

NON-RESIDENTIAL OPTIONAL SUPPLEMENTAL POWER SERVICES AGREEMENT
FOR 9000 TOWN CENTER PARKWAY

THIS Non-Residential Optional Supplemental Power Services Agreement for 9000 Town Center Parkway ("Agreement") is made and entered into this 5th day of May, 2026 by and between Manatee County, a Governmental Entity, having its principal office at 1112 Mantee Avenue West, Bradenton, FL 34205 (hereafter, the "Customer") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (hereafter "Company") (each a "Party" and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to, the Optional Supplemental Power Services Rider, Rate Schedule OSP-1, as approved or subsequently revised by the FPSC (hereafter the "Rider") and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not defined herein shall have the meaning set forth in the Electric Tariff.

WHEREAS, the Customer hereby applies to Company for receipt of service, as more specifically described in a Statement of Work ("SOW") for the purpose of providing an alternative source of power supply and/or power conditioning service in the event Customer's normal electric supply is disrupted (hereafter the "Service"), at the Customer administrative facility located at 9000 Town Center Parkway, Lakewood Ranch, FL, 34202 (hereafter the "Facility").

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. **Effective Date.** This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.
2. **Term of Agreement.** The term of this Agreement will commence on the Effective Date and will continue for 20 years following the Commercial Operation Date as defined in Section 4(a) below (the "Term").
3. **Scope of Services.** Company will design, procure, install, own, operate and provide maintenance to all alternative sources of power supply and/or power conditioning equipment ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be a fixture or otherwise part of the Facility, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer.
4. **Design and Installation.** Company will design, procure, and install the Equipment pursuant to the requirements of the SOW.
 - (a) **Commercial Operation.** Upon completion of the installation of the applicable Equipment in accordance with the requirements of the SOW, Company shall deliver to Customer a notice that the Equipment is ready for commercial operation, with the date of such notice being the "Commercial Operation Date".
 - (b) **Commencement of Monthly Service Payment Upon Commercial Operation Date.** Customer's obligation to pay the applicable Customer's monthly Service payment, plus applicable fuel charges and taxes due from Customer pursuant to Section 6 (Customer Payments), shall begin on the Commercial Operation Date and shall be due and payable by Customer pursuant to the General Rules and Regulations for Electric Service.
5. **Equipment Maintenance; Alterations.** During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for repairs that are the Customer's financial responsibility under

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Section 12(c), due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not manually operate or test Equipment, move, modify, remove, adjust, alter or change in any material way the Equipment, or any part thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 5 by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.

6. Customer Payments.

- (a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Any monthly fuel charges specified in the SOW will be in addition to the Monthly Service Payment. Monthly fuel charges, if applicable, will be recalculated annually by Company in accordance with the Rider, and such recalculated monthly fuel charges shall be effective upon written notice to Customer. Applicable taxes will also be included in or added to the Monthly Service Payment and any fuel charges. In the event that Company agrees to a Customer's request to connect Equipment on the Company's side of the billing meter, energy provided by such Equipment will be billed under the Customer's otherwise applicable general service rate schedule.
- (b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law. Further if the Customer fails to make any undisputed payment owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due, Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the preceding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.

- 7. Customer Credit Requirements.** At the discretion of the Company and subject to the confidentiality obligations set forth in this Agreement, Company may request and Customer shall provide Company with the most recent financial statements of each of the Customer and/or its parent company and with such other documents, instruments, agreements and other writings to determine the creditworthiness of Customer. The Company may also use debt ratings provided by the major credit rating agencies or consult other credit rating services to determine Customer creditworthiness. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Electric Tariff for the surety bond and Sheet Nos. 9.430 and 9.435 of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 13(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.

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8. **Grant of Easement to Company.** Customer hereby grants Company an access easement to the Facility sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Facility to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access"). Upon execution of this Agreement and the Parties agreement to the Equipment location, Company shall obtain a legal description of the necessary Access locations and provide Customer with an applicable easement form for Customer's approval and signature. The Customer must also obtain and provide mortgage subordinations, as necessary to protect the Company's right of Access. Upon receiving the signed easement form and any associated mortgage subordinations, the Company shall record Company's easement rights in the public records of the County where the Facility is located. All such costs related thereto shall be included as part of calculating the Customer's Monthly Service Payment. Failure to provide the above requested documents in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Customer agrees that it will not interfere with Company's right of access to the Facility as reasonably necessary for (i) Company's laydown and installation of the Equipment, (ii) Company's maintenance and/or removal of Equipment, and (iii) Company's performance of the Service.
9. **Company Operation and Testing of Equipment.** The Company shall have the exclusive right to manually and/or remotely operate the Equipment, and, except as expressly provided in the SOW, has the right to manually and/or remotely operate the Equipment at all times it deems appropriate, including, but not limited to, for the purpose of testing the Equipment to verify that it will operate within required parameters.
10. **Customer Responsibilities.** Except for an agreed upon Change (as defined in the SOW), the Customer shall not modify its electrical system at the Facility in a manner that exceeds the capacity of the Equipment. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Facility. The Customer shall be obligated, at its sole expense, to keep the Facility free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to Section 9, or (iii) cause damage to the Equipment.
11. **Permits and Regulatory Requirements.** Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permits.
12. **Title and Risk of Loss.**
 - (a) **Title.** The Customer agrees that Equipment installed at the Facility is and will remain the sole property of Company unless and until such time as the Customer exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 12(a). The Parties agree that the Equipment is personal property of Company and not a fixture to the Facility and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions, as Company deems appropriate. Furthermore, the Parties agree that Company has the

