

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE CITY MANAGER'S RECOMMENDATION (AS FURTHER SET FORTH IN THE CITY COMMISSION MEMORANDUM ACCOMPANYING THIS RESOLUTION) AND WAIVING, BY 5/7TH VOTE, THE COMPETITIVE BIDDING REQUIREMENT, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY, AND AUTHORIZING CITY MANAGER TO EXECUTE A PREMIUM LIGHTING AGREEMENT AND A STREET LIGHTING AGREEMENT WITH FLORIDA POWER AND LIGHT COMPANY ("FPL"), FOR A TOTAL COST OF \$75,711.15, TO UPGRADE AND ENHANCE THE STREET LIGHTING ON COLLINS COURT, BETWEEN 5TH STREET AND 15TH STREET, FOR THE PURPOSE OF ASSISTING THE MIAMI BEACH POLICE DEPARTMENT WITH ITS CRIME DETERRENCE EFFORTS.

WHEREAS, FPL owns and maintains the street lighting system currently installed on Collins Court, between 5th Street and 15th Street; and

WHEREAS, FPL is the sole authorized agent to replace (remove existing and replace with new) lighting fixtures installed on FPL light poles; and

WHEREAS, the City of Miami Beach Police Department previously approached the Public Works Department to upgrade the lighting along the adjacent streets, and the City replaced the existing cobra style street lights with new 400 watt LED fixtures on the streets perpendicular to Collins Court; and

WHEREAS, the Miami Beach Police Department believes the use of the new lights has proven successful in deterring criminal activity on those streets where the LED lighting has been installed; and

WHEREAS, to expand these crime deterrence efforts, the Miami Beach Police Department has recommended that similar action be taken for Collins Court, from 5th Street to 15th Street; and

WHEREAS, the existing lights are owned by FPL and mounted on FPL poles; and

WHEREAS, FPL has identified that two steps need to be taken in order to implement the new lighting program: (1) 30 existing fixtures need to be removed from Collins Court; and (2) 46 new 168 watt LED cobra light fixtures need to be installed; and

WHEREAS, as FPL owns the existing poles upon which no other party may install lights, it is not feasible to competitively bid the upgrade of the street lights; and

WHEREAS, FPL has provided the City with a Premium Lighting Agreement and a Street Lighting Agreement to accomplish these tasks, with corresponding cost estimates: the removal will cost \$16,196.15, and the installation of the new lighting will cost \$59,515; and

WHEREAS, after considering the Administration's review and analysis, the City Manager recommends that the Mayor and City Commission waive the competitive bidding requirement as being in the best interests of the City and in an effort to enhance public safety, and approve this Resolution authorizing the City Manager to execute the Agreements authorizing FPL to complete the work of upgrading the street lighting along Collins Court.

PASSED AND ADOPTED this ____ day of _____, 2017.

Rafael Granado, City Clerk

2001-2-22-17
City Attorney RAP Date



2/17/2017

Rudy De La Torre
City Of Miami Beach

Re: Collins Ct Streetlights.

Good Afternoon Rudy,

Please find included the quotes and streetlight agreements for the removal of the high-pressure sodium lights in place and the installation of LED lights.

Here is what is included:

- Quote CD74521391 – The cost for the labor to remove the old light plus the net book value after depreciation and the Streetlight Agreement for Removal
- Quote CD74521461 – The cost for labor and materials for the install of new LED lights and the Premium Streetlight Agreement for Install

Please submit payment for each quote and return a signed copy of each Agreement.

Sincerely,

Scott F. Davis, E.I.
Associate Engineer – Service Planning
Central Dade
Office: 305-377-6064
Fax: 305-377-6010
Scott.Davis@fpl.com

Work Request Charges Quotation
FPL-Power Systems

To: RUDY DE LA TORROW
0 MIAMI BEACH
ST LTS
MIAMI BEACH, FL 33139
TLN = 8-7755-9999-0-4

Quote Number: CD74521391
Description: QUOTE FOR REMOVAL OF 30 HP SODIUM SL
PLUS NET BOOK VALUE

Quote Date: 2/16/2017
Preferred Option: Yes
No. Payments:
Project:

Quotation Details

Description	Refundable?	Unit Cost	Quantity	Total	Due Before Work	Paid
Lump Sum	No	16,196.15	1	16,196.15	Y	

Charges Due Before Work Starts:

16,196.15

Tax:

0.00

Subtotal:

16,196.15

Charges Due On Completion:

0.00

Tax:

0.00

Subtotal:

0.00

Total Charges:

