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**OF COUNTY COMMISSIONERS**
**MIAMI-DADE COUNTY, FLORIDA**

# Memorandum

**Date:** February 6, 2024

Agenda Item No. 3(B)(2)

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

**From:** Daniella Levine Cava
Mayor

Resolution No. R-80-24

**Subject:** Resolution Ratifying the Execution of an Interconnection Agreement with Florida Power & Light Company for the PortMiami Shore Power Phase 1 Project (Project No. 2021-010) Pursuant to Miami-Dade Seaport Department's Capital Improvement Programs Expedite and Acceleration Ordinance, Section 2-8.2.15 of the Code of Miami-Dade County, Florida

## Executive Summary

The purpose of this item is to obtain ratification by the Board of County Commissioners (Board) for the execution of the Shore Power Interconnection Agreement (SPIA) with Florida Power & Light (FPL) for the Shore Power Phase 1 Project, in the maximum amount of $144,000, as allowed under the Miami-Dade Seaport Department's Capital Improvement Programs Expedite and Acceleration Ordinance (Seaport Expedite and Acceleration Ordinance). Use of the Seaport Expedite and Acceleration Ordinance was authorized by the Board at its meeting on November 2, 2021, through Resolution R-1039-21.

The SPIA formalizes the terms and conditions which must be followed when shore power is being connected and disconnected to a vessel at PortMiami. Since there is a short period of time (averaging fewer than five minutes) in which the vessel receives power from both its on-board generators and the electrical grid system, FPL requires certain conditions and protections from the Port's shore power substations prior to connecting to and when disconnecting from FPL's grid.

## Recommendation

It is recommended that the Board ratify the County Mayor's or County Mayor's designee's execution of the SPIA between FPL and the County, as authorized under the Seaport Expedite and Acceleration Ordinance, and authorize the County Mayor or County Mayor's designee to exercise any County rights conferred therein.

## Scope

PortMiami is located within District 5, which is represented by Commissioner Eileen Higgins. The impact of the agenda item is countywide as PortMiami is a regional asset and generates employment for residents throughout Miami-Dade County.

## Fiscal Impact/Funding Source

The fiscal impact of the SPIA is $144,00.00. This is based on the cost of the interconnection equipment ($144,000.00 for materials and labor) provided by FPL. These funds will be paid from the Port's commercial paper program.

**Background**

On February 17, 2021, the County, FPL, and PortMiami's leading cruise ship companies signed a joint statement agreeing to work together on the most effective way to bring shore power to PortMiami. Shore power enables vessels to turn off their diesel generators and connect to the local electric power grid while berthed at PortMiami, reducing carbon emissions.

The world's largest cruise lines and PortMiami's long-term partners (Carnival Corporation, Royal Caribbean Group, Norwegian Cruise Line Holdings, MSC Cruises, and Virgin Voyages) have further upgraded or committed to have certain Miami 'homeported' vessels shore power ready. Through Resolution R-1039-21, the Port is constructing the shore power systems and will have shore power available (following commissioning the shore powers' systems and commissioning the vessels configured for shore power), on a shared basis, at four (4) cruise terminals (Cruise Terminals A, B, F, and V) in Spring 2024, and at the fifth cruise terminal in Fall 2024 when the MSC Shared Terminal (Cruise Terminal AA) is completed. Upon final completion of the full Phase 1 project, PortMiami will be the first major cruise port on the U.S. Eastern Seaboard with shore power availability at 5 cruise terminals (on a shared basis) supporting large, ocean-going vessels.

Seaport Expedite Ordinance

On April 5, 2016, the Board approved Ordinance 16-38 authorizing the County Mayor or County Mayor's Designee to award, execute, and implement contracts for previously funded capital projects and related goods and services for projects identified in the Seaport's Multi-Year Capital Plan's Capital Improvements Program, without the need for prior Board approval, but subject to ratification by the Board. The accelerated approval process assists the Seaport in meeting its tenant commitments and project deadlines.

On November 2, 2021, the Board approved Resolution R-1039-21, authorizing the County Mayor or County Mayor's designee to utilize the Seaport Expedite and Acceleration Ordinance in connection with the Shore Power Phase 1 program.

Ratification

As part of the Shore Power Phase 1 Program, FPL requires the County to execute the SPIA, which outlines terms for safe power transfer during the short period of time (anticipated to be less than five minutes) when power is being transferred from the cruise vessel, through the Port's shore power substation, to the FPL grid system, and vice versa, that are outlined in the SPIA. The vessels will then stay connected to shore power for the duration of its call while at berth at PortMiami. The attached interconnection agreement encompasses both FPL's and the County's responsibilities, conditions, and protections that are required when the Port's shore power substations are interconnected with FPL's grid system. Such responsibilities include, among other items, proper operation and maintenance of both the shore power converter stations by the port and the interconnection facilities by FPL, testing and reporting requirements of the shore power converter stations prior to connection to FPL's electrical system by the port, along with access to premises for regular inspections and emergencies.

The proposed agreement ratification under this agenda item meets the eligibility criteria for the use of the Seaport Expedite and Acceleration Ordinance since the Shore Power Phase 1 project

is an approved project with the Capital Improvement Project via Resolution R-1039-21 and in connection with the adoption of the Seaport Department's budget for Fiscal Years 2021/22, 2022/23, and 2023/24. Additionally, FPL has informed the Seaport Department that this SPIA must be executed at least 30 days prior to FPL's delivery of power to the shore power systems.

**Track Record/Monitor**

The Seaport Department staff members responsible for monitoring the SPIA are Becky Hope, Assistant Director, Planning, Environment & Resiliency, and Elizabeth Ogden, Assistant Director, Capital Development.

**Delegation of Authority**

The agreement was executed pursuant to Section 2-8.2.15 of the Miami-Dade County Code related to the Seaport Expedite Ordinance, which delegates authority to the County Mayor or County Mayor's designee to implement contracts for previously funded capital projects identified in the Seaport's Mult-Year Capital Plan's Capital Improvement Program, without the need for prior Board approval, but subject to ratification by the Board. The resolution delegates authority to the County Mayor or County Mayor's designee to exercise all rights contained in the Shore Power Interconnection Agreement, including rights of termination.

Jimmy Morales
Chief Operations Officer

# INTERCONNECTION AGREEMENT

# FOR THE

# PORTMIAMI SHORE POWER PROJECT

# BETWEEN

# FLORIDA POWER & LIGHT COMPANY

# AND

# MIAMI-DADE COUNTY, FLORIDA

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**INTERCONNECTION AGREEMENT**
**FOR**
**PORTMIAMI SHORE POWER PROJECT**

This Interconnection Agreement for the PortMiami Shore Power Project ("Agreement") is made and entered into this ___ day of _____, 2024 ("Effective Date"), by Florida Power & Light Company ("Transmission Provider" or "FPL") and Miami-Dade County, Florida ("Interconnection Customer" or "Miami-Dade"), each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties."

**WITNESSETH**

**WHEREAS**, Transmission Provider operates the Transmission System and the Distribution System;

**WHEREAS**, Interconnection Customer intends to install five shore power AC-DC-AC power converter stations to provide utility shore power to cruise ship generators when cruise ships are at docked at PortMiami (the "Shore Power Converter Stations"); and

**WHEREAS**, Interconnection Customer and Transmission Provider have agreed to enter into this Agreement for the purpose of establishing the terms and conditions under which the Shore Power Converter Stations will interconnect in parallel with Transmission Provider's Distribution System during connection and disconnection of the cruise ship generators from the Shore Power Converter Stations.

**NOW, THEREFORE**, in consideration of and subject to the mutual covenants set forth herein, the Parties agree as follows.

**TERMS AND CONDITIONS**

**Article 1. Scope and Limitations of Agreement**

1.1 Capitalized terms used herein shall have the meanings specified in the Glossary of Terms in Attachment 1 or the body of this Agreement.