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right to record notice of its ownership rights in the Equipment in the public records of the county of the Facility.

- (b) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Facility.
- (c) Risk of Loss to Equipment (Customer Responsibility). **CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE FACILITY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS EMPLOYEES, CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 18(b) OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY, A "CUSTOMER CASUALTY").** Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.
- (d) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

13. Expiration or Termination of Agreement.

- (a) Early Termination for Convenience by Customer. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least one-hundred eighty (180) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment less any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under Section 7 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Company. Company retains the right to invoice Customer based upon actual salvage value within one-hundred eighty (180) days of the date of the Company's removal of Equipment.

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- (b) **Early Termination by Company for Convenience or by Company Due to Change in Law.** The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least one-hundred eighty (180) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this Section 13(b), Customer must choose to either: (i) Purchase the Equipment upon payment of (A) a transfer price mutually agreeable to Company and Customer, plus (B) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (C) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (D) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination, minus (E) any cash security held by the Company under this Agreement; or (ii) Request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment.
- (c) **Early Termination of Agreement for Cause.** In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within five (5) business days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer; (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 20, Customer sells, transfers or otherwise disposes of the Facility; (v) Customer or any guarantor of Customer's obligations or liabilities hereunder ("Guarantor") sells, transfers or otherwise dispose of all or substantially all of its assets; (vi) Customer or Guarantor enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes an assignment for the benefit of creditors; (vii) any representation or warranty made by Customer or Guarantor or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; or (viii) Customer removes or allows a third party to remove, any portion of the Equipment from the Facility.
- i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Facility (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.

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- ii. Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to Section 13(e), or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.
- (d) **Expiration of Agreement.** At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer, (ii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) plus applicable taxes, plus any outstanding Monthly Service Payments, fuel charges and applicable taxes, for Service provided to Customer prior to the expiration of the Term, or (iii) to request that Company remove the Equipment and for Customer to pay Company the Termination Fee. In the event that Customer fails to make a timely election, Customer shall be deemed to have elected the request for Company to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If options (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the expiration of the then current Term, the Agreement will auto-renew on a month-to-month basis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the date Customer provides written notice to Company to change its election to option (iii) above.
- (e) **Customer Purchase Option.** Pursuant to a purchase option under Section 13(c), Section 13(d), or Section 20, the Customer may elect to purchase and take title to the Equipment upon payment of (i) the greater of (A) Company's unrecovered capital cost of the Equipment, or (B) the mutually agreed upon fair market value of the Equipment, plus (ii) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (iii) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (iv) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination; minus (v) any cash security held by the Company under this Agreement. Company will invoice Customer the purchase option price within thirty (30) days of Customer's election of the purchase option, due and payable by Customer within thirty (30) days of the date of such invoice. If Customer and Company cannot reach agreement as to the fair market value of the Equipment within thirty (30) days of Customer's election of the purchase option, then such purchase option will expire and Customer must proceed subject to and pay the Termination Fee pursuant to Section 13(a).
- (f) **Termination of Easements.** Following expiration or termination of this Agreement and satisfaction of all Customer obligations under this Section 13, Company shall provide Customer with a release of Easements in a form mutually agreed upon between the Parties.

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14. Warranty and Representations.

- (a) Company's Disclaimer of Express and/or Implied Warranties. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE FACILITY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.
- (b) Customer Representations and Warranties. The Customer represents and warrants that (i) the Facility at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Facility will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Facility is accurate and complete; (iv) Customer holds title to the real property on which the Facility is located or has the right of possession of the real property on which the Facility is located for the Term; and (v) Customer has the right to grant Company easement rights related to the real property on which the Facility is located, or has the right to require the owner of the real property on which the Facility is located to grant Company such easement rights.

15. LIMITATIONS OF LIABILITY.

- (a) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.
- (b) SUBJECT TO SECTION 15(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.
- (c) THE LIMITATIONS OF LIABILITY UNDER SECTION 15(a) AND SECTION 15(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 18(c).

Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 15.

