

PR



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

October 22, 2014

M E M O R A N D U M

TO: Kimberly Prosser, Emergency Management Director

RE: Item V.E.2., Resolution Amending Resolution No. 12-273 by Increasing the Authorized Borrowing Amount Therein to Provide for the Financing of the Remainder of the 800 MHz Project Through the Commercial Paper Loan Program

The Board of County Commissioners, in regular session on October 21, 2014, adopted Resolution No. 14-200, amending Resolution No. 12-273, by increasing the authorized borrowing amount therein to provide for the financing of Phase 3 of the 800 MHz Project through the Commercial Paper Loan Program. Enclosed are two certified copies of the Resolution.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

Encls. (2)

cc: County Manager
Finance
Budget

RESOLUTION NO. 14-200

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA, AUTHORIZING THE BORROWING OF NOT EXCEEDING \$4,100,000 FROM THE POOLED COMMERCIAL PAPER LOAN PROGRAM OF THE FLORIDA LOCAL GOVERNMENT FINANCE COMMISSION PURSUANT TO THE TERMS OF THE LOAN AGREEMENT AMONG THE COUNTY, JPMORGAN CHASE BANK, N.A., AND THE COMMISSION IN ORDER TO FINANCE THE COMPLETION OF THE EXPANSION OF THE COUNTY'S 800 MHZ COMMUNICATION SYSTEM WITHIN THE COUNTY, INCLUDING THE REIMBURSEMENT OF ANY EXPENSES PREVIOUSLY INCURRED BY THE COUNTY IN CONNECTION THEREWITH; AUTHORIZING THE EXECUTION OF A LOAN NOTE OR LOAN NOTES TO EVIDENCE SUCH BORROWING AND AGREEING TO SECURE SUCH BORROWING WITH A COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES OF THE COUNTY, ALL AS PROVIDED IN THE LOAN AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH OTHER DOCUMENTS AS MAY BE NECESSARY TO EFFECT SUCH BORROWING; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA:

SECTION 1. DEFINITIONS. Unless the context of use indicates another meaning or intent, the following words and terms as used in this Resolution shall have the following meanings. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the hereinafter defined Loan Agreement.

"**Act**" means, collectively, Part I, Chapter 125, Florida Statutes, Part I, Chapter 163, Florida Statutes, and all other applicable provisions of law.

"**Additional Payments**" means the payments required to be made by the Public Agency pursuant to Sections 5.02(b), 5.02(c), 5.02(d), 5.05, 6.06(e) and 8.04 of the Loan Agreement.

"Bank" means JPMorgan Chase Bank, N.A., and any successors thereto.

"Board" means the Board of County Commissioners of the Public Agency.

"Chairman" means the Chairman or Vice Chairman of the Board, and such other person as may be duly authorized to act on his or her behalf.

"Clerk" means the Clerk of the Circuit Court for the Public Agency, ex-officio Clerk of the Board, and such other person as may be duly authorized to act on his or her behalf.

"Commission" means the Florida Local Government Finance Commission, and any assigns or successors thereto.

"Designated Revenues" means (1) the Public Agency Moneys and (2) the proceeds of the Loan pending the application thereof

"Loan" means the loan to be made by the Commission to the Public Agency from proceeds of the Series A Notes in accordance with the terms of this Resolution and of the Loan Agreement.

"Loan Agreement" means the Loan Agreement dated as of January 30, 2013, among the Public Agency, the Commission and the Bank, as the same may be amended and supplemented.

"Loan Rate" has the meaning set forth in the Loan Agreement.

"Loan Repayments" or **"Repayments"** means the payments of principal and interest on the Loan Amounts payable by the Public Agency pursuant to the provisions of the Loan Agreement and all other payments, including Additional Payments, payable by the Public Agency pursuant to the provisions of the Loan Agreement.

"Non-Ad Valorem Revenues" means all legally available revenues of the Public Agency derived from any source whatsoever other than ad valorem taxation on real and personal property, which are legally available to make the Loan Repayments required in the Loan Agreement.

"Program" means the Pooled Commercial Paper Loan Program established by the Commission for which the Bank currently provides the Credit Facility.

"Project A-2" means the completion of the expansion of the Public Agency's 800 MHz communication system, as more particularly described in the plans and specifications on file with the Public Agency, as the same may be amended or modified from time to time.

"Public Agency" means Brevard County, Florida, a political subdivision of the State of Florida.

"Public Agency Moneys" shall mean the moneys budgeted and appropriated by the Public Agency from Non-Ad Valorem Revenues for payment of the Loan Repayments pursuant to the Public Agency's covenant to budget and appropriate such Non-Ad Valorem Revenues contained in Section 6.04 of the Loan Agreement.

"Repayment Schedule" means the schedule of Repayments of the Loan as provided in Exhibit A attached hereto and incorporated herein, as the same may be amended or modified from time to time.

"Resolution" means this Resolution, as the same may from time to time be amended, modified or supplemented.