1.2 This Agreement governs the terms and conditions under which the Shore Power Converter Stations will interconnect with, and operate in parallel with, the Transmission Provider's Distribution System.

1.4 Nothing in this Agreement is intended to affect any other agreement between the Transmission Provider and the Interconnection Customer.

1.5 Responsibilities of the Parties

1.5.1 The Parties shall perform all obligations of this Agreement in accordance with all Applicable Laws and Regulations, Operating Requirements, and Good Utility Practice.

1.5.2 The Interconnection Customer shall construct, operate, and maintain its Interconnection Facilities necessary to accommodate the interconnection of the Shore Power Converter Stations at PortMiami in accordance with the applicable manufacturer's recommended maintenance schedule, and in accordance with this Agreement, and with Good Utility Practice.

1.5.3 The Transmission Provider shall construct, operate, and maintain its Transmission System, Distribution System and Interconnection Facilities in accordance with this Agreement, and with Good Utility Practice.

1.5.4 The Interconnection Customer agrees to construct its facilities or systems in accordance with applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory, and Operating Requirements in effect at the time of construction and other applicable national and state codes and standards. The Interconnection Customer agrees to ensure that the Shore Power Converter Stations are designed, installed, maintained, and operated to reasonably minimize the likelihood of a disturbance adversely affecting or impairing the system or equipment of the Transmission Provider.

1.5.5 Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for the facilities that it now or subsequently may own unless otherwise specified in the Attachments to this Agreement. Each Party shall be responsible for the safe installation, maintenance, repair and condition of their respective lines and appurtenances on their respective sides of the point of change of ownership. The Transmission Provider and the Interconnection Customer, as appropriate, shall provide Interconnection Facilities that adequately protect the Transmission Provider's Transmission System, personnel, and other persons from damage and injury. The allocation of responsibility for the design, installation, operation, maintenance and ownership of Interconnection Facilities shall be delineated in the Attachments to this Agreement.

1.5.6 The Interconnection Customer shall ensure "frequency ride through" capability and "voltage ride through" capability of the Shore Power Converter Stations. The Interconnection Customer shall enable these capabilities such that its Shore Power Converter Stations shall not disconnect automatically or instantaneously from the system or equipment

of the Transmission Provider for a defined under-frequency or over-frequency condition, or an under-voltage or over-voltage condition, as tested pursuant to section 2.1 of this agreement. The defined conditions shall be in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other converter station facilities in the Balancing Authority Area on a comparable basis. The term "ride through" as used herein shall mean the ability of a Shore Power Converter Station to stay connected to and synchronized with the system or equipment of the Transmission Provider during system disturbances within a range of conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other converter station facilities in the Balancing Authority on a comparable basis. The term "frequency ride through" as used herein shall mean the ability of the Shore Power Converter Stations to stay connected to and synchronized with the system or equipment of the Transmission Provider during system disturbances within a range of under-frequency and over-frequency conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority Area on a comparable basis. The frequency ride through capabilities of the system should be utilized in accordance with Category 1 of IEEE 1547-2018. The term "voltage ride through" as used herein shall mean the ability of the Shore Power Converter Stations to stay connected to and synchronized with the system or equipment of the Transmission Provider during system disturbances within a range of under-voltage and over-voltage conditions, in accordance with Good Utility Practice and consistent with any standards and guidelines that are applied to other generating facilities in the Balancing Authority Area on a comparable basis. The voltage ride through capabilities of the system should be utilized in accordance with Category 1 of IEEE 1547-2018.

1.6 Parallel Operation Obligations

Once the Shore Power Converter Stations have been authorized to commence parallel operation, the Interconnection Customer shall abide by all rules and procedures pertaining to the parallel operation of the Shore Power Converter Stations in the applicable control area that are communicated in writing by the Transmission Provider, including, but not limited to, the Operating Requirements set forth in Attachment 5 of this Agreement.

1.7 [reserved]

1.8 Primary Frequency Response

1.8.1 Primary Frequency Response. Interconnection Customer shall ensure the primary frequency response capability of its Shore Power Converter

Stations by installing, maintaining, and operating a functioning governor or equivalent controls. The term "functioning governor or equivalent controls" as used herein shall mean the required hardware and/or software that provides frequency responsive real power control with the ability to sense changes in system frequency and autonomously adjust the Shore Power Converter Stations' real power output. Interconnection Customer shall notify Transmission Provider that the primary frequency response capability of the Shore Power Converter Stations have been tested and confirmed during commissioning

1.8.1.1 Governor or Equivalent Controls. Whenever the Shore Power Converter Stations are operated in parallel with the Transmission System, the Shore Power Converter Stations shall be operated with its governor or equivalent controls in service and responsive to frequency. Upon request of the Transmission Provider in writing, Interconnection Customer shall be required to obtain and provide the status and settings of the governor or equivalent controls to Transmission Provider. If Interconnection Customer needs to operate a Shore Power Converter Station with its governor or equivalent controls not in service, Interconnection Customer shall immediately notify Transmission Provider, and provide the following information: (1) the operating status of the governor or equivalent controls (i.e., whether it is currently out of service or when it will be taken out of service); (2) the reasons for removing the governor or equivalent controls from service; and (3) a reasonable estimate of when the governor or equivalent controls will be returned to service. Interconnection Customer shall make Reasonable Efforts to keep outages of the Shore Power Converter Station's governor or equivalent controls to a minimum whenever the Shore Power Converter Station is operated in parallel with the Transmission System.

1.8.1.2 Timely and Sustained Response. Interconnection Customer shall not block or otherwise inhibit the ability of the governor or equivalent controls to respond and shall ensure that the response is not inhibited, except under certain operational constraints including, but not limited to, ambient temperature limitations, physical energy limitations, outages of mechanical equipment, or regulatory requirements. The Shore Power Converter Stations shall sustain the real power response at least until system frequency returns to a value within the deadband setting of the governor or equivalent controls.

## Article 2. Inspection, Testing, Authorization, and Right of Access

2.1 Equipment Testing and Inspection

2.1.1 In connection with the commissioning of the Shore Power Converter Stations and its Interconnection Facilities (and thereafter when specifically agreed by the Parties), the Interconnection Customer shall test and inspect the Shore Power Converter Stations and its Interconnection Facilities prior to interconnection with Transmission Provider's system at the Point of Interconnection. The Interconnection Customer shall notify the Transmission Provider of such activities no fewer than five Business Days (or as may be agreed to by the Parties) prior to such testing and inspection. Testing and inspection shall occur in accordance with the Interconnection Customer's berthing schedule, which includes days that are not Business Days. The Transmission Provider may, at its own expense, send qualified personnel to the site to inspect the interconnection and observe the testing. The Interconnection Customer shall provide the Transmission Provider a written test report when such testing and inspection is completed.

2.1.2 The Transmission Provider shall provide the Interconnection Customer written acknowledgment that it has received the Interconnection Customer's written test report. Such written acknowledgment shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Transmission Provider of the safety, durability, suitability, or reliability of the Shore Power Converter Stations or any associated control, protective, and safety devices owned or controlled by the Interconnection Customer.

2.2 Authorization Required Prior to Parallel Operation

2.2.1 The Transmission Provider shall use Reasonable Efforts to list applicable parallel operation requirements in Attachment 5 of this Agreement. Additionally, the Transmission Provider shall notify the Interconnection Customer of any changes to these requirements as soon as they are known. The Transmission Provider shall make Reasonable Efforts to cooperate with the Interconnection Customer in meeting requirements necessary for the Interconnection Customer to commence parallel operations by the in-service date.

2.2.2 The Interconnection Customer shall not operate its Shore Power Converter Stations in parallel with the Transmission Provider's Distribution System without prior written authorization of the Transmission Provider. The Transmission Provider will provide such authorization once the Transmission Provider receives notification that the Interconnection Customer has complied with all applicable parallel operation requirements. Such authorization shall not be unreasonably withheld, conditioned, or delayed.