Agreed and accepted by Customer: B (Initials)

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16. **Force Majeure.** Force Majeure is defined as an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Facility or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement). If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 16 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.
17. **Confidentiality.** "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by a disclosing Party or otherwise ("Disclosing Party"), which is disclosed to a receiving Party ("Receiving Party"). Confidential Information shall not be used for any purpose other than for purposes of this Agreement. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard. Except to the extent required by applicable law, Customer shall not make any public statements that reference the name of Company or its affiliates without the prior written consent of Company.
18. **Insurance and Indemnity.**
- (a) **Insurance to Be Maintained by the Company.**
- i. At any time that the Company is performing Services under this Agreement at the Customer Facility, the Company shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million (\$1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million (\$2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million (\$1,000,000.00) Dollars per accident, by disease and per policy and per employee.
 - ii. Upon the request of Customer, the Company shall provide the Customer with insurance certificates which provide evidence of the insurance coverage under this Agreement.
 - iii. Notwithstanding any other requirement set forth in this Section 18(a), Company may meet the above required insurance coverage and limits with any combination of primary, excess, or self-insurance. In the event Company self-insures any of the above required coverages, Company will provide Customer with a letter of self-insurance upon written request by Customer.

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(b) Insurance to Be Maintained by the Customer.

- i. The Customer, during and throughout the Term of this Agreement, shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million (\$1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million (\$2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million (\$1,000,000.00) Dollars per accident, by disease and per policy and per employee. With respect to insurance required in (i), (ii), and (iii) above, Customer shall name Company as an additional insured and provide a waiver of subrogation in favor of Company.
- ii. In the event Customer is subject to Section 768.28 Florida Statute, Customer acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that Customer is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of Two Hundred Thousand (\$200,000.00) Dollars per person and Three Hundred Thousand (\$300,000.00) Dollars per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Customer shall also maintain workers' compensation insurance in accordance with Chapter 440, Florida Statute. Coverage shall also include Employers' Liability coverage with limits of One Million (\$1,000,000.00) Dollars per accident.

- (c) Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

19. Non-Waiver. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.
20. Assignment. Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 7 (Customer Credit Requirements), the Customer has the option to purchase the Equipment pursuant to Section 13(e) or, this Agreement may be assigned by the Customer to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Customer and the Company in writing. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and Company.

(Continue on Sheet No. 9.829)

(Continued from Sheet No. 9.828)

21. **Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
22. **Modification.** No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.
23. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
24. **Survival.** The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.
25. **Notices.** All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement, and with respect to Company, sent to the attention of Francisco Sanchez. Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.
26. **Further Assurances.** Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.
27. **Governmental Entities.** For those Customers which are a governmental entity of the State of Florida or political subdivision thereof ("Governmental Entity"), to the extent the Governmental Entity is legally barred by Florida state or federal law from executing or agreeing to any provision of this Agreement, then such provision of this Agreement will be deemed modified to the extent necessary to make such provisions consistent with Florida state or federal law. The remainder of this Agreement shall not be affected thereby and will survive and be enforceable.

(Continue on Sheet No. 9.830)

(Continued from Sheet No. 9.829)

28. **Entire Agreement.** The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written or implied, regarding the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Board of County Commissioners
of Manatee County, Florida

Florida Power & Light Company

By: T.M.
Chairperson

By: Pamela Rauch
Vice President, External Affairs &
Economic Development

TAL Siddique
(Print or Type Name)



Pamela M. Rauch

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND
COMPTROLLER

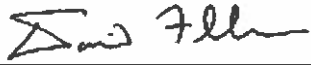
By: Robin Patten
Deputy Clerk
Title: DEPUTY CLERK
Date: May 5, 2020

FLORIDA POWER & LIGHT COMPANY
CERTIFICATE AS TO SIGNATURE AND INCUMBENCY OF OFFICERS

The undersigned, David Flechner, Vice President, Compliance & Corporate Secretary of Florida Power & Light Company, a Florida corporation (the "Company"), hereby certifies that each of the persons whose names, titles and signatures appear below is a duly appointed, qualified and acting officer of the Company and holds, on the date hereof, the title set forth opposite his or her name and the signature appearing opposite his or her name is a genuine facsimile of the signature of such officer:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Pamela M. Rauch	Vice President, External Affairs & Economic Development	 _____

IN WITNESS WHEREOF, I have hereunto signed my name on March 12, 2026.



David Flechner
Vice President, Compliance &
Corporate Secretary

STATEMENT OF WORK FOR 9000 TOWN CENTER PARKWAY

This Statement of Work for 9000 Town Center Parkway (“SOW”), effective on the date last signed below (“Effective Date”), is made subject to, and will be governed by the Non-Residential Optional Supplemental Power Services Agreement for 9000 Town Center Parkway (“Agreement”) by and between Manatee County (hereinafter, the “Customer”) and Florida Power & Light Company (hereinafter “Company” or “FPL”) (each a “Party” and collectively the “Parties”) effective May 5, 2026. Capitalized terms not otherwise defined herein have the definitions given to them in the Agreement.

