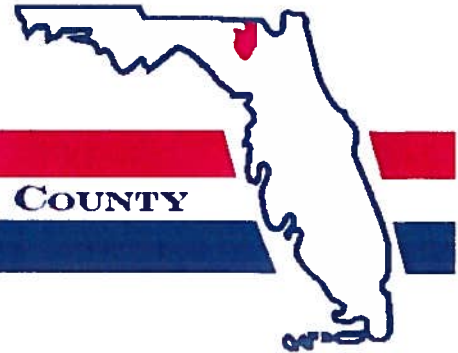


District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Everett Phillips
District No. 5 - Scarlet Parnell Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

Memo

Date: June 9, 2016
To: Board of Commissioners
From: Scott Ward, Assistant County Manager
RE: Street Lighting Agreement with FPL

Florida Power and Light (FP&L) has evaluated the existing lighting at NW Bascom Norris & US Hwy 441 North. They have recommended increasing the current fixture from 200 to 400 watts and replacing the current bracket. The lighting improvements will improve the overall illumination level at the intersection, therefore improving the safety. The upfront cost due to the County will be \$236.70, and the increase to the reoccurring monthly charge will be approximately \$7.

We are recommending the Board approve the attached Street Lighting Agreement with FP&L in order to improve lighting at NW Bascom Norris & US Hwy 441 North.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:

- a. the addition of street lighting facilities;
- b. the removal of street lighting facilities; and
- c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

8. FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
9. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
11. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.
12. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
13. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
14. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
15. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
16. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
17. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Customer (Print or type name of Organization)

By: Bucky Nash
Signature (Authorized Representative)

Bucky Nash
(Print or type name)

Title: Chairman

FLORIDA POWER & LIGHT COMPANY

By: Jeff Simmons
(Signature)

JEFF SIMMONS
(Print or type name)

Title: GOVERNMENTAL & MAJOR ACCOUNT MANAGER

Work Request Charges Quotation
FPL-Power Systems

To: COLUMBIA COUNTY BOARD OF COUNTY COM	Quote Number: NF69767311
0 STATE ROAD 100A	Description: CHARGE TO UPGRADE STREET LIGHT AT
STREET LI	BASCOM NORRIS & N US HWY 41 TO 400
LAKE CITY, FL 32055	WATT
TLN = 2-5778-6376-0-7	

Quote Date: 6/8/2016
Preferred Option: Yes
No. Payments:
Project:

Quotation Details

Description	Refundable?	Unit Cost	Quantity	Total	Due Before Work	Paid
Differential Cost	No	236.70	1	236.70	Y	

Charges Due Before Work Starts:	236.70
Tax:	0.00
Subtotal:	236.70

Charges Due On Completion:	0.00
Tax:	0.00
Subtotal:	0.00

Total Charges:	236.70
Total Tax:	0.00
Total Including Tax:	236.70
Total Refundable:	0.00
Total Non-Refundable:	236.70