



Arapahoe County

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Board Summary Report

File #: 23-686

Agenda Date: 11/20/2023

Agenda #:

To: Board of County Commissioners

Through: Tyler Brown, Sheriff

Prepared By:
Katie Hummel, Telecommunications Coordinator, Sheriff's Office

Presenter: Katie Hummel, Telecommunications Coordinator, Sheriff's Office

Subject:
1:00 PM *Fifth Amendment to License Agreement for Radio Equipment at 6400 S Fiddler's Green Circle

Purpose and Request:

The Arapahoe County Sheriff's Office requests the Board of County Commissioners to authorize Sheriff Tyler Brown to sign the Fifth Amendment to the License Agreement allowing the Arapahoe County Sheriff's Office to add additional radio equipment on the roof of the Plaza Tower One building at 6400 South Fiddler's Green Circle.

Background and Discussion: Arapahoe County Sheriff's Office is adding an additional antenna to the roof of the Plaza Tower One Building and an additional radio equipment rack on the inside. The fifth amendment to the license agreement was created to reflect these changes and requires signature. Because the BOCC signed the previous amendment to this agreement, BOCC approval is required for the Sheriff to execute the proposed fifth amendment.

The 2023 fifth amendment to the license agreement will optimize the use and ability of technology by adding a redundant microwave system to this location.

In December 2005, the County entered into an agreement with the owners of Plaza Tower One for the Sheriff's Office to keep radio equipment placed on the roof of the Tower. That agreement has been revised to show additional equipment. The current Agreement will expire on December 31, 2025. The fifth amendment does not change the expiration date of the current agreement.

Fiscal Impact: The money to cover this annual agreement should come from the RCNS Fund, so there would not be a direct short-term fiscal obligation from the County. Paragraph 7 of the RCNS Intergovernmental Agreement states, "The County shall pay for all expenses of every kind or nature incurred in the operation of the CNS. Subscriber shall not be liable for any debts or liabilities contracted or incurred by the County or any other entity which may utilize the CNS."

The proposed payment schedule is as such:

Payment Date / License Fee
January 1, 2024 / \$54,758.06

January 1,

2025 / \$56,400.80

Alternatives: There are few other options available, and none of them are reasonable or acceptable at this time. Currently the Plaza Tower One is the prime location in Arapahoe County for locating the radio equipment. It has the necessary height and overlooks a relatively flat expanse of land. If this site were lost there would be numerous “dead spots” around the area. These “dead spots” would adversely affect many agencies in the south end of the metro area.

Alignment with Strategic Plan:

- ☐ Be fiscally sustainable
- ☒ Provide essential and mandated service
- ☐ Be community focused

Staff Recommendation: Staff recommends approving the proposed fifth amendment to the license agreement.

Concurrence: The Sheriff’s Office Administration and the Support Services Bureau are in full support of entering into this Fifth Amendment with Plaza Tower One.