A. Objective

The objective is to provide an alternative source of electrical power to Customer’s administrative facility located at 9000 Town Center Parkway, Lakewood Ranch, FL, 34202 (the “Facility” as defined in the Agreement).

B. Monthly Service Payment

1. Monthly Service Payment Amount: \$52,744 plus applicable taxes.
2. To be added to FPL Account Number: 84468-03234

C. Description of Work

1. Project Description

(a) Temporary Solution

Backup power service to provide an alternative source of electrical power to customer’s facility located at 9000 Town Center Pkwy, Lakewood Ranch, FL 34202. Based on site installation conditions and electrical load data, Company expects to utilize a 480V, 1MW mobile generator to provide standby service to the electrical loads. Temporary power solution to be on site until permanent solution COD and not to exceed 12 months.

(b) Permanent Solution

Backup power service to provide an alternative source of electrical power to customer’s facility located at 9000 Town Center Pkwy, Lakewood Ranch, FL 34202. Based on site installation conditions and electrical load data, Company expects to utilize a 480V, 1.3MW standby-rated, natural gas Distributed Generation System (DGS), including controls and momentary parallel automatic transfer gear to provide service to the electrical loads, based on the historical 24-month metering data as of February, 2026, associated with FPL Account Number 84468-03234 plus projected expansion.

The Equipment is intended to supply services as both an Emergency Standby System as defined by Article 700 of the NFPA 70 National Electric Code and an Optional Standby System as defined by Article 702 of the NFPA 70 National Electrical Code. Customer represents and warrants that the Equipment, once installed, is properly categorized for Customer’s purposes as both an Emergency Standby System and Optional Standby System as defined by Articles 700 and 702 of the NFPA 70 National Electrical Code.

2. Critical Infrastructure Facility.

The Parties acknowledge and agree that the Equipment being installed by Company at the Facility is replacing Customer’s current equipment that is used by Customer as an Emergency Power Supply Service (EPSS) as defined by Article 700 of the NFPA 70 National Electric Code (NEC) due to the prior systems partial use of providing backup power for illumination and for designated areas and equipment essential for life safety in the event of normal power failure. The Equipment being installed will also serve as an Optional Standby System in accordance with Article 702 of the NFPA 70 NEC. As a result of Customer’s installation and use of this preexisting system, Customer has already complied with and is in ongoing compliance with the obligations imposed by the NEC and National Fire Protection Association 110, including infrastructure requirements, maintenance and testing. Company’s work under this SOW to install new Equipment must comply with only the functional obligations of the new Equipment imposed by the NEC and National Fire Protection Association 110, which include and are limited to the following:

- (a) Automatic Operation: Emergency systems must operate automatically upon the loss of normal power, without manual intervention;
- (b) Rapid Response (10-Second Rule): Power will be available to the emergency bus aboard the new low voltage switchgear within 10 seconds of the normal supply failure. This is a critical performance metric that influences the choice of power source and transfer equipment;
- (c) Capacity and Rating: The emergency power source must have sufficient capacity to carry all emergency loads expected to operate simultaneously; and
- (d) Approved Equipment and Listing: All Equipment, especially transfer switches, must be specifically listed and approved for emergency use by the Authority Having Jurisdiction (AHJ). In addition, the Equipment will meet fuel supply requirements as outlined in NFPA 110.

3. Testing and Documentation Requirements.

The Parties acknowledge that ongoing compliance with NFPA 110, NFPA 70, and all applicable codes requires regular operational testing and recordkeeping. The following requirements shall apply:

- (a) Annual Testing. Company will coordinate with Customer to ensure that a minimum of two (2) comprehensive load tests are performed annually on the Equipment in accordance with NFPA 110 standards. Such tests will verify the Equipment's ability to assume full emergency and optional standby load and comply with the ten-second transfer requirement.
- (b) Weekly Inspections. Customer will perform and document weekly inspections and no-load exercise runs of the Equipment in accordance with NFPA 110. Such records shall be consolidated and transmitted by Customer to Company on a monthly basis.
- (c) Monthly and Annual Tests.
- (d) Monthly: Company will conduct and document the thirty (30) minute monthly load test of the Equipment in accordance with NFPA 110. Company will keep the test records and file on a monthly basis.
- (e) Annual: Company will perform and document all required annual operational tests of the Equipment in accordance with NFPA 110, including system capacity checks and transfer Equipment operation.
- (f) Recordkeeping and Access. All testing and inspection records (weekly, monthly, bi-annual, and annual) shall be maintained in compliance with NFPA 110 and made available to the Authority Having Jurisdiction (AHJ) upon request. Records shall be retained by Company for the Term of the Agreement.

