

Office of School Facilities
Jaime G. Torrens, Chief Facilities Officer

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE AN AGREEMENT WITH FLORIDA POWER & LIGHT COMPANY TO IMPLEMENT A SOLAR PHOTOVOLTAIC DEMONSTRATION PROJECT AT MIAMI BEACH SENIOR HIGH SCHOOL, AT NO COST TO THE DISTRICT

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Background

Florida Power & Light Company ("FPL") has received approval from the Florida Public Service Commission ("FPSC") to enter into contracts with its customers under the Photovoltaic for Schools Pilot Program ("Program"). The FPSC approved the Program for the purpose of (i) reducing energy consumption and growth of coincident peak demand and (ii) educating future generations on the application of solar photovoltaic ("PV") electrical generation. The School Board previously authorized the Superintendent to finalize negotiations and execute Agreements with FPL to implement Solar Photovoltaic demonstration projects at nine District schools, at no cost to the District, and agreements ("Agreements") were executed to implement solar PV demonstration projects ("PV Systems").

FPL recently advised of the availability of grant monies to implement another phase of PV Systems' installations. Staff is recommending that the Board and FPL finalize negotiations and execute an Agreement to implement an additional installation at Miami Beach Senior High School, at no cost to the Board.

Program Agreement

The proposed Photovoltaic for Schools Pilot Program Agreement with FPL shall contain, substantially, the following terms and conditions:

- The term of the Agreement shall be for five (5) years, unless otherwise terminated;
- The Agreement may be terminated by either Party if the other Party defaults under the Agreement and fails to cure the default;
- In addition to the above, FPL may terminate the Agreement in the event of regulatory or legislative prohibitions, or for convenience

with thirty (30) days' notice, and the Parties may mutually agree to terminate the Agreement, in whole or in part, without cause and for their convenience, with thirty (30) days' notice;

- FPL will donate the System to the District, at no cost to the District, and be responsible for operation and maintenance of the installation for the first five (5) years. In the event the District elects to retain the System subsequent to the five (5) year period, the District will assume maintenance responsibilities;
- The District and FPL will work cooperatively to include an educational component to the operation and use of the System, similar to ones now in place at the schools with System installations;
- Plans for the System will be reviewed and approved by the District's Building Department, which will retain responsibility for inspections and final acceptance of the installation;
- Placement of the System at the School site will be at a location as mutually agreed to by the Parties;
- To the fullest extent permitted by law, FPL shall indemnify and hold harmless the Board and its employees from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to FPL's performance under the Agreement or to the extent caused by negligence, recklessness, or intentional wrongful conduct of any contractor, vendor other persons employed or utilized by the FPL in the performance of the Agreement;
- FPL agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the District on any claim or demand arising out of, resulting from or incidental to FPL's performance under the Agreement;
- If FPL, its contractors, employees, and/or subcontractors have access on school grounds when students are present, have direct contact with children or any student of the District, then FPL, its employees, and/or subcontractors shall undergo level 2 screening, including fingerprinting by the Miami-Dade Public Schools Police Department at the sole cost of FPL or contractor, as applicable; and

- The proposed Agreement will include the following documents as an Attachment: Photovoltaic For Schools Pilot Program Standards, Description of Photovoltaic System And Scope of Work, Bill of Sale, and Interconnection Agreement For Customer-Owned Renewable Generation Tier 1-10kW or Less.

The Agreement will be reviewed by the School Board Attorney's Office and Office of Risk and Benefits Management prior to execution.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute an Agreement with Florida Power & Light Company to implement a Solar Photovoltaic demonstration project at Miami Beach Senior High School, at no cost to the District.

ARC: