



AGREEMENT SUMMARY

NAME OF OTHER CONTRACTING PARTY
FLORIDA POWER & LIGHT COMPANY (FPL)

PROPOSED ACTION
[checked] NEW ITEM [ ] AMENDMENT, NUMBER [ ] RENEWAL [ ] EXTENSION

DOCUMENT TYPE
Solar Energy Agreement

PURPOSE: Establishes a Solar Energy Agreement between Broward County and FPL in support of FPL's voluntary community-based solar partnership program and the County's efforts to advance solar energy in Broward County, providing for the installation, at FPL's sole expense, of a 100 kW solar parking canopy and educational exhibit at the Young at Art Museum and Broward County Library in Davie, Florida.

SPECIAL PROVISIONS (select if applicable)

- [ ] LIVING WAGE PROGRAM [ ] CBE PROGRAM
[ ] SBE SHELTERED MARKET PROGRAM [ ] M/WBE PROGRAM
[ ] FEDERAL DBE/ACDBE PROGRAM [ ] REQUIRES IN-KIND MATCH OR %
[ ] CDBE PROGRAM [ ] REQUIRES CASH MATCH: \$ OR %

EFFECTIVE DATES (new agreements only)

START: Upon execution
END: 30 years

EFFECTIVE DATES (amendments only)

- [ ] NO CHANGE
[ ] END DATE HAS CHANGED FROM TO
[ ] TERM HAS FROM TO

CONTRACT ADMINISTRATOR

NAME: Dr. Jennifer Jurado
PHONE: 954-519-1464

CONTRACT TYPE

- [ ] COST REIMBURSEMENT [ ] OPEN-END
[ ] FIRM FIXED PRICE [ ] TIME AND MATERIALS
[ ] PERFORMANCE BASED [checked] OTHER ANNUAL COMPENSATION

CONTRACT VALUE (new contracts)

[checked] ACTUAL [ ] ESTIMATED
Base amount \$75,000.00
Reimbursables \$0.00
Optional Services \$0.00
Total contract value \$75,000.00

CONTRACT VALUE (amendments only)

[ ] NO CHANGE [ ] ACTUAL [ ] ESTIMATED
Original approved contract value
Approved previous adjustments
Value of this action
Amended total contract value

PAYMENT METHOD

- [ ] LUMP SUM PAYMENT
[ ] MILESTONE / PROGRESS BASED
[checked] SCHEDULED OR TIME-BASED
[ ] OTHER

PAYMENT TERMS

FPL shall provide an annual payment to the County for siting of solar infrastructure. Payment shall be provided in the amount of \$2,500 per year (\$25/kW installed capacity).

COST ADJUSTMENT

- [checked] NOT APPLICABLE [ ] FIXED PERCENTAGE % [ ] ACTUAL COST
[ ] CPI OR OTHER INDEX [ ] FIXED COST \$ [ ] OTHER

EQUITY PROGRAM PARTICIPATION SUMMARY

Total County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: n/a
Total contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: n/a
M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: n/a

RENEWAL OR EXTENSION TERMS

30 YEAR TOTAL TERM WITH AUTOMATIC TWO 5-YEAR RENEWALS, UNLESS OTHERWISE STATED IN WRITING

TERMINATION AND CANCELLATION PROVISIONS

FOR CAUSE: AGREEMENT MAY BE TERMINATED BY COUNTY IN THE EVENT OF FAILURE TO CURE BY FPL ANY DEFAULT WITHIN THE APPLICABLE CURE PERIOD, AND FOLLOWING WRITTEN NOTICE. AGREEMENT MAY BE TERMINATED BY FPL FOR DEFAULT NOT CURED BY COUNTY WITHIN 30 DAYS OF WRITTEN NOTICE, OR COUNTY HAS NOT ABATED THE CONDITION OR CONTINUOUSLY PURSUING COMPLETION OF CURE WITHIN A TOTAL OF 60 DAYS FROM WRITTEN NOTICE.

AND UPON FOR CONVENIENCE: FPL MAY TERMINATE THIS AGREEMENT AT ANY TIME, UPON THIRTY (30) DAYS ADVANCE WRITTEN NOTICE TO THE COUNTY.

<p><b>DELIVERABLES, MILESTONES OR SCOPE OF THIS ACTION</b></p>	<ol style="list-style-type: none"> <li>1) FPL shall design, secure permits and install a solar parking canopy up to 100kW in total capacity</li> <li>2) FPL shall coordinate with County and Young at Art staff to install an interactive educational exhibit and signage on site and within the common area at the Young at Art Museum and Broward County Library in Davie, FL.</li> </ol>
<p><b>LIST TERMS, CONSIDERATIONS OR DEVIATIONS FROM STANDARD COUNTY FORM.</b></p>	<p>This agreement reflects FPL's standard form agreement as amended during negotiations.</p> <p>Significant departures from the County's standard form agreement include the following:</p> <ol style="list-style-type: none"> <li>1) A total term of 30 years which consists of an initial 20-year term with two (2) automatic five-year renewals</li> <li>2) Consent to placement of a regulated electrical generation facility on county property</li> <li>3) County's responsibility for the unamortized value of the installed equipment in the event the county were to unreasonably interfere with the project to a point of default</li> <li>4) Compensation may be prorated for partial payment</li> <li>5) The 30-year term formally commences at the time at which the project is installed and is able to generate electricity. It is estimated to require 4-5 months to complete construction</li> <li>6) Insurance provisions were negotiated and approved by the County's Risk Management Division.</li> </ol>

Rev. 10/2/12