2.3 Right of Access

2.3.1 Upon reasonable notice, the Transmission Provider may send a qualified person to the premises of the Interconnection Customer at or immediately before the time a Shore Power Converter Station first interconnects to inspect the interconnection,

and observe the commissioning of the Shore Power Converter Station (including any required testing), startup, and operation for a period of up to three Business Days after initial start-up of the unit. In addition, the Interconnection Customer shall notify the Transmission Provider at least five Business Days prior to conducting any on-site verification testing of the Shore Power Converter Station.

2.3.2 Following the initial inspection process described above, at reasonable hours, and upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, the Transmission Provider shall have access to the Interconnection Customer's premises for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement or if necessary to meet its legal obligation to provide service to its customers. The Interconnection Customer may require the Transmission Provider's personnel to obtain and maintain any necessary security clearances and identification to access secure areas of PortMiami and Transmission Provider shall bear all customary costs associated with such clearances and identification.

2.3.3 Each Party shall be responsible for its own costs associated with following this article.

## Article 3. Effective Date, Term, Termination, and Disconnection

3.1 Term of Agreement

This Agreement shall become effective on the Effective Date and shall remain in effect for a period of twenty years from the Effective Date or such other longer period as the Interconnection Customer may request and shall be automatically renewed for each successive one-year periods thereafter, unless terminated earlier in accordance with article 3.2 of this Agreement.

3.2 Termination

3.2.1 The Interconnection Customer may terminate this Agreement at any time by giving the Transmission Provider 20 Business Days written notice.

3.2.2 Either Party may terminate this Agreement after Default pursuant to article 6.6.

3.2.3 Upon termination of this Agreement, the Shore Power Converter Stations will be disconnected from the Transmission Provider's Distribution System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from the non-terminating Party's Default of this Agreement or such non-terminating Party otherwise is responsible for these costs under this Agreement.

3.2.4 The termination of this Agreement shall not relieve either Party of its liabilities and obligations owed at the time of the termination or arising from pre-termination acts or omissions.

3.2.5 The provisions of this article shall survive termination or expiration of this Agreement.

3.3 Temporary Disconnection

Temporary disconnection shall continue only for so long as reasonably necessary under Good Utility Practice.

3.3.1 Emergency Conditions -- Under Emergency Conditions, the Transmission Provider may immediately suspend interconnection service and temporarily disconnect the Shore Power Converter Station. The Transmission Provider shall notify the Interconnection Customer promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Interconnection Customer's operation of the Shore Power Converter Stations. The Interconnection Customer shall notify the Transmission Provider promptly when it becomes aware of an Emergency Condition that may reasonably be expected to affect the Transmission Provider's Distribution System. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of both Parties' facilities and operations, its anticipated duration, and the necessary corrective action.

3.3.2 Routine Maintenance, Construction, and Repair

The Transmission Provider may interrupt interconnection service of the Shore Power Converter Stations and temporarily disconnect the Shore Power Converter Stations from the Transmission Provider's Distribution System when necessary for routine maintenance, construction, and repairs on the Transmission Provider's Distribution System. The Transmission Provider shall provide the Interconnection Customer with five Business Days' notice prior to such interruption. The Transmission Provider shall use Reasonable Efforts to coordinate such reduction or temporary disconnection with the Interconnection Customer.

3.3.3 Forced Outages

During any forced outage, the Transmission Provider may suspend interconnection service to effect immediate repairs on the Transmission Provider's Distribution System. The Transmission Provider shall use Reasonable Efforts to provide the Interconnection Customer with prior notice. If prior notice is not given, the Transmission Provider shall, upon request, provide the Interconnection Customer with written documentation after the fact explaining the circumstances of the disconnection.

3.3.4 Adverse Operating Effects

The Transmission Provider shall notify the Interconnection Customer as soon as practicable if, based on Good Utility Practice, operation of the Shore Power Converter Stations is likely to cause disruption or deterioration of service to other customers served from the same electric system, or if operating the Shore Power Converter Stations is likely to cause damage to the Transmission Provider's Distribution System. Supporting documentation used to reach the decision to disconnect based on Transmission Provider's determination that the Interconnection Customer's operation of the Shore Power Converter Stations is the likely cause of disruption, deterioration of service, or potential damage to the Transmission Provider's Distribution System shall be provided to the Interconnection Customer upon Interconnection Customer's request. If, after notice and receipt of the foregoing documentation, the Interconnection Customer fails to remedy (but only to the extent the adverse operating effect is caused by the actions, inactions, or property of the Interconnection Customer) the adverse operating effect within a reasonable time, the Transmission Provider may disconnect the Shore Power Converter Stations until the adverse operating effect is remedied. The Transmission Provider shall provide the Interconnection Customer with five Business Days' notice of such disconnection.

3.3.5 Modification of the Shore Power Converter Stations

The Interconnection Customer must receive written authorization from the Transmission Provider before allowing any change to a Shore Power Converter Station that may have a material impact on the safety or reliability of the Transmission System. Such authorization shall not be unreasonably withheld. Modifications shall be done in accordance with Good Utility Practice. If the Interconnection Customer allows such modification to be made to a Shore Power Converter Station without the Transmission Provider's prior written authorization, the latter shall have the right to temporarily disconnect the Shore Power Converter Station, but only to the extent the modification has a material impact on the safety or reliability of the Transmission System and only until any such issue is remedied.

3.3.6 Reconnection

The Parties shall cooperate with each other to restore the Shore Power Converter Station, Interconnection Facilities, and the Transmission Provider's Distribution System to their normal operating state as soon as reasonably practicable following a temporary disconnection.

## Article 4. Cost Responsibility for Interconnection Facilities and Distribution Upgrades

4.1 Interconnection Facilities

4.1.1 The Interconnection Customer shall pay for the cost of the Transmission Provider's Interconnection Facilities itemized in Attachment 6 of this Agreement. The Transmission Provider has provided a best estimate cost, including overheads, for the purchase and construction of its Interconnection Facilities and provide a detailed itemization of such costs. Costs associated with Interconnection Facilities may be shared with other entities that may benefit from such facilities by agreement of the Interconnection Customer and such other entities.

4.1.2 The Interconnection Customer shall be responsible for its share of all reasonable expenses, including overheads, associated with (1) owning, operating, maintaining, repairing, and replacing its own Interconnection Facilities, and (2) operating, maintaining, repairing, and replacing the Transmission Provider's Interconnection Facilities.

4.2 [reserved]

**Article 5. Billing, Payment, Milestones, and Financial Security**

5.1 Billing and Payment Procedures and Final Accounting

5.1.1 The Transmission Provider shall bill the Interconnection Customer for the design, engineering, construction, and procurement costs of Interconnection Facilities contemplated by this Agreement monthly, or as otherwise agreed by the Parties. The Interconnection Customer shall pay each bill within 30 calendar days of receipt, or as otherwise agreed to by the Parties.

5.1.2 Within three months of completing the construction and installation of the Transmission Provider's Interconnection Facilities described in the Attachments to this Agreement, the Transmission Provider shall provide the Interconnection Customer with a final accounting report of any difference between (1) the Interconnection Customer's cost responsibility for the actual cost of such facilities and (2) the Interconnection Customer's previous aggregate payments to the Transmission Provider for such facilities. If the Interconnection Customer's cost responsibility exceeds its previous aggregate payments, the Transmission Provider shall invoice the Interconnection Customer for the amount due and the Interconnection Customer shall make payment to the Transmission Provider within 30 calendar days. If the Interconnection Customer's previous aggregate payments exceed its cost responsibility under this Agreement, the Transmission Provider shall refund to the Interconnection Customer an amount equal to the difference within 30 calendar days of the final accounting report.

