



AGREEMENT SUMMARY

1. Other Contracting Party:

FLORIDA POWER & LIGHT COMPANY (FPL)

2. Proposed Action:

X New Contract [] Amendment, Number [] Renewal [] Extension

3. Document Type (select one):

Agreement

4. Purpose/Description:

To provide for the installation of solar power projects and companion educational exhibits within Parks and Recreation Division properties, creating shade structures and features such as integrated tables and USB chargers supporting park users' pursuit of outdoor leisure, athletic, or recreation activities, as required by Section 8.13 of the Broward County Charter, while promoting renewable energy and conservation, at FPL's sole cost and expense.

5. Special Provisions (select if applicable):

- [] Living Wage Program [] SBE Sheltered Market Program
[] Workforce Investment Pilot Program [] M/WBE Program
[] Federal DBE/ACDBE program [] In-Kind Match Required: \$ _____ or _____ %
[] CBE Program [] Cash Match Required: \$ _____ or _____ %

6.a. Effective Dates (for new agreements only):

Start : Upon complete execution of Agreement by both parties
End: After 20-year initial term plus two additional five-year terms, beginning on the date when the first Project under this Agreement becomes operational and is capable of generating solar power

6.b. Effective Dates (amendments only):

- [] No Change
[] End date has changed from _____ to _____.
[] Term has _____ from _____ to _____ .

7. Contract Administrator:

Name: Dan West
Phone: 954-357-8106

8. Contract Type:

- [] Cost reimbursement [] Open-end
[] Firm fixed price [] Time and materials
[] Performance-based [X] Other ANNUAL COMPENSATION

9.a. Contract Value (new contracts)

Table with 2 columns: Category, Value. Rows: Actual, Estimated (for the 20-year initial term), Base amount (\$11,000), Reimbursables, Optional Services, Total contract value (\$11,000)

9.b. Contract Value (amendments only)

Table with 2 columns: Category, Value. Rows: No change, Actual, Estimated, Original approved contract value, Approved previous adjustments, Value of this action, Amended total contract value

10. Payment Method

- [] Lump Sum Payment
[] Milestone or Progress-Based
[X] Scheduled or Time-Based
Other

11. Payment Terms

FPL shall compensate County annually in the amount of \$25 per kilowatt hour of 22kW installed solar capacity for the solar canopy structure.

12. Cost Adjustment

- [X] Not Applicable [] Fixed Percentage - ___% [] Actual Cost
[] CPI or other Index [] Fixed Amount - \$ _____ [] Other:

13. Equity Program Participation Summary

- a. County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: N/A
b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: N/A
c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: N/A

14. Renewal or Extension Terms:

30-year Extended Term consists of the Initial 20-year term and two additional five-year renewals

15. 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 60 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

For Convenience: FPL MAY TERMINATE THIS AGREEMENT AT ANY TIME, UPON SIXTY (60) DAYS PRIOR WRITTEN NOTICE TO THE COUNTY. COUNTY MAY TERMINATE THIS AGREEMENT AT ANY TIME, UPON SIXTY (60) DAYS PRIOR WRITTEN NOTICE TO THE FPL.

16. Deliverables, milestones or scope of this action:

17. List terms, considerations or deviations from standard county form.

This agreement reflects FPL's standard form agreement as amended during negotiations.

Significant departures from the County's standard form agreement include the following:

- 1) A total Extended Term of 30 years which consists of an initial 20-year term with two five-year renewals
- 2) Consent to placement of a regulated electrical generation facility on County property
- 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
- 4) Compensation may be prorated for partial annual payment
- 5) The 30-year Extended Term formally commences when the project is installed and is able to generate electricity. It is estimated to require four to five months to complete construction