4. Scope of Work

(a) Design/engineering services

- i. Registered Professional Engineering Services
- ii. Construction Documents (Signed and Sealed)
- iii. Construction/AHJ/Fuel Permitting

(b) Temporary Solution equipment to be installed

- i. Specifications (equipment specified below may be substituted by like equipment at FPL's sole discretion):
 - a. Installation of lockable cable window for Cam Lock connections for temporary stand-by power (location to be determined based on engineering evaluation).
 - b. Installation of 1000kW 480V mobile diesel generator and temporary cable connection in cable ramps (based on existing kW load profile + 125% growth).
 - c. 24 hr. fuel tank with 1st fill included. Additional fuel as needed for outages will be billed at cost to Customer.
 - d. All controls wiring, power wiring and wiring terminations.
 - e. Temporary construction fencing for live power area restriction.
 - f. Mobilization and demobilization.
 - g. Estimated timeframe for installation: Approximately 1 month from date upon which SOW is

executed by Customer.

(c) Permanent Solution Equipment to be installed

- i. Specifications (Equipment specified below may be substituted by like equipment at FPL's sole discretion):
 - a. Two (2) 650kW Standby-rated, 480V, Natural Gas Generators, each with:
 - One (1) Sound Attenuated (65dba @ Property Line), Aluminum Enclosure, Powder Coated, 180 mph wind resistant
 - b. Switchgear: 2500A, 480Y/277V, 3ø, 4W, NEMA 3R, Metal Clad, Walk-In, 65kAIC, Front/Rear Access.
 - c. Control Cabinet, Station Batteries, Fuel Management System Controller, Auxiliary power components (located outside adjacent to generator enclosure).
 - d. Recommended spare parts to be included.
 - e. Lightning protection in accordance with Annex L.5.2. NFPA Art. 780. System to include air terminals and down conductors tied into the Equipment grounding system.
 - f. Installation of the Equipment outlined above necessary to provide the services including:
 - Rigging and setting of Equipment
 - All power wiring installation/terminations
 - All control wiring installation/terminations
 - Temporary power provided for cutover
 - Startup and acceptance testing
- ii. Location/Easement information: Approximate location is within the existing generator enclosure.
- iii. Connection to the customer equipment: Company's generator system will connect downstream of the FPL meter.
- iv. CMU screening wall with vinyl screening fence gate for dumpster enclosure.
- v. In-scope structural/site work: Permitting, engineering, design, procurement, construction, and interconnection of the generator system, automatic transfer switches, and step-down transformer to the customer's existing electrical equipment.
- vi. Estimated timeframe for installation: 14 months from date upon which Agreement is executed by Customer, as reflected in Appendix A, Estimated Project Schedule.
- vii. Assumptions related to Equipment specifications:
 - a. All required regulatory agencies accept generator specifications and design.
 - b. The customer's equipment to be powered by the generator system is in working order and has received maintenance as recommended by the equipment's manufacturer.

(d) Specific permitting requirements/responsibilities:

- i. Permit submittal and coordination by FPL.
- ii. Customer provided site plan and/or survey as required for permitting and as-builts.
- iii. Environmental permitting and compliance by FPL.

(e) Interconnection specifications: Momentary parallel – Company to handle preparation of all interconnection application and documentation; if necessary, Customer to execute any documents required by the Company to be in the name of the Customer.

(f) Operating Conditions:

- i. Company Monitoring: Company will monitor the Equipment through periodic maintenance visits and through 24/7/365 remote monitoring capabilities available with the Equipment.
- ii. Customer Monitoring: Weekly visual inspections as outlined in Section E of SOW.
- iii. Customer Requests: FPL will make all commercially responsible efforts to accommodate customer requests for Equipment operations and testing.

- iv. FPL Commercial Demand Reduction (CDR):
 - a. Generator System may be used for non-emergency operation during FPL-required load control events and testing.
 - b. FPL may dispatch the generator system for emergencies outside of load control events. Any equipment installed by the Company that is not necessary to support OSPS service to the Customer will not be included in the Customer's monthly payment.

- (g) Maintenance Services: Company will maintain the Equipment in accordance with the manufacturer's recommended scheduled maintenance, including replacement of "wear and tear" items.