5.2 Milestones

Within ten (10) days of the Effective Date of this Agreement, the Parties shall agree on milestones for which each Party is responsible and list them in Attachment 4 of this Agreement. A Party's obligations under this provision may be extended by agreement. If a Party anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event, it shall immediately notify the other Party of the reason(s) for not meeting the milestone and (1) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (2) requesting appropriate amendments to Attachment 4. The Party affected by the failure to meet a milestone shall not unreasonably withhold agreement to such an amendment unless it will suffer significant uncompensated economic or operational harm from the delay, (2) attainment of the same milestone has previously been delayed, or (3) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the Party proposing the amendment.

5.3 Financial Security Arrangements

At least 20 Business Days prior to the commencement of the design, procurement, installation, or construction of a discrete portion of the Transmission Provider's Interconnection Facilities and Upgrades, the Interconnection Customer shall provide the Transmission Provider, at the Interconnection Customer's option, a guarantee, a surety bond, letter of credit, cash or other form of security that is reasonably acceptable to the Transmission Provider and is consistent with the Uniform Commercial Code of the jurisdiction where the Point of Interconnection is located. Such security for payment shall be in an amount sufficient to cover the costs for constructing, designing, procuring, and installing the applicable portion of the Transmission Provider's Interconnection Facilities and Upgrades and shall be reduced on a dollar-for-dollar basis for payments made to the Transmission Provider under this Agreement during its term. [reserved]

5.3.2 [reserved]

**Article 6. Assignment, Liability, Indemnity, Force Majeure, Consequential Damages, and Default**

6.1 Assignment

This Agreement may be assigned by either Party upon 15 Business Days' prior written notice and opportunity to object by the other Party; provided that:

6.1.1 Either Party may assign this Agreement without the consent of the other Party to any affiliate of the assigning Party with an equal or greater credit rating and with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement, provided that the Interconnection Customer promptly notifies the Transmission Provider of any such assignment.

6.1.2 The Interconnection Customer shall have the right to assign this Agreement, without the consent of the Transmission Provider, for collateral security purposes to aid in providing financing for the Shore Power Converter Stations, provided that the Interconnection Customer will promptly notify the Transmission Provider of any such assignment.

6.1.3 Any attempted assignment that violates this article is void and ineffective. Assignment shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by reason thereof. An assignee is responsible for meeting the same financial, credit, and insurance obligations as the Interconnection Customer. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

6.2 Limitation of Liability

Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred; provided, however, that the foregoing shall not be construed as a waiver of the Interconnection Customer's sovereign immunity, and the Interconnection Customer's liability shall be subject in all respects to the limitations on liability set forth in Fla. Stat. § 768.28, including the monetary limitations set forth therein. In no event shall either Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Agreement. Each Party shall bear its own attorneys' fees and costs.

6.3 Indemnity

6.3.1 This provision protects each Party from liability incurred to third parties because of carrying out the provisions of this Agreement. Liability under this provision is exempt from the general limitations on liability found in article 6.2.

6.3.2 The Parties shall at all times indemnify and hold the other Party harmless from, any and all damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorneys' fees, and all other obligations by or to third parties, arising out of or resulting from the other Party's action or failure to meet its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnified Party.

6.3.3 [reserved]

6.3.4 If an indemnifying party is obligated to indemnify and hold any indemnified person harmless under this article, the amount owing to the indemnified person shall be the amount of such indemnified person's actual loss, net of any insurance or other recovery.

6.3.5 Promptly after receipt by an indemnified person of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided for in this article may apply, the indemnified person shall notify the indemnifying party of such fact. Any failure of or delay in such notification shall not affect a Party's indemnification obligation unless such failure or delay is materially prejudicial to the indemnifying party.

6.3.6 The foregoing shall not be construed as a waiver of the Interconnection Customer's sovereign immunity, and the Interconnection Customer's obligation to indemnify the Transmission Provider shall be subject to the limitations contained in Fla. Stat. § 768.28, including the monetary limitations set forth therein.

6.4 Consequential Damages

Other than as expressly provided for in this Agreement, neither Party shall be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to the other Party under another agreement will not be considered to be special, indirect, incidental, or consequential damages hereunder.

6.5 Force Majeure

6.5.1 As used in this article, a Force Majeure Event shall mean any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. A Force Majeure Event does not include an act of negligence or intentional wrongdoing.

6.5.2 If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, the Party affected by the Force Majeure Event (Affected Party) shall promptly notify the other Party, either in writing or via the telephone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the Affected Party is taking to mitigate the effects of the event on its performance. The Affected Party shall keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event until the event ends. The Affected Party will be entitled to suspend or modify its performance of obligations under this Agreement (other than the obligation to make payments) only to the extent that the effect of the Force Majeure Event cannot be

mitigated using Reasonable Efforts. The Affected Party will use Reasonable Efforts to resume its performance as soon as possible.

6.6 Default

6.6.1 No Default shall exist where such failure to discharge an obligation (other than the payment of money) is the result of a Force Majeure Event as defined in this Agreement or the result of an act or omission of the other Party. Upon a Default, the non-defaulting Party shall give written notice of such Default to the defaulting Party. Except as provided in article 6.6.2, the defaulting Party shall have 60 calendar days from receipt of the Default notice within which to cure such Default; provided however, if such Default is not capable of cure within 60 calendar days, the defaulting Party shall commence such cure within 20 calendar days after notice and continuously and diligently complete such cure within six months from receipt of the Default notice; and, if cured within such time, the Default specified in such notice shall cease to exist.

6.6.2 If a Default is not cured as provided in this article, or if a Default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this article will survive termination of this Agreement.

## Article 7. Insurance

7.1 [reserved]

7.2 The Interconnection Customer and Transmission Provider agree to maintain general liability insurance or self-insurance consistent with their existing commercial practice. Such insurance or self-insurance shall not exclude coverage for the insured's liabilities undertaken pursuant to this Agreement.

7.3 The Parties further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of coverage of such insurance, whether or not such coverage is sought.

## Article 8. Confidentiality

8.1 Confidential Information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." For purposes of this Agreement all design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed Confidential Information regardless of whether it is clearly marked or otherwise designated as such.

8.2 Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities under Florida's public records law, Chapter 119, Florida Statutes, or necessary to be divulged in an action to enforce this Agreement. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under this Agreement, or to fulfill legal or regulatory requirements.

8.2.1 Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.

8.2.2 Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages and may seek other remedies available at law or in equity for breach of this provision.

**Article 9. Disputes**

9.1 The Parties agree to attempt to resolve all disputes arising out of the interconnection process according to the provisions of this article.

9.2 In the event of a dispute, either Party shall provide the other Party with a written Notice of Dispute. Such Notice shall describe in detail the nature of the dispute.

9.3 If the dispute has not been resolved within ten Business Days after receipt of the Notice, the dispute shall be referred to a designated senior representative of the Transmission Provider and the Interconnection Customer for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty days by mutual agreement, then either Party may exercise whatever rights and remedies it may have in equity or law consistent with the terms of this Agreement.

9.4 Each Party agrees to conduct all negotiations in good faith and will be responsible for one-half of any costs paid to neutral third-parties.

**Article 10. Taxes**

10.1 The Parties agree to follow all applicable tax laws and regulations.

10.2 Each Party shall cooperate with the other to maintain the other Party's tax status. Nothing in this Agreement is intended to adversely affect either Party's tax exempt status with respect to the issuance of bonds including, but not limited to, local furnishing bonds.

## Article 11. Miscellaneous

11.1 Governing Law, Regulatory Authority, and Rules

The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the state of Florida (where the Point of Interconnection is located), without regard to its conflicts of law principles that would result in the application of the law of another jurisdiction. This Agreement is subject to all Applicable Laws and Regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.

The Transmission Provider shall comply with Florida's public records law, including Fla. Stat. § 119.0701. The Transmission Provider shall specifically: (1) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (2) upon request of the custodian of public records, provide the County with a copy of the public records or allow the public records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) transfer, at no cost, to the public agency all public records in possession of the Transmission Provider upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements or keep and maintain public records required by the public agency to perform the service. All records stored electronically must be provided to the public agency, upon request of custodian of public records in a format that is compatible with the information technology systems of the public agency.

