

RESOLUTION No.17-05

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN EXTENSION TO THE FLORIDA POWER AND LIGHT FIBERNET SERVICES AGREEMENT FOR THE PROVISION OF FIBEROPTIC SERVICES TO NEW LICENSE PLATE READER CAMERAS AND THE ADDITION OF POLES FOR SAME IN THE CITY'S RIGHT-OF-WAY, IN THE AMOUNT BUDGETED FOR FISCAL YEAR 2017; AUTHORIZING THE CITY MANAGER TO APPROVE THE SERVICE ORDER AND TO EXPEND BUDGETED FUNDS IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 9, 2015, the Mayor and City Council for the City of Doral (the "City") approved Resolution No 15-117, extending the agreement with Florida Power & Light FiberNet ("FPL") to provide fiber services to all City facilities; and

WHEREAS, since then, the City has begun to develop new facilities and equipment, including, but not limited to, the new License Plate Reader Camera poles, which will also need fiber services; and

WHEREAS, staff has recommended the City to add services to the existing agreement with FPL for the provision of executing service orders to provide fiber optic high available services to the new license plate reader cameras and the addition of poles for same in the city's right-of-way, in the amount budgeted for fiscal year 2017.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The extension of the FPL Agreement to include Fibernet services to the City's new License Plate Reader Cameras, pursuant to the

attached service order, which is included and made a part hereof by this reference (the "Service Order"), and for the installation of poles in the City's right-of-way, in amounts not to exceed funds duly budgeted and appropriated for same, is hereby approved.

Section 3. Authorization. The City Manager is hereby authorized to execute the Service Order, subject to approval by the City Attorney as to form and legal sufficiency, and to expend budgeted funds in furtherance hereof.

Section 4. Implementation. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Rodriguez who moved its adoption. The motion was seconded by Vice Mayor Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Christi Fraga	Absent/Excused
Councilwoman Claudia Mariaca	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 11 day of January, 2017.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL
CITY ATTORNEY

EXHIBIT “A”

FPL FiberNet Ethernet Service Order

Service Order Fax Number: 888-835-9170

FiberNet_Fax_Server@FPL.com

Customer Information			
Account Name:	City of Doral	Bill Account Number:	500477
Order Type:	New	Quote Number:	
		OP Number:	OP-26205
Administrator Contact Details			
First Name:	Gladys	Last Name:	Gonzalez
Phone Number:	305-593-6625	Email Address:	gladys.gonzalez@cityofdoral.com
Street Address:	8401 NW 53rd Terr	City, State & Zip Code:	Doral, FL 33166
Billing Contact Details			
First Name:	Maria	Last Name:	Garcia
Phone Number:	(305) 593-6624	Email Address:	Maria.Garcia@cityofdoral.com
Street Address:	8401 NW 53rd Terr	City, State & Zip Code:	Doral, FL 33166
Initiator Contact Details			
First Name:	Gladys	Last Name:	Gonzalez
Phone Number:	305-593-6625	Email Address:	gladys.gonzalez@cityofdoral.com
Implementation Contact Details			
First Name:	Danilo	Last Name:	Argote
Phone Number:	305-593-6626	Email Address:	danilo.argote@cityofdoral.com
Technical Contact Details			
First Name:	Miguel	Last Name:	Urrutia
Phone Number:	305-593-6725 ext 1704	Email Address:	miguel.urrutia@cityofdoral.com

Order Details			
Service Description:	Ethernet VPN Multipoint to Multipoint	Desired Delivery Date:	Standard Interval
Term (months):	60 Months	Expedite Requested:	<input type="checkbox"/> Yes \$250/day
Customer PON#:		Customer Circuit ID:	
Date Sent:		Supplement:	Version:

Value Added Services	
Jumbo Ethernet MTU:	<input type="checkbox"/> Yes (9000 Bytes) QoS: <input type="checkbox"/> Yes
Multicasting:	<input type="checkbox"/> Yes

Location Information				
	Hub/Location A/1	Location Z/2	Location 3	Location 4
Node Activity:	New	New	New	New
Physical Address:	Intersection of NW 12th St & NW 78th Ave	Intersection of NW 12th St & NW 82nd Ave	Intersection of NW 25th St & NW 107th Ave	Intersection of NW 25th St & NW 117th Ave
City, State, Zip Code:	Doral, FL, 33126	Doral, FL, 33126	Doral, FL 33172	Doral, FL 33172
Demarc/Room/Floor:				
Site Contact:	Danilo Argote	Danilo Argote	Danilo Argote	Danilo Argote
Site Phone Number:	305-593-6626	305-593-6626	305-593-6626	305-593-6626
CLLI Code:				
FPL FiberNet Circuit ID:				
Committed Information Rate:	100Mbps	100Mbps	1000Mbps	100Mbps
CE Port Type:	1000Mbps	1000Mbps	1000Mbps	1000Mbps
CE Port Media:	1000BaseSX(500m/MMF)	1000BaseSX(500m/MMF)	1000BaseSX(500m/MMF)	1000BaseSX(500m/MMF)
Ethernet Duplex Mode:	Full Duplex	Full Duplex	Full Duplex	Full Duplex
LOA Responsibility:	Provider	Customer	Customer	Customer
Demarc Device Power:	120V AC	120V AC	120V AC	120V AC
Demarc Mounting:	Cabinet	Cabinet	Cabinet	Cabinet
Monthly Recurring Charge:	\$700.00	\$700.00	\$700.00	\$700.00
Non Recurring Charge:	\$0.00	\$0.00	\$0.00	\$0.00