- (h) Service Levels: Pursuant to Section 5 of the Agreement. Customer and Company agree to the following service levels for Equipment repair, except during a tropical storm, hurricane or major weather event during which safe travel may be impeded:
 - i. A Company representative and/or designee shall be available twenty-four (24) hours a day, seven (7) days a week, fifty-two (52) weeks a year, to provide unscheduled emergency call-back services, to diagnose problems and to commence repairs as necessary, to keep units in a good operation condition.
 - ii. Commence inspection and repair activities relating to the Equipment after initial notification by either the Customer or via electronic communication. In the case of non-emergencies such as partial generator or minor alarms, within twenty-four (24) hours after notification, and in the case of an emergency such as full generator system shutdown, within two and one half (2 1/2) hours after notification of an emergency condition.
 - iii. Complete the repair of the Equipment within a commercially reasonable period of time; provided if the repair cannot be completed within 72 hours, which notice Company will make commercially-reasonable efforts to provide within 24 hours of notification of Equipment operational issues, Company shall notify the designated Customer representative as to the reason why and, if more time is needed, provided an estimated timeframe for repairs.
 - iv. Subject to Company's termination and adjustment rights pursuant to Section 12(d) of the Agreement, if (i) the Equipment is not operational and (ii) Company is unable to repair Equipment within 72 hours or restore electric service to the facility, based on the initial 24-hour period assessment, and (iii) at the end of the period referenced in preceding subsection, emergency conditions exist or thereafter develop that require Customer's use of the Equipment, then Company will use commercially reasonable efforts to provide temporary generation, including setup and operation, until such time that the Equipment repairs are completed that render the Equipment operational. Customer and Company shall work to develop a mutually agreeable service recovery plan prior to Commercial Operation Date, specifying commercially reasonable activities and actions to be taken in the event that Equipment is foreseen to be non-operational for greater than 72 hours and emergency conditions exist. The cost of providing the temporary generation, including setup and operation, but not including fuel pursuant to Section 2(h)i. of the SOW, will be upon the party responsible for the Equipment repair pursuant to Section 5 of the Agreement.

- (i) Fueling.
 - i. The cost of fuel will be billed directly to the Customer.

- (j) Customer / site specific requirements provided by FPL and not noted above:
 - i. Company to provide Spill Prevention and Response Plan (SPRP) as required by local permitting and/or approval authorities.

5. Scope Exclusions:

- a) Site Survey – if AHJ requires a site survey then the Customer agrees to provide such survey.
- b) No allowance for elevating of concrete pad.

- c) Provisions for wellfield compliance.

IN NO EVENT DOES COMPANY WARRANT OR REPRESENT THAT THE SYSTEM WILL SATISFY OBLIGATIONS UNDER FLORIDA ADMINISTRATIVE CODE, SECTIONS 58A-5.036 OR 59A-4.1265, OR THAT COMPANY WILL PROVIDE ANY CERTIFICATIONS RELATED THERETO; PROVIDED HOWEVER THAT CUSTOMER MAY SUBMIT THE AGREEMENT AS AN ATTACHMENT TO ANY PLANS FILED BY CUSTOMER IN COMPLIANCE THEREWITH.

- d) Hiring and paying for private inspection services associated with permitting approvals for Equipment.
- e) Screening or fencing.
- f) If identified and required by Customer, any mitigation requirements related to nearby wellfields or basins.
- g) Any modification or evaluation of downstream electrical equipment, including but not limited to arc-flash assessments.
- h) Any landscaping, soiled soils, or contamination. Customer's responsibility is to clear trees/shrubs necessary for new Equipment installation, maintain vegetation clearance, and maintain grounds throughout the contract period.

D. Assumptions/Dependencies

1. Company will coordinate for permitting approval. Customer is responsible for any costs associated with other organizations or authorities governing the design of the Customer Facility.
2. No local ordinances that prohibit tree removal.
3. No governing body restrictions regarding installation or placement of Equipment.
4. Short electrical interruptions are expected throughout the system commissioning stage.
5. Company will coordinate with the Customer throughout the cutover period, and the Customer is to provide technician support for operation of its impacted facilities to mitigate operational impact.

E. Responsibilities of Customer

1. Customer is responsible for all landscaping, screening, fencing, walls and other aesthetic requirements that may be imposed by the permitting authority as condition of permit approval.
2. Customer will perform weekly visual inspections to identify any:
 - Vandalism
 - Liquid leaks of any kind (stains or puddles in the enclosure or on the concrete pads)
 - Damage caused by severe weather
3. Customer will inspect the Equipment every seven (7) days. Customer will use its best efforts to promptly report details (including insurance information) to Company in the event of any damage to the Equipment.
4. Visual inspection after any actual Equipment operation for Standby, Load Management, or Load Curtailment to look for signs of overheating, leaks, or weather damage.
5. Customer will use its best efforts to promptly report details to Company and law enforcement authorities in the event of any damage to the Equipment that could reasonably be deemed to have been caused by third party negligence, willful misconduct or criminal activity.
6. Provide facilities operations staff to assist, as required, during the system commissioning.
7. Customer understands that this process will involve coordination and involvement on Customer's part (e.g., permitting assistance, site appointments, gate and property access, etc.) and Customer will provide any such needed assistance.
8. Any electrical upgrades beyond the scope listed in this generator project that a Permitting Authority deems necessary due to Code and/or Standards related issues.

