



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Special Order Request	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
Time	
Open Agenda	
<input checked="" type="radio"/> Yes	<input type="radio"/> No

ITEM No.:
JJ-3.

MEETING DATE	Mar 17 2015 10:15AM - Regular School Board Meeting
AGENDA ITEM	OPEN ITEMS
CATEGORY	JJ. OFFICE OF FACILITIES AND CONSTRUCTION
DEPARTMENT	Facilities & Construction

TITLE:
Photovoltaic for Schools Pilot Program Contract with Florida Power & Light (FPL) Driftwood Middle School

REQUESTED ACTION:
Approve the contract between The School Board of Broward County, Florida, and Florida Power & Light (FPL) for the Photovoltaic for Schools Pilot Program at Driftwood Middle School.

SUMMARY EXPLANATION AND BACKGROUND:
Florida Power & Light (FPL) will be donating a total of two (2) ten (10) KW photovoltaic systems (solar) over a five (5) year period. FPL has agreed to install a solar array at Driftwood Middle School. FPL will install, own, and maintain each solar system for a period of five (5) years from the in-service date, and will transfer ownership to The School Board of Broward County, Florida, at the end of the five (5) year period. FPL will provide teacher training and educational materials for each school where the system is installed. FPL will oversee design and construction by engineers and electrical contractors of each system. FPL will provide a five (5) year warranty on each installation. This contract has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction
 Goal 2: Continuous Improvement
 Goal 3: Effective Communication

FINANCIAL IMPACT:
There is no financial impact to the District at this time. After the five (5) year period, the District will be responsible for routine maintenance of the solar array. See Supporting Doc for continuation of Financial Impact.

EXHIBITS: (List)
(1) Continuation of Financial Impact (2) Executive Summary (3) Agreement (4) The 10 KW Photovoltaic system installed at McNab ES photo for reference

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Robert Jindracek, Manager	Phone: 754-321-4756
Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title
Derek Messier - Chief Facilities Officer

Signature
Derek Robert Messier
Wednesday, March 04, 2015 6:14:07 PM

Approved In Open Board Meeting On: MAR 17 2015
By: Donna Horn
School Board Chair

(Continuation of Financial Impact)

Routine maintenance consists of semi-annual general system cleaning to remove dirt in an effort to improve system output and an annual system check of electrical components along with the offset from energy produced is conservatively expected to result in a savings of more than \$3,000 annually.

EXECUTIVE SUMMARY

**Photovoltaic for Schools Pilot Program Contract with
Florida Power & Light (FPL)
Driftwood Middle School**

PROJECT OVERVIEW:

Type of Contract:	Donation of Photovoltaic Solar System
Architect:	NA
Contractor:	Florida Power & Light (FPL)
Notice to Proceed Date:	NA
Bid Amount (Original Contract Amount):	N/A

GENERAL OVERVIEW:

Florida Power and Light (FPL) and The School Board of Broward County, Florida (SBBC) entered into a Photovoltaic (PV) for Schools Pilot Program Agreement for the following schools: Blanche Ely High, Board approved 8/21/12; Panther Run Elementary, Board approved 8/21/12; Attucks Middle, Board approved 9/19/12; Tropical Elementary, Board approved 9/19/12; New Renaissance Middle, Board approved 12/4/12; McNab Elementary, Board Approved 10/1/13; Parkway Middle, Board Approved 10/1/13; Stranahan High, Board approved 10/1/13, and Welleby Elementary, Board Approved 10/1/13. Exhibit 3 represents a photo of the PV installed at McNab Elementary School.

These PV Systems are donated by FPL at no cost to SBBC. The nine schools stated above were selected in 2012/2013 and approved to receive a PV System each. The main purpose of this program is to educate on the practical applications of a PV System and to reduce energy consumption.

On December 19, 2014, FPL Senior Customer Manager, Greg Vayda, contacted the District's Environmental Conservation Utility Management Department inquiring if SBBC would be interested in continuing our participation in the Photovoltaic (PV) for Schools Pilot Program and to continue to benefit from the educational value they bring to the District. The previous nine schools approved to receive PV Systems are already installed; the designated teachers have been trained at workshops conducted by the Florida Solar Energy Center, where they learn how solar energy works, participate in hands-on lessons, and receive renewable energy curriculum materials.

Under the program, FPL will donate two (2) 10KW solar arrays at two (2) selected locations. On January 5, 2015, SBBC's Environmental Conservation Utility Management Department provided FPL with two (2) sites comprised of one elementary school and one middle school, for preliminary review of the site location. Exhibit 3 is an example of the 10KW to be used.

With the assistance of the Science, Technology, Engineering and Mathematics (STEM Department), the selection was based on the school's continuous commitment to improve environmental awareness, enhancing/complementing their science curriculum needs, and ensuring that at least one school in all seven SBBC Districts will now have a solar array installed.

