

Memorandum



Date: March 7, 2017

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over a horizontal line.

Agenda Item No. 8(N)(5)

Subject: Recommendation for Approval of Agreement between Florida Power and Light and Miami-Dade County for a Utility Permitting Employee

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the Utility Structure Permitting Agreement (Agreement) between the Florida Power and Light Company (FPL) and Miami-Dade County (County), for the purpose of providing an increased level of designated contract staffing for permits issued by the Miami-Dade County Department of Transportation and Public Works (DTPW) for applications for electrical service facilities in the County.

SCOPE

The scope of this item is countywide in nature.

FISCAL IMPACT

There is no fiscal impact to the County. Through this Agreement, FPL will provide compensation to the County each fiscal year to fund the contract position. The payment will be made once a year upon receipt of an invoice from the County.

BACKGROUND

Due to an increase in FPL's critical electrical infrastructure projects located within the unincorporated areas of the County, FPL will provide funding to the County for the purpose of employing one (1) contract employee for the exclusive purpose of processing applications and permits on a priority basis for electric utility projects within the unincorporated areas to the County. The individual filling this position will act solely as a contract employee of the County, which will be responsible for the employees' training, supervision, compensation, and all other personal matters.

The County agrees to diligently pursue the filling of this position with a qualified individual. Should the position be terminated for any reason, the County agrees to initiate the hiring process to retain another qualified individual to fill the position.

The Agreement will become effective on the date of execution by the County, and will remain in effect for one (1) year. The Agreement may be extended on a yearly basis, through mutual consent of the parties.



Alina T. Hudak
Deputy Mayor




MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: March 7, 2017

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(5)

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 ____, 3/5's ____, unanimous ____) 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)(5)
3-7-17

RESOLUTION NO. _____

RESOLUTION AUTHORIZING APPROVAL OF AN AGREEMENT BETWEEN THE FLORIDA POWER AND LIGHT COMPANY AND MIAMI-DADE COUNTY FOR THE PURPOSE OF PROVIDING A DEDICATED PLANS REVIEW STAFFER IN THE AMOUNT OF \$70,000.00 TO THE COUNTY IN THE FIRST YEAR

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 (Agreement) between the Florida Power and Light Company and Miami-Dade County in the amount of \$70,000.00 to the County in the first year, for the purpose of providing a dedicated plans review staffer for permits to be issued by the Miami-Dade County Department of Transportation and Public Works for applications for electrical service facilities. 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 who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Esteban L. Bovo, Jr, Chairman	
Audrey M. Edmonson, Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of March, 2017. 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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Bruce Libhaber

**Agreement for
Utility Structure Permitting
Between Florida Power and Light Company
And
Miami-Dade County**

This Utility Structure Permitting Agreement (Agreement) is entered into by and between the Florida Power & Light Company (FPL) and Miami-Dade County (County) for the purpose of providing an increased level of designated staffing for permits issued by the Miami-Dade County Department of Transportation and Public Works (DTPW) for applications for electrical service 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 FPL's critical electric infrastructure projects located within the unincorporated areas of the County; and

WHEREAS, FPL has an obligation and duty to provide reasonably sufficient, adequate, and efficient electric service to its customers; and

WHEREAS, the services to be performed under this Agreement will provide a real and substantial benefit for the citizens of the County through the expeditious processing of applications for permits for critical electric service infrastructure projects,

NOW THEREFORE, in consideration of the foregoing recitals and covenants stated herein, FPL and the County formally agree to the following:

1. FPL 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 electric utility projects within the unincorporated areas of the County. The individual filling this position will act solely as staff of the County, which will be responsible for the employees' training, supervision, compensation, and all other personnel matters.
2. FPL agrees to provide the County the amount of \$70,000 for the first County fiscal year to fund the position. 30 days prior to the end of each fiscal year, the County shall provide FPL with the cost of the review staffer for each subsequent year. FPL shall, within 30 days, accept in writing the proposed amount or terminate, in writing, the Agreement. The payment of the funds will be made in one (1) increment upon receipt of an invoice from the County.
3. The County agrees to diligently pursue the filling of this position with a qualified individual. Should the staffer be terminated by the County or resign employment for any reason, the County agrees to diligently initiate the hiring process to retain another qualified individual to fill the position.
4. FPL 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 electric utility

projects within unincorporated County, with a goal of permit issuance within 30 days following the County's receipt of complete permit application.

TERM OF AGREEMENT

5. This Agreement will become effective on the date of execution by the County and will remain in effect until one (1) year after the execution. The Agreement may be extended on a year to year basis, through mutual agreement of the parties.

6. In the event of one party's failure to fulfill any of its obligations under this Agreement, the other party may terminate this Agreement after providing written notice of its intent to terminate, to include the reason(s) for termination, at least 60 calendar days in advance of the date of termination. In the event the Agreement is terminated, any unexpended funds remaining after the final payment to the employee will be returned to FPL.

NOTICE

7. Notice will be deemed sufficient when delivered by U.S. mail to the appropriate party at the address set forth below:

For FPL:
Jose Coto, General Manager
Engineering and Technical Services
700 Universe Blvd. TS4/JW
Juno Beach, Florida 33408

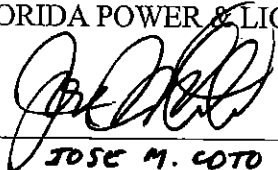
For County:
Miami-Dade County
Department of Transportation and Public Works
Assistant Director of Public Works
111 NW 1st Street - Suite 1409
Miami, Florida 33128

8. FPL's continuing participation in this Agreement (except for the termination described above) is subject only to the Florida Legislature's annual approval of FPL's spending authority for the services contemplated under this Agreement. This Section does not release FPL from the notice of termination requirement in Paragraph 6.

[Signature Page to Follow]

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

FLORIDA POWER & LIGHT COMPANY

By: 
JOSE M. COTO
GENERAL MANAGER - ENGINEERING

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