**IF THE TRANSMISSION PROVIDER HAS QUESTIONS CONCERNING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TRANSMISSION PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**PortMiami Customer Service Manager**
**pomservice@miamidade.gov**
**305.347.4844**

11.2 Amendment

The Parties may amend this Agreement by a written instrument duly executed by both Parties.

11.3 No Third-Party Beneficiaries

This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.

11.4 Waiver

12.4.1 The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.

12.4.2 Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, duty of this Agreement. Termination or default of this Agreement for any reason by Interconnection Customer shall not constitute a waiver of the Interconnection Customer's legal rights to obtain an interconnection from the Transmission Provider. Any waiver of this Agreement shall, if requested, be provided in writing.

11.5 Entire Agreement

This Agreement, including all Attachments, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement.

11.6 Multiple Counterparts

This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.

11.7 No Partnership

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

11.8 Severability

If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority, (1) such portion or provision shall be deemed separate and independent, (2) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling, and (3) the remainder of this Agreement shall remain in full force and effect.

11.9 Environmental Releases

Each Party shall notify the other Party, first orally and then in writing, of the release of any hazardous substances, any asbestos or lead abatement activities, or any type of remediation activities related to the Shore Power Converter Stations or the Interconnection Facilities, each of which may reasonably be expected to affect the other Party. The notifying Party shall (1) provide the notice as soon as practicable, provided such Party makes a good faith effort to provide the notice no later than 24 hours after such Party becomes aware of the occurrence, and (2) promptly furnish to the other Party copies of any publicly available reports filed with any governmental authorities addressing such events.

11.10 Subcontractors

Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor.

11.10.1 The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall the Transmission Provider be liable for the actions or inactions of the Interconnection Customer or its subcontractors with respect to obligations of the Interconnection Customer under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.

11.10.2 The obligations under this article will not be limited in any way by any limitation of subcontractor's insurance.

**Article 12. Notices**

12.1 General

Unless otherwise provided in this Agreement, any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person, delivered by recognized national currier service, or sent by first class mail, postage prepaid, to the person specified below:

If to the Interconnection Customer:

Director's Office, PortMiami
1015 North America Way, 2nd Floor
Miami, Florida 33132
Tel: 305-347-4791

If to the Transmission Provider:

Transmission Provider: Florida Power & Light
Attention: Sr. Manager, Wholesale Services
Address: 4200 West Flagler St
City: Miami State: FL Zip: 33134
Phone: 305-442-5268 Fax: 305-442-5886

12.2 Billing and Payment

Billings and payments shall be sent to the addresses set out below:

Interconnection Customer: Miami Dade County, Florida
Attention: Assistant Director, Finance Division, Seaport Department
Address: 1015 N. America Way, Suite 200
City: Miami State: FL Zip: 33132

Transmission Provider: Florida Power & Light
Attention: Sr. Manager, Wholesale Services
Address: 4200 West Flagler St
City: Miami State: FL Zip: 33134
Phone: 305-442-5268 Fax: 305-442-5886

12.3 Alternative Forms of Notice

Any notice or request required or permitted to be given by either Party to the other and not required by this Agreement to be given in writing may be so given by telephone, facsimile or e-mail to the telephone numbers and e-mail addresses set out below:

If to the Interconnection Customer:

Interconnection Customer: Miami Dade County, Florida
Attention: Chief Operating Officer, Seaport Department
Address: 1015 N. America Way, Suite 200
City: Miami State: FL Zip: 33132

If to the Transmission Provider:

Transmission Provider: Florida Power & Light
Attention: Sr. Manager, Wholesale Services
Address: 4200 West Flagler St
City: Miami State: FL Zip: 33134
Phone: 305-442-5268 Fax: 305-442-5886

12.4 Designated Operating Representative

The Parties may also designate operating representatives to conduct the communications which may be necessary or convenient for the administration of this Agreement. This person will also serve as the point of contact with respect to operations and maintenance of the Party's facilities.

Interconnection Customer's Operating Representative:

Interconnection Customer: Miami Dade County, Florida
Attention: Deputy Director, Operations, Seaport Department
Address: 1015 N. America Way, Suite 200
City: Miami State: FL Zip: 33132

Transmission Provider's Operating Representative:

Transmission Provider: Florida Power & Light
Attention: Sr. Manager, Wholesale Services
Address: 4200 West Flagler St
City: Miami State: FL Zip: 33134
Phone: 305-442-5268 Fax: 305-442-5886

12.5 Changes to the Notice Information

Either Party may change this information by giving five Business Days written notice prior to the effective date of the change.

**Article 13. Signatures**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

For the Transmission Provider

Signed: _____

Name: Ed DeVarona

Title: VP of Transmission & Substation

Date: 11-30-2023

For the Interconnection Customer

Signed: _____

Name: Jimmy Morales

Title: County Mayor or County Mayor's Designee

Date: 1/10/2024

By: _____
Assistant County Attorney
(As to Form and Legal Sufficiency)

## Attachment 1

## Glossary of Terms

**Applicable Laws and Regulations** – All duly promulgated applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, or judicial or administrative orders, permits and other duly authorized actions of any Governmental Authority.

**Balancing Authority** -- The responsible entity that integrates resource plans ahead of time and maintains demand and resource balance within a Balancing Authority Area.

**Balancing Authority Area** – The metered boundaries of the collection of generation, transmission, and loads within which the Balancing Authority maintains load-resource balance.

**Business Day** – Monday through Friday, excluding Federal Holidays.

**Default** – The failure of a breaching Party to cure its breach under the Agreement.

**Distribution System** – The Transmission Provider's facilities and equipment used to transmit electricity to ultimate usage points such as homes and industries directly from nearby generators or from interchanges with higher voltage transmission networks which transport bulk power over longer distances. The voltage levels at which Distribution Systems operate differ among areas.

**Emergency Condition(s)** – A condition or situation: (1) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (2) that, in the case of the Transmission Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to the Transmission System, the Transmission Provider's Interconnection Facilities or the Transmission Systems of others to which the Transmission System is directly connected; or (3) that, in the case of the Interconnection Customer, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Shore Power Converter Station or the Interconnection Customer's Interconnection Facilities.

**Good Utility Practice** – Any of the practices, methods and acts engaged in or approved by a significant portion of the electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

**Governmental Authority** – Any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over

the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include the Interconnection Customer, the Interconnection Provider, or any Affiliate thereof.

**Interconnection Customer** – Shall have the meaning given to it in the opening paragraph of this Agreement.

**Interconnection Facilities** – The Transmission Provider's Interconnection Facilities and the Interconnection Customer's Interconnection Facilities. Collectively, Interconnection Facilities include all facilities and equipment between the Shore Power Converter Stations and the Point of Interconnection, including any modification, additions or upgrades that are necessary to physically and electrically interconnect the Shore Power Converter Stations to the Transmission Provider's Distribution System.

**Interconnection Request** – The Interconnection Customer's request to interconnect the Shore Power Converter Stations associated with PortMiami Shore Power Project with the Transmission Provider's Distribution System.

**Material Modification** – A modification that has a material impact on the cost or timing of any Interconnection Request with a later queue priority date.

**Operating Requirements** – Any operating and technical requirements that may be applicable due to Regional Transmission Organization, Independent System Operator, control area, or the Transmission Provider's requirements, including those set forth in the Agreement.

**Party or Parties** – The Transmission Provider, Transmission Owner, Interconnection Customer or any combination of the above.

**Point of Interconnection** – Shall mean the Point of Common Coupling defined in Attachment 2 and as depicted in the one-line diagram appended as Attachment 3 hereto.

**Point of Change of Ownership** – Shall mean the Point of Common Coupling as specified in Attachment 2.

**Reasonable Efforts** – With respect to an action required to be attempted or taken by a Party under the Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.

**Shore Power Converter Stations** – The five shore-power AC-DC-AC converter stations installed by PortMiami to provide utility shore power to cruise ship generators when cruise ships are at docked at PortMiami.