16,196.15

Total Tax:

0.00

Total Including Tax:

16,196.15

Total Refundable:

0.00

Total Non-Refundable:

16,196.15



FPL Account Number: 04562-78399
FPL Work Order Number: 7452139

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, City of Miami Beach (hereinafter called the Customer), requests on this 16th day of February, 2017, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) Collins Ct from 6th St to Espanola Way, located in Miami Beach, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Lights Installed</u>		# Installed
Fixture Rating (in Lumens)	Fixture Type	

<u>Lights Removed</u>		# Removed
Fixture Rating (in Lumens)	Fixture Type	
63000	Open Bottom	30

<u>Poles Installed</u>		<u>Poles Removed</u>	
Pole Type	# Installed	Pole Type	# Removed

<u>Conductors Installed</u>	<u>Conductors Removed</u>
Feet not Under Paving	Feet not Under Paving
Feet Under Paving	Feet Under Paving

(b) Modification to existing facilities other than described above (explain fully): _____

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a contribution in the amount of \$0 prior to FPL's initiating the requested installation or modification.
3. To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
4. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
5. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
6. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:

- a. the addition of street lighting facilities;
- b. the removal of street lighting facilities; and
- c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
9. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
11. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.
12. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
13. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
14. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
15. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
16. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
17. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

City of Miami Beach
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: _____
Signature (Authorized Representative)

By: _____
(Signature)

(Print or type name)

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Title: _____

Title: _____

2001 2-22-17
City Attorney RWP Date

Work Request Charges Quotation
FPL-Power Systems

To: RUDY DE LA TORRE
0 MIAMI BEACH
ST LTS
MIAMI BEACH, FL 33139
TLN = 8-7755-9999-0-4

Quote Number: CD74521461
Description: QUOTE FOR INSTALL OF 46 - 168 W LED SL
TIME ADDER PER TARIFF

Quote Date: 2/16/2017
Preferred Option: Yes
No. Payments:
Project:

Quotation Details

Description	Refundable?	Unit Cost	Quantity	Total	Due Before Work	Paid
Lump Sum	No	59,515.00	1	59,515.00	Y	

Charges Due Before Work Starts:

59,515.00

Tax:

0.00

Subtotal:

59,515.00

Charges Due On Completion:

0.00

Tax:

0.00

Subtotal:

0.00

Total Charges:

59,515.00

Total Tax:

0.00

Total Including Tax:

59,515.00

Total Refundable:

0.00

Total Non-Refundable:

59,515.00



FPL Account Number: 41663-27563
FPL Work Order Number: 7452146

PREMIUM LIGHTING AGREEMENT

In accordance with the following terms and conditions, City of Miami Beach (hereinafter called the Customer), requests on this 14th day of February, 2017, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of premium lighting facilities at (general boundaries) City of Miami Beach, located in Miami Beach/Dade, Florida.
(city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

Lights Installed			Lights Removed		
Fixture Rating (in Lumens)	Fixture Type	# Installed	Fixture Rating (in Lumens)	Fixture Type	# Removed
13,290	Cree/168w LED	46			

Poles Installed		Poles Removed	
Pole Type	# Installed	Pole Type	# Removed

(b) Modification to existing facilities other than described above (explain fully): N/A

Total work order cost is \$49,837.00

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

1. To install or modify the premium lighting facilities described and identified above (hereinafter called the Premium Lighting System), furnish to the Customer the electric energy necessary for the operation of the Premium Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Premium Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Premium Lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To purchase from FPL all of the electric energy used for the operation of the Premium Lighting System.
3. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Premium Lighting rate schedule on file at the FPSC or any successive Premium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.
4. To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Premium Lighting System.
5. To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the premium lighting facilities.

IT IS MUTUALLY AGREED THAT:

6. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL premium lighting facilities is defined as the following:
 - a. the addition of premium lighting facilities;
 - b. the removal of premium lighting facilities; and
 - c. the removal of premium lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.Modifications will be subject to the costs identified in FPL's currently effective Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.
7. FPL will, at the request of the Customer, relocate the premium lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL premium lighting facilities.
8. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to a similar kind and quantity.
10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.
11. The Customer will pay for these facilities as described in this Agreement by paying a lump sum of \$59,515.00 in advance of construction.
12. The monthly Maintenance Charge is \$176.64. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
13. The monthly Billing Charge is \$N/A. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
15. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving the Company at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the facilities.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

City of Miami Beach
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

By: _____
(Signature)

(Print or type name)

Title: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

D. L. C. L. 2-22-17
City Attorney *RAP* Date