F. Changes

1. **Customer Initiated Changes.** Upon receiving a request for a Customer initiated change to the scope of the Equipment or the Services to be performed or provided by Company under the Agreement ("Change"), Company may at its sole option prepare and deliver a proposed Change order to Customer listing the Monthly Service Payment adjustments and/or scheduling adjustments for the Change. Company shall not be obligated to proceed

with or perform any Change requested by Customer hereunder unless and until the Parties have agreed in writing upon any such Change order.

2. **Change in Laws and/or Permits.** If Company (i) encounters a change in applicable laws, rules regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that causes an increase in the Company's cost to perform the Services and/or an increase in the Company's time for performance of the Services, then Company shall issue a Customer Change order to equitably adjust the Monthly Service Payments and/or time for performance of the Services, as applicable, which the Customer will thereafter accept and approve within thirty (30) days of receipt. In the event that Customer does not accept and approve the Change order within thirty (30) days of receipt, Company shall be permitted to terminate this Agreement and the Customer will be liable to pay Company the Termination Fee as described in Section 13(a) of the Agreement.
3. **Customer-Caused Delay or Effect.** Should the actions or inactions of Customer or any of its representatives or agents cause a delay of, or any failure of the Customer or any of its representatives or agents to fulfill its obligations hereunder cause a materially adverse effect on, Company's time for performance of the Services or the cost of providing the Services, Company shall promptly, but in no event more than thirty (30) days after Company becomes aware of such Customer-caused delay, issue Customer a Change order to equitably adjust the time for performance of the Services and/or Monthly Service Payments, as applicable, which the Customer will thereafter accept and approve within thirty (30) days of receipt. In the event that Customer does not accept and approve the Change order within thirty (30) days of receipt, Company shall be permitted to terminate this Agreement, and the Customer will be liable to pay Company the Termination Fee as described in Section 13(a) of the Agreement.
4. **Unknown Conditions.** After execution of this Agreement, there is a possibility of the existence of unknown conditions at or on Customer's premises that may adversely affect Company's ability to perform the Service or provide the pricing offered by Company. In the event that Company becomes aware of any such unknown conditions, Company shall notify the Customer and provide a description of such conditions and a quote for the resulting impact on the Monthly Service Payment and/or the time for performance of the Services, at which time Customer shall within thirty (30) days either: (i) agree to a Company change order to amend the Monthly Service Payment and/or the time for performance of the Services to conform with such quote; or (ii) agree to promptly remedy, at Customer's sole expense, such unknown condition within a time period agreed to by Customer and Company such that Company can continue with the Service without being burdened by any additional costs associated with such unknown condition. In the event that Customer does not timely complete the foregoing actions, Company shall be permitted to terminate this Agreement and Customer will be liable to pay Company the Termination Fee as described in Section 13(a) of the Agreement. In the event that all Equipment has not been installed at the time of any such termination, the Termination Fee shall be equitably adjusted by the Company.
5. Customer hereby designates the Chief Utilities Engineer, or his or her designee, with the authority to execute change orders as described in this Agreement as reasonably necessary for the intended services, on behalf of Customer.

G. Indemnity: For the avoidance of doubt, Customer's indemnity obligations under the Agreement are subject to the limitations and provisions provided in Section 768.28, Florida Statutes.

H. Venue: Pursuant to Section 27 of the Agreement and law applicable to Customer, Company acknowledges and agrees that any formal proceedings between the Parties in relation to the Services or the Agreement shall be filed in the Twelfth Judicial Circuit in and for Manatee County, Florida or the United States District Court for the Middle District of Florida, Tampa Division.

I. Anti-Human Trafficking Affidavit: Company shall provide Customer with a sworn affidavit ("Anti-Human Trafficking Affidavit") signed by an officer or a representative of Company under penalty of perjury attesting that Company does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. The Anti-Human Trafficking Affidavit must be provided to Customer on or before the Effective Date. The Agreement shall not be effective unless and until Customer receives the executed Anti-Human Trafficking Affidavit.