"Series A Notes" means the Commission's Pooled Commercial Paper Notes, Series A (Governmental Issue), to be issued from time to time by the Commission.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender.

Words importing the singular number include the plural number, and vice versa.

SECTION 2. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act.

SECTION 3. FINDINGS. It is hereby ascertained, determined and declared that:

(A) The Commission has been established for the principal purpose of issuing commercial paper notes in order to provide funds to loan to public agencies, such as the Public Agency, desiring to finance the cost of acquiring, constructing and equipping capital improvements and to finance other governmental needs.

(B) In furtherance of the foregoing, the Commission shall issue, from time to time, commercial paper notes to be known as "Florida Local Government Finance Commission Pooled Commercial Paper Notes, Series A (Governmental Issue)" pursuant to the Program and shall loan the proceeds of such Series A Notes to public agencies, including the Public Agency.

(C) Pursuant to the authority of the Act, the Commission has agreed to loan, from time to time, to the Public Agency such amounts as shall be authorized herein and in the Loan Agreement in order to enable the Public Agency to finance, refinance and/or reimburse the costs of the acquisition, construction and equipping of various capital improvements, including Project A-2, and the Public Agency desires to borrow such amounts from the Commission subject to the terms and conditions of the Loan Agreement.

(D) The Public Agency desires to borrow an amount not to exceed \$4,100,000 in order to finance the acquisition, construction and equipping of the Project A-2.

(E) The Public Agency hereby determines that provision of funds by the Commission to the Public Agency in the form of the Loan pursuant to the terms of the Loan Agreement and the finance of the Project A-2 will assist in the development and maintenance of the public welfare of the residents of the Public Agency, and shall serve a public purpose by improving the health and living conditions, and providing governmental services, facilities and programs and will promote the most efficient and economical development of such services, facilities and programs.

(F) The Loan shall be repaid solely from the Designated Revenues as provided in the Loan Agreement. The ad valorem taxing power of the Public Agency will never be necessary or authorized to make the Loan Repayments.

(G) Due to the potential volatility of the market for tax-exempt obligations such as the Note or Notes to be issued evidencing the Loan, the complexity of the transactions relating to such Note or Notes and the uniqueness of the Program, it is in the best interest of the Public Agency to deliver the Note or Notes to the Commission pursuant to the Program by a negotiated sale pursuant to Section 218.385(1), Florida Statutes, allowing the Public Agency to utilize the Program in which it participates from time to time and to enter the market at the most advantageous time, rather than at a specified advertised date, thereby permitting the Public Agency to obtain the best possible price, issuance costs and interest rate for such Note or Notes.

SECTION 4. TERMS OF LOAN. The Public Agency hereby approves of the Loan in an aggregate principal amount of not exceeding \$4,100,000 for the purposes of providing the Public Agency with sufficient funds to finance the Project A-2. The Chairman and the Clerk are hereby authorized to execute, seal and deliver on behalf of the Public Agency a Loan Note or Notes and other documents, instruments, agreements and certificates necessary or desirable to effectuate the Loan as provided in the Loan Agreement. The Loan Notes shall reflect the terms of the Loan or draws made on account of the Loan and shall be substantially in the form attached to the Loan Agreement as Exhibit D. The Chairman shall determine the amount and timing of funding of the Loan in accordance with the terms of the Loan Agreement as shall be determined necessary to finance the Project A-2. The repayment schedule for the

principal of the Loan or the draws made on account of the Loan shall be made in accordance with the Repayment Schedule provided in Exhibit A attached hereto and the terms of the Loan Agreement or at such other time or times as shall be determined by the Chairman and shall be permitted by the Loan Agreement. The Loan is subject to mandatory prepayment in accordance with Section 5.06 of the Loan Agreement. Draws made in regard to the Loan shall bear interest at the Loan Rate in accordance with the terms of the Loan Agreement. The Public Agency further agrees to make all Loan Repayments required of it pursuant to the terms of the Loan Agreement. The letter of credit fee with respect to the Loan shall equal 85 basis points.

SECTION 5. AUTHORIZATION OF PROJECT A-2. The Public Agency does hereby authorize Project A-2 as described herein and the reimbursement of any costs incurred by the Public Agency with respect to Project A-2 within the prior 60 days that are approved by bond counsel to the Program.

SECTION 6. SECURITY FOR THE LOAN. The Public Agency's obligation to repay the Loan will be secured by a pledge of and lien upon the Designated Revenues in accordance with the terms of the Loan Agreement. The obligation of the Public Agency to repay the Loan shall not be deemed a pledge of the faith and credit or taxing power of the Public Agency and such obligation shall not create a lien on any property whatsoever of or in the Public Agency other than the Designated Revenues.

SECTION 7. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the making of the Loan by the Commission, this Resolution shall be deemed to be and shall constitute a contract between (i) the Public Agency and (ii) the Commission and the Bank.