FPL completed the site survey at Driftwood Middle School and found the site to be suitable for the solar array.

FPL will install, own, and maintain the solar system for a period of five years from the in-service date, and will transfer ownership to SBBC at the end of the five year period. FPL will provide teacher training and educational materials for each school where the system is installed. FPL will oversee design and construction by engineers and electrical contractors of each system. FPL will provide a five year warranty on each installation.

After the five year period, the District will be responsible for the routine maintenance of the PV Systems, which consists of semi-annual general cleaning (using a hose) of the array to remove dirt in an effort to improve the system output (this cleaning process is discussed and agreed upon with the Head Facilities Service Person during the pre-construction meetings). A semi-annual site visit will consist of inspecting the Systems to determine if they are operating properly in accordance with manufacturer specifications, including a system check of electrical connections and cleaning for each System. The amount of time estimated to perform each semi-annual inspection by a Broward Schools Electrician is 3 hours. The annual cost is estimated at \$349.68 (current rate of \$58.28 x 3 hours x 2 inspections annually).

Although the systems are donated under the premise of educational awareness for renewable energy, there is also a cost avoidance benefit to the District as well. There is not a separate meter measuring the kilowatt hours saved annually. However, a conservative estimate for total KWH saved is approximately 3,500 KWHs per month or 42,060 annually, resulting in a cost avoidance of a little over \$4,000.

PHOTOVOLTAIC FOR SCHOOLS PILOT PROGRAM CONTRACT

This PHOTOVOLTAIC FOR SCHOOLS PILOT PROGRAM CONTRACT ("Contract") is entered into this 17 day of March, 2015 ("Effective Date"), by and between FLORIDA POWER & LIGHT COMPANY, a Florida corporation ("FPL"), and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a political subdivision of the State of Florida ("Customer") (FPL and Customer each being referred to herein individually as a "Party" and collectively as the "Parties"), with reference to the following:

WITNESSETH:

WHEREAS, FPL has received approval from the Florida Public Service Commission ("FPSC") to enter into contracts with its customers under the Photovoltaic for Schools Pilot Program ("Program") pursuant to the Photovoltaic for Schools Pilot Program Standards ("Program Standards"), as such Program Standards are more particularly described in Attachment 1;

WHEREAS, the FPSC approved the Program for the purpose of (i) reducing energy consumption and growth of coincident peak demand and (ii) educating future generations on the application of solar photovoltaic ("PV") electrical generation by (A) donating a PV system, as such system is more particularly described in Attachment 2 hereto (collectively, the "System") five (5) years from the System's Commercial Operation Date (as defined herein) and (B) furnishing educational materials to the Customer for the purpose of the Customer using such materials in its renewable energy educational curriculum;

WHEREAS, the System has an anticipated energy output of approximately up to 10 kilowatts ("kW") under peak conditions;

WHEREAS, FPL has contracted with a licensed contractor ("Contractor") to install one (1) System at Driftwood Middle School, 2751 North 70th Terrace, Hollywood, Florida 33024 (the "Location"); and

WHEREAS, subject to the terms and conditions of this Contract, FPL agrees to install the System at the Location and perform certain operation and maintenance services on the System until such time as FPL donates the System to the Customer as provided in this Contract.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1 - TERM AND TERMINATION

1.1 **Term.** The term of this Contract shall commence on the last/latest date signed by either Party and continue until the earlier of (i) the date that is five (5) years from the Commercial Operation Date or (ii) termination as set forth in this Article 1.

1.2 **Termination.** A Party shall have the right to terminate this Contract for cause if a Party substantially fails to perform any material obligation under this Contract and fails to cure or commence and diligently proceed to cure such obligation within thirty (30) days written notice from the other Party. Notwithstanding the foregoing, FPL may elect to terminate this Contract for convenience after thirty (30) days written notice to Customer.

1.3 Termination Upon Mutual Agreement. At any time, after thirty (30) days written notice, the Parties may mutually agree to terminate this Contract, in whole or in part, without cause and for their convenience.

1.4 Termination Due to Regulatory or Legislative Action. In the event that FPL is denied, by any governmental or regulatory authority (including, without limitation, the FPSC), the authority to conduct the Program or if such approval to conduct the Program is materially altered or impacted because of (i) a rule or order of a governmental or regulatory authority having jurisdiction over the Program, or (2) a legislative proceeding or enactment, in each case, FPL may terminate this Contract by giving notice to the Customer of its intent to terminate, unless required to terminate earlier by applicable laws or governmental or regulatory requirement. In the event the Program is terminated under this Section 1.4. The Customer acknowledges and agrees that FPL's sole and only obligation and the Customer's exclusive remedy for termination of this Contract under this Section 1.4 shall be limited to the Customer's direct damages actually incurred, provided such liability shall be subject to FPL's limitation of liability in Article 4. The Customer voluntarily and knowingly waives any other available right, claim or remedy available at law or equity for a FPL termination for regulatory or legislative action.