FLORIDA POWER & LIGHT COMPANY

By: Pamela Rauch

(Signature of Authorized Representative)

Pamela M. Rauch

(Print or Type Name)

Title: Vice President, External Affairs & Economic Development

Date: 04/27/2026

**BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA**

By: JML
Chairperson 5/5/2024



ATTEST: ANGELINA COLONNESO CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: Robin Smith DC
Deputy Clerk

APPENDIX A
ESTIMATED TIMEFRAME

Schedule Milestone	Timeline (weeks)
Purchase Order Issued	1
Temporary Power Mobilized	4
Engineering Completed	8
Customer Review/Comment/Approve	12
Major Equipment Order	12
Final CD Set & Permit Submittal	16
Site Construction	54
Major Equipment Delivery	45
Temporary Power Demobilized	54
Final Construction & Start-Up	62
Tie-In & Cutover	65
Commissioning, Final Testing & System Online	65
Contingency	70



May 5, 2026 - Regular Meeting

Subject

Execution of Non-Residential Optional Supplemental Power Services Agreement and Execution of the Statement of Work with Florida Power & Light Company for 9000 Town Center Parkway, Eric Ausborn, Project Manager - District 5

Category

CONSENT AGENDA

Briefings

Contact and/or Presenter Information

Michelle Wehrle, Construction Services Division Manager, Property Management Department, Extension 3689

Eric Ausborn, Project Manager, Property Management Department, Extension 3097

Action Requested

- Execution of Non-Residential Optional Supplemental Power Services Agreement for 9000 Town Center Parkway between Manatee County and Florida Power & Light Company, and
- Execution of Statement of Work for 9000 Town Center Parkway between Manatee County and Florida Power & Light Company.

Enabling/Regulating Authority

Applicable Advisory Board

N/A

Background Discussion

- The Property Management Department has been working with Florida Power & Light (“FPL”) on an alternative source of electrical power for the 9000 Town Center Parkway building and is requesting approval to enter into a Non-Residential Optional Supplemental Power Services Agreement (“Agreement”) with FPL for a full facility generator system.
 - Initiative aims to ensure continuous, reliable power to the facility during power outages
 - Also safeguards public safety, security and operational integrity
- The proposed Agreement establishes a 20-year term under which FPL will design, procure, install, and fully maintain the generator system.
 - This approach eliminates the need for County staff to troubleshoot or service the generators.

- o Allows County staff to focus on mission-critical priorities and reducing operational strain.
- The proposed Statement of Work (“SOW”) outlines FPL’s responsibilities, including:
 - o Temporary Power Solution: Within one (1) month of execution of the SOW, FPL will install a temporary 480V, 1 MW mobile generator to provide standby power to the facility. The temporary generator will remain on site until the permanent system is operational, not to exceed twelve (12) months.
 - o Permanent Solution: Within fourteen (14) months of Agreement execution, FPL will install a 480V, 1.3MW natural gas Distributed Generation System (DGS), including all controls and automatic transfer equipment. The system is based on 24 months of metering data and projected facility expansion. The equipment is intended to function as both an Emergency Standby System (NEC Article 700) and an Optional Standby System (NEC Article 702).
- The system includes remote monitoring capabilities by FPL.
 - o Enables FPL to detect and respond to issues in real time with
 - o Minimizing downtime and removing the burden of diagnostic work from County staff.
- A monthly service payment amount of \$52,744.00 plus applicable taxes will be added to the County’s FPL account number for the service at 9000 Town Center Parkway for the term of the Agreement.
- Section 8 of the proposed Agreement states that the County shall provide an access easement to FPL for laydown and staging of equipment, tools, materials and other equipment and rigging in connection with the installation of the equipment.
- At least ninety (90) days prior to the end of the term, County shall provide FPL written notice if it intends to renew the term of the Agreement, purchase the equipment for the greater of FPL’s unrecovered capital cost of the equipment or mutually agreed upon fair market value of the equipment, plus FPL’s cost to reconfigure the equipment to accept standard electric service from FPL. If the County does not provide written notice of their election, FPL will remove the equipment.

Attorney Review

Other (Requires explanation in field below) Hodges

Assistant County Attorney Hodges did not review this specific agenda item; however, ACA Hodges previously reviewed the same Supplemental Power Services Agreement and Statement of Work associated with RLS No. FY24/25 0328, which is very similar with respect to FPL, and provided a supplemental response. No substantive changes were made in the May 5, 2026, Agenda Item.

Instructions to Board Records

Please ensure that the Chairperson (a) initials page 7 and signs page 11 of the Services Agreement and (b) signs page 7 of the Statement of Work.

Please email copy of the approved agenda to: eric.ausborn@mymanatee.org, melissa.kennedy@mymanatee.org, cary.knight@mymanatee.org, joanna.smith@mymanatee.org

Please return the fully executed Non-Residential Optional Supplemental Power Services Agreement and Statement of Work for 9000 Town Center Parkway to Eric Ausborn via interoffice mail at, 9000 Town Center Pkwy, Lakewood Ranch.

Distributed 5/7/26, RT

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

\$52,744.00 plus applicable taxes per month for 20 years to be added to the County's FPL account.

9000 Town Center Pkwy



9000 TOWN CENTER PARKWAY

MANATEE COUNTY
9000 TOWN CENTER PARKWAY
LAKEWOOD RANCH, FLORIDA 34202
PID 587913159



DISTRICT 5 - DR. ROBERT "BOB" MCCANN