

Item # 40

**ADDITIONAL MATERIAL
10:00 a.m. Regular Meeting
FEBRUARY10, 2015**

**SUBMITTED AT THE REQUEST OF
ENVIRONMENTAL PROTECTION and
GROWTH MANAGEMENT**



Environmental Protection and Growth Management Department
ENVIRONMENTAL PLANNING AND COMMUNITY RESILIENCE DIVISION
115 S. Andrews Avenue, Room 329H • Fort Lauderdale, Florida 33301 • 954-519-1270 • FAX 954-519-1496

To: Broward County Board of County Commissioners
Thru: Cynthia Chambers, Director *TPW for CSC*
Environmental Planning and Growth Management Department
From: Dr. Jennifer Jurado, Director *JJ*
Environmental Planning and Community Resilience Division
Date: 2/9/2015
Re: Agenda Item 40 (2/10/15) – Solar Energy Agreement

Staff is in receipt of signed copies of the Solar Energy Agreement between Broward County and Florida Power & Light Company (FPL). Documents executed by FPL and approved as to form by the County Attorney's Office include the following changes:

Page 1, first paragraph, added "collectively referred to as the ***"Parties"*** and sometimes individually referred to herein as a ***"Party"*** ..."

Page 1, Third WHEREAS "WHEREAS, in furtherance of such Objectives, County has agreed to that FPL may use..."

Page 4, Section 2.3, "...During the Term, neither FPL, nor its employees, agents, and invitees, shall not use or occupy the Premises..."

Page 5, Section 3.1, "...unless and until such time as either Party delivers written notice to the other party at any time during the then current Term of Lessee's the Party's intention to ~~terminate the Agreement~~ not to further extend the term of the Agreement."

Page 5, Section 3.1, "...to operate the Equipment, and has the Equipment installed, connected to the ~~Improvements~~ electric transformer, and generating solar power..."

Page 9, Section 8.6, "...County has not abated the condition or is continuously and diligently prosecuting such abatement toward completion for within a total of sixty (60) days..."

Page 9, Section 9.1, "~~the County~~ FPL may, upon written notice to ~~FPL~~ the County, terminate this Agreement."

Page 12, Section 12, added "Notwithstanding the foregoing, each Party's liability to the other Party shall be limited to direct damages and shall exclude any other liability, including, without limitation, liability for special, indirect, punitive, or consequential damages."

Page 13, Section 18, "County shall reimburse FPL for any reasonable costs and expenses incurred in effecting such a cure..."

Page 14, Section 18.1, "County agrees to pay FPL's reasonable cost of removal..."

Page 16, Sections 25 and 26 were renumbered as Section 24 was not present, an error from earlier edits.

Page 17, Section 26.8 "...~~(ii) to use the County's name in FPL's press releases, publicity and advertising; and (iii) to display photographs of the Equipment on the Structure in its advertising and promotional materials.~~ FPL acknowledges that County shall have the right (i) to issue press releases regarding use of the Equipment ~~on the Structure~~ and to publicize County's involvement to County customers sand to the public, (ii) to use FPL's name in County press releases, publicity and advertising; and (iii) to display photographs of the Equipment ~~on the Structure~~ in its advertising and promotional materials..."

Notary blocks were added as additional pages after execution pages.

These changes are not deemed to materially alter the intent of the negotiated agreement and have been accepted as part of the final legal review and approval.