SECTION 8. GENERAL AUTHORITY. The members of the Board and the officers, attorneys and other agents or employees of the Public Agency are hereby authorized to do all acts and things required of them by this Resolution and the Loan Agreement, or desirable or consistent with the requirements of this Resolution and the Loan Agreement, for the full punctual and complete performance of all the terms, covenants and agreements contained in this Resolution and the Loan Agreement, and each member, employee, attorney and officer of the Public Agency or its Board is hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution and the Loan Agreement.

SECTION 9. SEVERABILITY. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable

from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof.

SECTION 10. REPEAL OF INCONSISTENT RESOLUTIONS. All resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 11. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

This Resolution passed and adopted this 21st day of October, 2014.

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**

(SEAL)

By: 
Mary Bolin Lewis, Chairman

ATTEST:



Scott Ellis, Clerk of the Circuit Court
and Ex-Officio Clerk to the Board of County
Commissioners of Brevard County, Florida

EXHIBIT A

PROPOSED REPAYMENT SCHEDULE

The principal of the Loan shall be repaid as follows (or on such other date or dates and in such amounts as the Chairman shall determine):

<u>Date</u>	<u>Principal Amount</u>
September 3, 2019	\$4,100,000

*The Loan is subject to mandatory prepayment pursuant to Section 5.06 of the Loan Agreement.

BREVARD COUNTY CAPITAL PROJECT SUMMARY

Department: Emergency Management Office
Program: 800 MHz
Project Name: New
Project Manager: New

PROJECT CHARACTERISTICS

Location: Brevard County **Start Date:** 10/1/2012 **End Date:** 9/30/2017

CHECK THE APPROPRIATE PROJECT POSTURE BOX:

FUNDED: **UNFUNDED:** x **NEW:** **ONGOING:** **Dept. Ranking: (High/Medium/Low)** High **Funded Program/IO #:** **Select Funded Program/IO**

Is this a CIE Requirement? **Select Yes or No** **Is this a mandated project?** **Yes**

EFFICIENCIES

Will the project save the county future operating cost? No **How much will the project save annually?** \$ -
Compare projects costs with operating savings; will the project eventually pay for itself? Yes
What is the estimated return on investment of the project? (Savings/Cost) \$ -
How long will the project take to pay for itself? (Cost/Annual Operating Savings)

Justification: FCC Fourth Report & Order requires compliance with interoperability and usage of additional frequency spectrum. The project will provide all users of the Brevard County Public Safety Radio System to communicate with users from other radio system, regardless of manufacturers, in a clear secure manner. The project will enhance coverage with the addition of two new sites and the upgrade of two existing sites from receive only to receive and transmit. This will improve indoor building coverage providing improved officer safety as well as improved outdoor coverage. This enhancement will also provide wide area voice encrypted and standard digital voice communications the currently are performing in single site mode limiting communications in a secure manner.

Description: The phased migration of the Analog EDACS Public Safety Radio System will utilize existing equipment as well as stored spare equipment to expand and enhance radio coverage for all users of the system. The expansion and enhancements will include additional tower sites to improve coverage and the addition of FCC Mandated P25 accessibility for interoperability with other public safety radio users regardless of system design or manufacturer of equipment. This phased project will build on the existing foundation of P25 ready transmitters to provide quality digital, analog and voice encrypted digital communications to all users in a modular platform to allow the individual user to update and enhance features and options at gradual pace without replacing the original equipment.

PROJECTED CAPITAL FUNDING (REVENUE) BY YEAR

Revenue	ALL PFYs Revenue	2011/2012 Current Year Budget	FY 2011/2012 Projections	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	Future Anticipated Revenue	Total Project Revenue
Select Revenue Type	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Select Revenue Type	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Select Revenue Type	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Select Revenue Type	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Select Revenue Type	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PROJECTED CAPITAL EXPENDITURES BY YEAR

Expenses	ALL PFYs Expenditures	2011/2012 Current Year Budget	FY 2011/2012 Projections	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	Future Anticipated Expenditures	Total Project Costs
Land	\$ -	\$ -	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500,000
Permitting	\$ -	\$ -	\$ -	\$ 47,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,000
Design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000
Other	\$ -	\$ -	\$ -	\$ 3,728,113	\$ 5,610,107	\$ 4,011,005	\$ -	\$ -	\$ -	\$ 13,349,225
Total Capital	\$ -	\$ -	\$ -	\$ 5,775,113	\$ 5,610,107	\$ 4,011,005	\$ -	\$ -	\$ -	\$ 15,396,225

PROJECTED OPERATING EXPENDITURES BY YEAR

Personnel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Operating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Start-Up	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

GRAND TOTAL CAPITAL & OPERATING EXPENDITURES BY YEAR

Grand Total	\$ -	\$ -	\$ -	\$ 5,775,113	\$ 5,610,107	\$ 4,011,005	\$ -	\$ -	\$ -	\$ 15,396,225
--------------------	-------------	-------------	-------------	---------------------	---------------------	---------------------	-------------	-------------	-------------	----------------------

Site Location Picture



Mims

Current Condition or Conceptual Picture



Barefoot Bay