Location Information				
	Location 5	Location 6	Location 7	Location 8
Node Activity:	New	New		
Physical Address:	Intersection of NW 74th St & NW 114th Ave	Intersection of NW 25th St & 79th Ave		
City, State, Zip Code:	Doral, FL 33178	Doral, FL 33172		
Demarc/Room/Floor:				
Site Contact:	Danilo Argote	Danilo Argote		
Site Phone Number:	305-593-6626	305-593-6626		
CLLI Code:				
FPL FiberNet Circuit ID:				
Committed Information Rate:	100Mbps	100Mbps		
CE Port Type:	1000Mbps	1000Mbps		
CE Port Media:	1000BaseSX(500m/MMF)	1000BaseSX(500m/MMF)		
Ethernet Duplex Mode:	Full Duplex	Full Duplex		
LOA Responsibility:	Customer	Customer		
Demarc Device Power:	120V AC	120V AC		
Demarc Mounting:	Cabinet	Cabinet		
Monthly Recurring Charge:	\$700.00	\$700.00		
Non Recurring Charge:	\$0.00	\$0.00		

Value Added Services (Per Site)												
	Hub/Location A/1			Location Z/2			Location 3			Location 4		
		MRC	NRC		MRC	NRC		MRC	NRC		MRC	NRC
Bursting:												
Route/OSP Protection:	<input type="checkbox"/> Yes			<input type="checkbox"/> Yes			<input type="checkbox"/> Yes			<input type="checkbox"/> Yes		
LAG Control Protocol:												
LAG Additional Port:	<input type="checkbox"/> Yes			<input type="checkbox"/> Yes			<input type="checkbox"/> Yes			<input type="checkbox"/> Yes		
VLAN Service (802.1q):	<input type="checkbox"/> Yes			<input type="checkbox"/> Yes			<input type="checkbox"/> Yes			<input type="checkbox"/> Yes		
VLAN ID:												
Performance Management Portal: <small>(some restrictions apply)</small>												
Total Value Added Charges:												

Value Added Services (Per Site)												
	Location 5			Location 6			Location 7			Location 8		
		MRC	NRC		MRC	NRC		MRC	NRC		MRC	NRC
Bursting:												
Route/OSP Protection:	<input type="checkbox"/> Yes			<input type="checkbox"/> Yes			<input type="checkbox"/> Yes			<input type="checkbox"/> Yes		
LAG Control Protocol:												
LAG Additional Port:	<input type="checkbox"/> Yes			<input type="checkbox"/> Yes			<input type="checkbox"/> Yes			<input type="checkbox"/> Yes		
VLAN Service (802.1q):	<input type="checkbox"/> Yes			<input type="checkbox"/> Yes			<input type="checkbox"/> Yes			<input type="checkbox"/> Yes		
VLAN ID:												
Performance Management Portal: <small>(some restrictions apply)</small>												
Total Value Added Charges:											-	-