**Transmission Owner** – The entity that owns, leases or otherwise possesses an interest in the portion of the Transmission System at the Point of Interconnection and may be a Party to the Agreement to the extent necessary.

**Transmission Provider** – The public utility (or its designated agent) that owns, controls, or operates transmission or distribution facilities used for the transmission of electricity in interstate commerce and provides transmission service.

**Transmission System** – The facilities owned, controlled or operated by the Transmission Provider or the Transmission Owner that are used to provide transmission service.

**Upgrades** – The required additions and modifications to the Transmission Provider's Transmission System at or beyond the Point of Interconnection. Upgrades may be Network Upgrades or Distribution Upgrades. Upgrades do not include Interconnection Facilities.

**Attachment 2**

**Description of the**
**Interconnection Facilities**

**Points of Common Coupling and Change of Ownership:**

1) Point of Common Coupling
The Point of Common Coupling will be the point where Shore Power Port of Miami (SPPOM) connects to FPL's Distribution System at the primary metering cabinet for the point of service.

2) Point of Change of Ownership
The Point of Change of Ownership will be at the Point of Common Coupling.

**Interconnection Customer Equipment**

Port of Miami plans to install five AC-DC-AC converter systems to provide utility shore power to ships when they are at port. Converter stations are located at cruise terminals A, B, F, V and MSC, (Refer to Figure at the end of this document.)

a. Parking Garage G Station provides shore power to Cruise Terminal CT-V and Cruise Terminal CT-F. The terminal is connected to Overtown 13.8kV FDR 1943 that connects to Overtown Operating Bus #3. Lummus 1639 will serve this location temporarily until Overtown 1943 becomes available for normal configuration.
b. Taxi Lot Station provides shore power to Cruise Terminal CT-A and Cruise Terminal CT-B. The terminal is connected to Lummus FDR 1640 that connects to Lummus 13.8kV Operating Bus #4.
c. MSC Station provides shore power to Cruise Terminal CT-MSC. The terminal is connected to Lummus 13.8kV FDR 1641 that connects to Lummus 13.8kV Operating Bus #4.
d. Alternate FDR 1639 that connects to Lummus 13.8kV Operating Bus #4 provides an alternate source for FDRs 1640, 1641, and 1943. FDR 1639 connects to Lummus 13.8kV Operating Bus #4.

**Transmission Provider Equipment**

Distribution Substation

- Lummus - Feeder relays 1639, 1640, and 1641 at Lummus shall be connected to the RCP. Feeders 1639, 1640, 1641 require a continuous rating of 16.0 MVA. Install 1200A disconnect switches, feeder double pulloffs, and upgrade the inspection breaker to 1200A disconnects.

- Overtown - The normally closed breaker for FDR 1943 shall have its relay connected to the RCP. Feeder 1943 requires a continuous rating of 16.0 MVA. Install feeder double pulloffs. Lummus 1639 will serve Parking Garage G temporarily until Overtown 1943 becomes available for normal configuration.

Garage G - Elgin Swgr SW-CT-V/F

The interconnect breaker 52U1 shall be rated, at a minimum, in accordance with applicable ANSI/IEEE standards. The breaker shall also be rated to exceed the available continuous current and fault current at the point of interconnection.

Relaying Transformers

Current transformers (CTs) shall be installed by SPPOM for FPL's protective relaying functions. SPPOM shall provide one set of three, wye connected CTs, accuracy class C100 or similar, RF = 1.3 or better. Output from the CTs shall provide input to the FPL interconnecting relay, one SEL-751.

Potential transformers (PTs) shall be installed by SPPOM for use by FPL for protective relaying functions. One set of three phase, wye-wye connected PTs, 4 wire, 120-volt circuit, relay class accuracy is required. Relay shall be connected to the output of the three-phase relaying PTs.

FPL Protective Relaying Cabinet (PI-85) – Garage G

FPL will design, engineer, and furnish an interconnection protection relay system contained within a wall mount cabinet. The protective relay system will contain the SEL-751 relaying system and various auxiliary components. FPL engineers will test and commission the FPL interconnecting protective relay.

SPPOM shall provide space adjacent to the switchgear for one FPL provided wall mount relay cabinet built to RS-144, approximate size 30"H x 24"W x 20"D. The space provided needs to account for the swing arc of the outer door and inner rack of the cabinet.

Each cabinet will be supplied with a lock and keys for access by FPL personnel only. Each cabinet is required to be grounded. SPPOM shall solidly ground the cabinet to earth ground.

FPL Supply Cabinet (PI-85a)

SPPOM shall provide one 15 ampere fused circuit to the FPL power supply cabinet for control power.

The Elgin switchgear uses 120VAC control power. An FPL UPS cabinet will be installed adjacent to the FPL relaying cabinet so that relay control power can be extended in the event of the loss of AC supply. The FPL provided wall mount relay cabinet has an approximate size of 30"H x 24" W x 20"D.

Breaker Statuses

A dedicated 52U1 "a" contact connected to IN401 (D09, D10), a dedicated 52-1 "a" contact connected to IN402 (D11, D12), and a dedicated 52-2 "a" contact connected to IN403 (D13, D14)

are required for PI-85. When a breaker is racked out or in test position, the breaker status shall read as open, regardless of breaker open or closed.

Trip Operate

Two trip output contacts from the SEL-751 are required. OUT401 (D01, D02) will trip 52-1 if the breaker is closed and a fault condition is sensed. OUT402 (D03, D04) will trip 52-2 if this breaker is closed and a fault condition is sensed. The SEL-751 will operate for reverse power detection and undervoltage.

Relay Cabinet Trouble Alarm

An alarm contact and a trip issued contact from PI-85 shall be provided to SPPOM to integrate into their alarm indication and notification system.

Cabling and Interconnect Wiring

SPPOM shall supply all cabling as specified by FPL for the interconnection cabinet at the generation site, normally #10 AWG for instrument transformer secondary and close and trip control.
#12 - #14 AWG is suitable for indication and statuses. SPPOM shall also supply all panel interconnections for protection, control, and monitoring as outlined in this document. SPPOM will pull all remote cabling to the FPL cabinets.

FPL field personnel will land the remote cables/wiring to the FPL cabinet terminal blocks at the appropriate time. A cabinet remote cable/wiring diagram will be provided by FPL when engineering is complete.

Taxi Lot - Elgin Swgr SW-CT-A/B

The interconnect breaker 52U2 shall be rated, at a minimum, in accordance with applicable ANSI/IEEE standards. The breaker shall also be rated to exceed the available continuous current and fault current at the point of interconnection.

Relaying Transformers

Current transformers (CTs) shall be installed by SPPOM for FPL's protective relaying functions. SPPOM shall provide one set of three, wye connected CTs, accuracy class C100 or similar, RF = 1.3 or better. Output from the CTs shall provide input to the FPL interconnecting relay, one SEL-751.

Potential transformers (PTs) shall be installed by SPPOM for use by FPL for protective relaying functions. One set of three phase, wye-wye connected PTs, 4 wire, 120-volt circuit, relay class accuracy is required. Relay shall be connected to the output of the three-phase relaying PTs.

FPL Protective Relaying Cabinet (PI-86) – Taxi Lot

FPL will design, engineer, and furnish an interconnection protection relay system contained within a wall mount cabinet. The protective relay system will contain the SEL-751 relaying system and

various auxiliary components. FPL engineers will test and commission the FPL interconnecting protective relay.

SPPOM shall provide space adjacent to the switchgear for one FPL provided wall mount relay cabinet built to RS-144, approximate size 30"H x 24"W x 20"D. The space provided needs to account for the swing arc of the outer door and inner rack of the cabinet.

Each cabinet will be supplied with a lock and keys for access by FPL personnel only. Each cabinet is required to be grounded. SPPOM shall solidly ground the cabinet to earth ground. as per the grounding standards provided by FPL.

FPL Supply Cabinet (PI-86a)
SPPOM shall provide one 15 ampere fused circuit to the FPL power supply cabinet for control power.

The Elgin switchgear uses 120VAC control power. An FPL UPS cabinet will be installed adjacent to the FPL relaying cabinet so that relay control power can be extended in the event of the loss of AC supply. The FPL provided wall mount relay cabinet has an approximate size of 30"H x 24" W x 20"D.

Breaker Statuses
A dedicated 52U2 "a" contact connected to IN401 (D09, D10), a dedicated 52-3 "a" contact connected to IN402 (D11, D12), and a dedicated 52-4 "a" contact connected to IN403 (D13, D14) are required for PI-86. When a breaker is racked out or in test position, the breaker status shall read as open, regardless of breaker open or closed.

Trip Operate
Two trip output contacts from the SEL-751 are required. OUT401 (D01, D02) will trip 52-3 if the breaker is closed and a fault condition is sensed. OUT402 (D03, D04) will trip 52-4 if this breaker is closed and a fault condition is sensed. The SEL-751 will operate for reverse power detection and undervoltage.

Relay Cabinet Trouble Alarm
An alarm contact and a trip issued contact from PI-86 shall be provided to SPPOM to integrate into their alarm indication and notification system.

Cabling and Interconnect Wiring
SPPOM shall supply all cabling as specified by FPL for the interconnection cabinet at the generation site, normally #10 AWG for instrument transformer secondary and close/trip control. #12 - #14 AWG is suitable for indication and statuses.

SPPOM shall also supply all panel interconnections for protection, control, and monitoring as outlined in this document. SPPOM will pull all remote cabling to the FPL relaying cabinet.

FPL field personnel will land the remote cables/wiring to the FPL cabinet terminal blocks at the appropriate time. A cabinet remote cable/wiring diagram will be provided by FPL when engineering is complete.

MSC – PowerCon Switchgear Converter System

The interconnect breaker 52U3 shall be rated, at a minimum, in accordance with applicable ANSI/IEEE standards. The breaker shall also be rated to exceed the available continuous current and fault current at the point of interconnection.

Relaying Transformers

Current transformers (CTs) shall be installed by SPPOM for FPL's protective relaying functions. SPPOM shall provide one set of three, wye connected CTs, accuracy class C100 or similar, RF = 1.3 or better. Output from the CTs shall provide input to the FPL interconnecting relay, one SEL-751.

Potential transformers (PTs) shall be installed by SPPOM for use by FPL for protective relaying functions. One set of three phase, wye-wye connected PTs, 4 wire, 120-volt circuit, relay class accuracy is required. Relay shall be connected to the output of the three-phase relaying PTs.

FPL Protective Relaying Cabinet (PI-87) – MSC

FPL will design, engineer, and furnish an interconnection protection relay system contained within a wall mount cabinet. The protective relay system will contain the SEL-751 relaying system and various auxiliary components. FPL engineers will test and commission the FPL interconnecting protective relay.

SPPOM shall provide space adjacent to the shore power substation for one FPL provided wall mount relay cabinet built to RS-144, approximate size 30"H x 24"W x 20"D. The space provided needs to account for the swing arc of the outer door and inner rack of the cabinet.

Each cabinet will be supplied with a lock and keys for access by FPL personnel only. Each cabinet is required to be grounded. SPPOM shall solidly ground the cabinet to earth ground as per the grounding standards provided by FPL.

Control Power for PI-87

SPPOM shall provide one 15 ampere fused DC circuit to the FPL cabinet for control power. Control power is verified as 110VDC.

Breaker Status

A dedicated 52U3 "a" contact connected to IN401 (D09, D10) for PI-87. When a breaker is racked out or in test position, the breaker status shall read as open, regardless of breaker open or closed.

Trip Operate

One trip output contact from the SEL-751 are required. OUT401 (D01, D02) will trip 52U3 if the breaker is closed and a fault condition is sensed. The SEL-751 will operate for reverse power detection and undervoltage.

Relay Cabinet Trouble Alarm

An alarm contact and a trip issued contact from PI-87 shall be provided to SPPOM to integrate into their alarm indication and notification system.

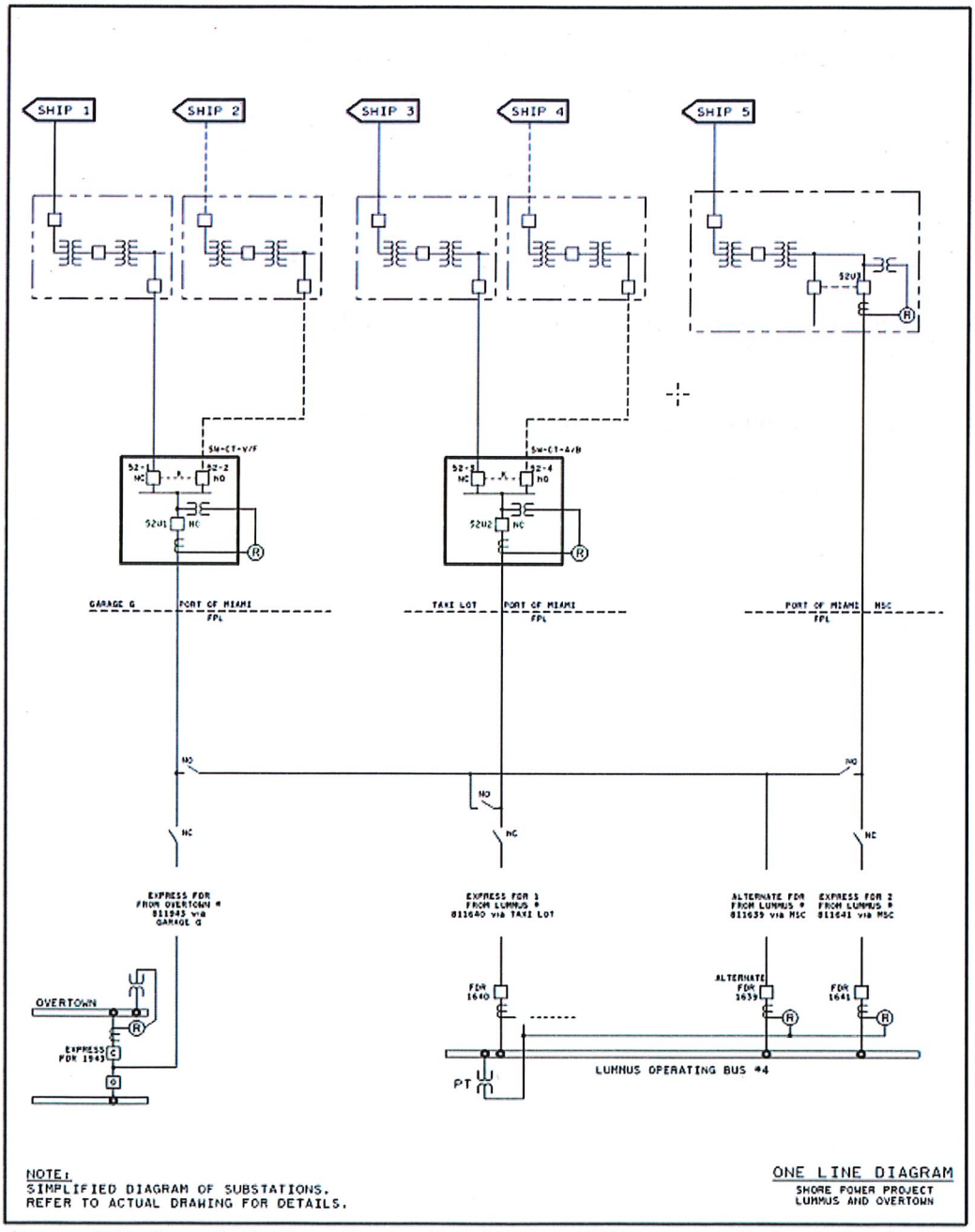
Cabling and Interconnect Wiring

SPPOM shall supply all cabling as specified by FPL for the interconnection cabinet at the generation site, normally #10 AWG for instrument transformer secondary and close/trip control. #12 - #14 AWG is suitable for indication and statuses. SPPOM shall also supply all panel interconnections for protection, control, and monitoring as outlined in this document. SPPOM will pull all remote cabling to the FPL relaying cabinet.

FPL field personnel will land the remote cables/wiring to the FPL cabinet terminal blocks at the appropriate time. A cabinet remote cable/wiring diagram will be provided by FPL when engineering is complete.

## Attachment 3

## One-line Diagram Depicting the Shore Power Converter Stations, Interconnection Facilities, Metering Equipment, and Upgrades




*Lummus 1639 will serve Parking Garage G temporarily until Overtown 1943 becomes available for normal configuration.

**Attachment 4**

**Milestones**

In-Service Date: TBD

Critical milestones and responsibility as agreed to by the Parties:

| | **Milestone** | **Responsible Party** |
|---|---|---|
| (1) | Interconnection Agreement Signed | Port of Miami/FPL |
| (2) | Financial Security Received | Port of Miami |
| (3) | Completed Distribution, Transmission, Substation, Relay Work | FPL |
| (4) | Completed Distribution, Shore Power Work | Port of Miami |
| (5) | Interconnection Facilities Complete | FPL |
| (6) | Energize Facilities | FPL |
| (6) | Testing Complete | Port of Miami/FPL |

## Attachment 5

## Additional Operating Requirements for the Transmission Provider's System Needed to Support the Interconnection Customer's Needs

SPPOM is responsible for all protection of equipment within the SPPOM facility including all electrical equipment associated with the continuous parallel, the interconnecting breaker and switchgear.

SPPOM drawings and schematics are subject to review by FPL. The following information shall be provided to FPL for engineering purposes:

1. One-line diagram
2. Three-line diagram with current transformers (CT) and potential transformer (PT) circuits for protective relays
3. Tripping and control schematics to interconnect breakers from FPL cabinets
4. Wiring diagrams to show connections from FPL relays to switchgear
5. Port main breaker relay settings for coordination purposes
6. Paralleling sequence
7. Maximum expected continuous load amps at the point of interconnection

FPL's review of the information provided by SPPOM shall not be considered an endorsement; FPL shall provide any comments for engineering purposes, in writing, to such information within 10 days of FPL's receipt.

Note that the breakers in the Elgin switchgear SW-CT-V/F and SW-CT-A/B are interlocked through a kirk key system. Only one of these output breakers can be closed at any one time. FPL will trip the output breaker that is closed.

Shore Power Design

The shore power facility shall be designed, operated, and maintained in conformance with the latest standards including, but not limited to, IEEE Std. 519 Recommended Practices and Requirements for Harmonic Control in Electrical Power Systems, IEEE Std. 1547 Standard for Interconnecting Distributed Resources with Electric Power Systems, and IEEE Std. 1453 Recommended Practice for Measurement and Limits of Voltage Fluctuations and Associated Light Flicker on AC Power Systems. Non-compliance by SPPOM can result in disconnection of the generation system from the utility grid until power quality issues are resolved.

Power Source

A power source for tripping and control shall be provided at the interconnecting facility for the FPL relaying cabinets.

Synchronization
Generation at the SPPOM site shall have synchronization controls in place to prevent out-of-phase parallel connection to the FPL source feeders. System paralleling is expected to occur within the ship. Synchronization parameter limits in accordance with IEEE 1547 - 2018 shall be followed.

Paralleling
Parallel operation may occur at any time that SPPOM elects as long as the utility service from the substations is within normal operating parameters for voltage and frequency. IEEE 1547 – 2018 Enter Service Criteria shall be followed.

Re-Enter Service Criteria
In the event the generation is abruptly disconnected from utility parallel, a 5-minute stabilization delay on generation re-connection to the utility shall be applied ensuring utility voltage and frequency have both returned to normal.

Power Quality
The facility shall have generator controls or equivalent in place so that SPPOM operates to prevent voltage flicker, voltage sags and swells, rapid voltage changes, and overvoltage conditions. The generation system shall comply with the power quality requirements as outlined in IEEE 1547 – 2018.

Reverse Power Flow
The generation controller or equivalent shall maintain a minimum import level to provide margin to prevent power export. Generator ramping to load shall not cause power export excursions.

*The FPL Inter-Tie relays will have reverse power detection and will trip designated SPPOM breakers anytime that the power export threshold is crossed.*

Ride Through
The Customer's Interconnection Facilities shall provide for the ability to withstand voltage or frequency disturbances within pre-defined limits and to continue operation. Voltage ride through (VRT) and frequency ride through (FRT) capabilities for the generation system should be utilized in accordance with Category I of IEEE 1547 - 2018.

Voltage Regulation
The generating facility shall not actively regulate the voltage at the Point of Interconnection while operating in parallel with FPL. FPL uses tap changing under load (TCUL) transformers at Overtown and Lummus to regulate the voltage.

Transmission Line Relaying
In the event of a transmission line fault, FPL relays at the transmission stations which terminate the line will operate to clear the fault and then attempt to restore power through an automatic reclose sequence.

The interconnected shore power equipment shall be disconnected at the same time as the transmission line fault is cleared. The open interval time during this operation is 20 cycles. SPPOM undervoltage trip time shall be set to operate faster than the FPL transmission line open interval timer.

**Attachment 6**

**Transmission Provider's Description of its Upgrades and Best Estimate of Upgrade Costs**

FPL will design, engineer, and furnish an interconnection protection relay system contained within a wall mount cabinet. The protective relay system will contain the SEL-751 relaying system and various auxiliary components. FPL engineers will test and commission the FPL interconnecting protective relay at the following locations:

- **Garage G - Elgin Swgr SW-CT-V/F**
- **Taxi Lot - Elgin Swgr SW-CT-A/B**
- **MSC – PowerCon Switchgear Converter System**

The following is the total cost estimate for the project and represents the good faith, non-binding total estimate of the project as described in the scope of work above: $144,000.00 Total. These costs include engineering, procurement, installation and construction, removals, materials, labor, vehicles, and overheads. All estimates are shown in year 2023 dollars. In addition, labor, material, and equipment costs are subject to change depending upon market conditions and delivery schedules. Labor costs are based upon contractors performing the work under FPL supervision. Interconnection Customer and Transmission Provider hereby acknowledge and agree that Interconnection Customer is responsible for the cost of Transmission Provider's Interconnection Facilities and that the cost listed above is only an estimate.

# MEMORANDUM
(Revised)

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

**DATE:** February 6, 2024

**FROM:** Geri Bonzon-Keenan
County Attorney

**SUBJECT:** Agenda Item No. 3(B)(2)

**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. 3(B)(2)
2-6-24

RESOLUTION NO. R-80-24

RESOLUTION RATIFYING ACTION OF THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE PURSUANT TO SECTION 2-8.2.15 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA FOR THE EXECUTION OF THE SHORE POWER INTERCONNECTION AGREEMENT BETWEEN MIAMI-DADE COUNTY AND FLORIDA POWER & LIGHT IN THE MAXIMUM AMOUNT OF $144,000.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY RIGHTS CONTAINED THEREIN, INCLUDING RIGHTS OF TERMINATION

**WHEREAS**, this Board desires to accomplish the objectives set forth in the accompanying memorandum, a copy of which is incorporated herein,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that this Board ratifies the action of the County Mayor or County Mayor's designee pursuant to section 2-8.2.15 of the Code of Miami-Dade County, to execute the Shore Power Interconnection Agreement by and between Miami-Dade County and Florida Power and Light, in substantially the form attached to the accompanying memorandum, in the maximum amount of $144,000.00. This Board further authorizes the County Mayor or County Mayor's designee to exercise all rights contained in the Shore Power Interconnection Agreement, including rights of termination.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of February, 2024. 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. MAG

Miguel A. Gonzalez