Customer Instructions/Comments
Please identify below any special offices and facilities and 911 special facilities as defined under 4.5 of 47 CFR Part 4.
<p>This Ethernet Service Order Agreement is an upgrade and extension of the services FPL FiberNet is currently providing to City of Doral under the existing Service Agreement. Provider shall deliver an unprotected 100 Mbps Ethernet VPN Tail to be integrated to City of Doral's existing FPL FiberNet Ethernet VPN network, at each of the above locations.</p> <ol style="list-style-type: none"> 1. Provider shall have the right to install sixteen (16) collocatable structures which shall consist of concrete or polymer poles of varying heights, but which in no event shall exceed sixty-five (65) feet in height above ground level, capable of accommodating Customer's traffic monitoring system (the "Collocatable Structures"). The Collocatable Structures will be installed at six (6) locations listed as Location 1 through Location 6 in the Location Information section of this Service Order (individually, a "Location" and collectively, "Locations"). The exact location of each of the Collocatable Structures will be agreed upon by Provider and Customer during the initial project design phase, but in no event shall any such Collocatable Structure be installed in an area in which there is less than twenty-five (25) square feet of available space either in the public right-of-way or upon real property otherwise owned or wholly controlled by the Customer and which is available for installation of equipment necessary, used or useful in the operation of the traffic monitoring system or delivery of the Services, or both. 2. Provider shall be responsible for maintaining the Collocatable Structures and coordinating any upgrades or replacement of structures with Customer to minimize any impact such an activity might have on the Customer's traffic monitoring system. Provider shall retain all right, title and interest in and to the Collocatable Structures following expiration or earlier termination of the Agreement. 3. Provider shall deliver Services consisting of one (1) Ethernet circuit (as further and more specifically identified and described in the Service Order) to each of the Locations. 4. If multiple Collocatable Structures are installed at a single Location, FPL FiberNet shall have the right to determine in its sole but reasonable discretion to which Collocatable Structure it will deliver the contracted Services at such Location. Customer shall be responsible for performing, or having performed, all labor and shall provide all materials necessary to establish connectivity between the Collocatable Structure to which FPL FiberNet shall provide Services and the other Collocatable Structures at a Location. 5. The primary purpose of the Collocatable Structures shall be for the installation of Customer's traffic monitoring system. Customer shall not utilize the Collocatable Structures for any other purpose without the written consent of Provider, which consent may be granted or withheld in Provider's sole but reasonable discretion. Provider shall have the right to use available space on the Collocatable Structures for its own purposes, or license or lease available space on such Collocatable Structures to third party telecommunications providers, for the installation of wireless equipment, antennae, or other appurtenant equipment subject to Customer's right of first refusal (ROFR). So long as Customer is not in default under the Service Agreement, Customer will have a one-time ROFR with respect to then-available space on any Collocatable Structure. Upon Provider's written notice to Customer of the terms on which Provider is prepared to lease or license such available space to a third party, Customer will have fifteen (15) days thereafter to notify Provider that it exercises its right of first refusal (on the terms contained in the notice), or it shall be deemed to have waived its right to exercise the ROFR. Upon the expiration or earlier termination of the Service Order as it applies to any Location, Customer shall have fifteen (15) days to remove any portion of the traffic monitoring system from such Collocatable Structure and return same to the condition enjoyed immediately prior to the installation of same, normal wear and tear and damage by the elements excepted. In the event Customer fails to remove such portion of the traffic monitoring system within the prescribed timeframe, Customer shall be obligated to pay fees in an amount which shall be one hundred fifty percent (150%) of the fees charged for Services at such Location on the date of Service Order expiration or termination as relates to such Location. 6. Customer is responsible for the procurement, installation, and maintenance of the traffic monitoring system and appurtenant equipment. Further, Customer is responsible for providing all necessary power to its traffic monitoring equipment and FPL FiberNet's equipment installed at each Collocatable Structure which directly supports the provision of each Service identified in this Service Order and any other Services which may be provided to City at the identified locations during the Term of this Agreement. 7. All capitalized terms not defined herein shall have the meanings attributed to such terms in the Service Agreement or the Service Order, as applicable.

Commercial Terms & Authorization

<input type="checkbox"/> Agent:		<input type="checkbox"/> Customer Referral		<input type="checkbox"/> Wholesale	<input checked="" type="checkbox"/> Retail
Monthly Recurring Charges:	\$4,200.00	Non Recurring Charges:		\$0.00	
Other Monthly Recurring Charges:	\$0.00	Other Non Recurring Charges:		\$0.00	
Total Monthly Recurring Charges:	\$4,200.00	Total Non Recurring Charges:		\$0.00	
Agent:		Agent Opportunity Number			
Account Executive:	Eduardo Andres Garcia	Sales Engineer:		Guillermo Romero	
Accepted By:		Date:			
Customer Name:		Customer Title:			
Customer Signature:		Date:			
<input type="checkbox"/> By checking this box, I certify that I have read and I am in agreement with FPL FiberNet's Standard Service Agreement and Exhibits. The Service Agreement can be found at www.FPLFiberNet.com/contact/contents/contact_us.shtml .					
If the customer does not have a Service Agreement (MSA/SA) with FPL FiberNet (FN) at the time of order, FN's standard MSA/SA will govern services until a MSA/SA is executed.					
Pricing and payment terms are subject to customer credit rating. Fees incurred by FN at the request of customer, including but not limited to cross connect and mapping fees, will be passed onto the customer with a 10% administration fee.					
All MRC and NRC prices are stated in US dollars and do not include standard taxes or fees such as, but not limited to, USF and/or CST. Other taxes and fees can add between 20% and 30% to the final billed amounts. Customer may issue one revision to the Service Order (a "Change Order") without charge prior to acceptance. Any additional Change Orders may be subject to an administration fee of \$250 per Change Order.					
Customer is responsible for providing colocation rack space, AC power backed by UPS and clear and diverse conduit access from the property line of above listed sites to Customer's demarcation point within the building. Customer agrees to assist FN in obtaining the right to install the FN Facilities (as defined in the MSA/SA) on any premises owned by a third party, and to pay all costs incurred in obtaining ongoing rights to access such premises to install, operate, repair and maintain the FN Facilities. FN requires that Customer provides a Letter of Authorization (LOA) from above listed sites, building management's and/or owners granting FN permission to deliver services to Customer within listed sites.					



Your connection. Our responsibility.