ARTICLE 2 – FEES; COMMERCIAL OPERATION; OPERATION AND MAINTENANCE SERVICES; BILL OF SALE; AND INTERCONNECTION AGREEMENT

2.1 Fees. FPL has agreed to donate the System to the Customer at no cost to the Customer, and be responsible for costs incurred to install and perform certain O&M Services (as such term is defined herein) for the System at the Location as set forth herein and outlined in Attachment 2 hereto; however, the Parties mutually agree and acknowledge that (i) as of the date that is five (5) years from the System's Commercial Operation, the Customer, not FPL, shall be solely responsible for any on-going costs necessary to maintain and continuously operate the System at the Location, and (ii) the Customer, not FPL, shall be solely responsible for and any landscape around the site at the Location where the System is installed.

2.2 Commercial Operation. The “**Commercial Operation Date**” shall mean the date the System (i) is connected to the grid and (ii) is capable of being operated and delivering electricity in accordance with all applicable laws, rules and regulations. FPL shall provide the Customer notice of the date representing the Commercial Operation Date.

2.3 Bill of Sale. Within ten (10) days of the date that is five (5) years from the Commercial Operation Date, FPL shall deliver to the Customer a fully executed document (“**Bill of Sale**”) transferring title of the System from FPL to the Customer. The Parties agree that the form of Bill of Sale is attached hereto as Attachment 3. The Customer hereby agrees to execute the form of Bill of Sale within thirty (30) days of the date FPL delivers the Bill of Sale to the Customer, and the Customer hereby waives any right to object to the form of Bill of Sale.

2.4 FPL Operation & Maintenance Obligations.

2.4.1 Unless terminated earlier, commencing on the Commercial Operation Date and continuing for a period of five (5) years (the “**O&M Period**”), the Parties agree that FPL shall be the exclusive provider of the any operation and maintenance services (“**O&M Work**”) on the System unless this Contract is terminated prior to the expiration of the O&M Period. The scope of the O&M Work that FPL agrees to perform on the System at the Location is set forth in Attachment 2.

2.4.2 The Customer shall ensure that all permits relating to the Location and all land owner provisions, easements, permits and land rights are sufficient to permit FPL to comply with its obligations under this Contract.

2.4.3 THE PARTIES AGREE THAT THE O&M WORK IS BEING PERFORMED BY FPL "AS-IS" AND "WHERE-IS" AND WITHOUT ANY GUARANTEE OR WARRANTY OF ANY KIND, AND ALL GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, FOR PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE ARE HEREBY DISCLAIMED BY FPL.

2.5 Interconnection Agreement. As a condition precedent to the Customer's execution of this Contract, the Customer hereby agrees and acknowledges that it shall execute an Interconnection Agreement for Customer-Owned Renewable Generation Tier 1 - 10 kW or Less (effective as of February 20, 2014), the form of which is attached hereto as Attachment 4 ("**Interconnection Agreement**"). The Customer shall be obligated to deliver to FPL a fully executed version of the Interconnection Agreement concurrent with the execution of this Contract.

ARTICLE 3 – WARRANTY EXCLUSION

3.1 Limited Contractor/Manufacturer Warranty. FPL, in procuring materials and equipment for the System and the installation of the System, shall use reasonable efforts to obtain customary and standard Contractor warranties, if any, from the manufacturer of the System or the subcontractors used to install the System. Upon issuance of the Bill of Sale to the Customer and to the extent permitted by the Contractor or manufacturer of the System, FPL agrees to assign any applicable warranties to the Customer such that the Customer may be able to benefit from any such Contractor or manufacturer provided warranties obtained by FPL.

3.2 FPL Not Responsible. The Customer acknowledges and agrees that FPL shall not have liability with respect to any or all Contractor or manufacturer provided or supplied labor, materials, equipment or warranties set forth in Section 3.1, including warranties with respect to services performed and materials and equipment supplied in connection with the installation or on-going maintenance of the System. As of the date of the Bill of Sale to the Customer, the Customer agrees that it shall only look solely to the Contractor or the System manufacturer, as applicable, for corrective action pursuant to Section 3.1. The Customer further waives any right to seek any damages arising from any services performed by FPL or its subcontractors and materials and equipment supplied in connection the installation or the performance of the O&M Work on the System.

3.3 No Implied or Expressed Warranties. FPL PROVIDES THE SYSTEM UNDER THIS CONTRACT "AS IS" AND "WHERE IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES. In addition, the Customer hereby acknowledges and understands that : (i) the Contractor chosen to install the System is not employed by FPL nor is an agent of FPL, but rather is an independent contractor hired by FPL; and (ii) FPL HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OF CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE WITH RESPECT TO THE SYSTEM'S: (A) SUITABILITY FOR THE CUSTOMER'S LOCATION; (B) SAFETY, QUALITY, AND/OR PERFORMANCE (INCLUDING, WITHOUT LIMITATION, ANY PROJECTED ENERGY SAVINGS); (C) INSTALLATION AND/OR THE CUSTOMER'S SUBSEQUENT OPERATION BEING IN COMPLIANCE WITH ANY APPLICABLE LAWS; (D) MERCHANTABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE EQUIPMENT OR MATERIALS FURNISHED BY ANY THIRD PARTY MANUFACTURER OR CONTRACTOR; AND (E) IMPLIED WARRANTIES OF NON-INFRINGEMENT, CUSTOM OR USAGE. This Section 3.3 shall survive the termination and expiration of this Contract.

3.4 Customer Warranty. The Customer hereby warrants and represents that it has secured and will continue to maintain all real property rights at the Location that are necessary to (i) install the System and (ii) perform the O&M Work the System during the O&M Period. The Customer's obligation to secure all real property rights hereunder shall be at no cost to FPL and the Customer shall bear all costs related to securing such real property rights. Upon FPL's request, the Customer shall promptly furnish such documentation requested by FPL to document that the Customer has fulfilled its obligations under this Section 3.4. The Customer's failure to properly secure and continue to maintain all such real property rights at the Location that are necessary to install and operate the System shall constitute a automatic material default event that Customer shall be obligated to cure within the time period set forth in Section 1.2. For purpose of this Contract, "**real property rights**" means all rights in or to real property, including leases, agreements, permits, easements, licenses, and provide right-of-ways, obtained by the Customer as may be necessary for FPL or Contractor to install the System, use and/or access the Location.

ARTICLE 4 – INDEMNITY; INSURANCE; AND LIMITATION OF LIABILITY

4.1 Indemnity. FPL shall hold the Customer, its officers, agents, and employees harmless against claims by third parties for bodily injury (including death) and third party tangible personal property damage resulting solely and exclusively from FPL's gross negligence during the performance of the installation of the System at the Location. FPL shall not be responsible for damages whether resulting in whole or in part from the Customer, or any of its employees, agents, representatives or those in its care and custody. To the extent permitted by Section 768.28, Florida Statutes, the Customer shall hold harmless, indemnify and defend FPL, its affiliates and parent company, and their officers, agents, and employees (collectively, "**FPL Entities**") from and against all liability, claims, judgments or costs for injury to, or death of any person or persons, for the loss or damage to any property, and for the imposition of any penalties, fines or other assessments by any governmental agency arising out of the performance under this Contract, and resulting from any negligence or failure to act by the Customer, or any of its employees, agents or representatives. An indemnitor under this Section shall have the right to defend an indemnitee by counsel (including insurance counsel) of indemnitor's selection reasonably satisfactory to the indemnitee, with respect to any claims within the indemnification obligations hereof. The Parties shall give each other prompt written notice of any asserted claims or actions indemnified against hereunder and shall cooperate with each other in the defense of any such claims or actions. No indemnitee shall settle any such claims or actions without prior written consent of the indemnitor. **NOTWITHSTANDING ANYTHING CONTAINED IN THIS SECTION 4.1 TO THE CONTRARY, NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER BY THE CUSTOMER OF ITS LIMITED WAIVER OF SOVEREIGN IMMUNITY OR OF ANY RIGHTS OR LIMITS TO LIABILITY EXISTING PURSUANT TO THE PROVISIONS OF SECTION 768.28, FLORIDA STATUTES.**

4.2 The Customer's Insurance Requirements. As of the expiration of the O&M Period, the Customer shall (i) maintain comprehensive property insurance, including all risk physical damage insurance, on the System with replacement cost coverage; and (ii) either (a) maintain comprehensive liability insurance for bodily injury, death, and property damage in the amount of \$200,000 per claimant and \$300,000 per occurrence or higher limits permitted under Section 768.28, Florida Statutes or (b) evidence that the Customer is self-insured for all liability claims and related expenses pursuant to Section 768.28, Florida Statutes. The Customer shall provide FPL copies of insurance certificates which provide evidence of the insurance coverage under this Contract, in form and substance reasonably satisfactory to FPL.

4.3 Limitation of Liability. By participating in the Program and entering into this Contract, the Customer acknowledges and agrees notwithstanding anything contained herein to the contrary: (i) to be bound by this Contract and the Program Standards, which are final and legally binding on all matters relating to the Program; (ii) to waive, relinquish, release any right the Customer may have to seek, claim or petition any indirect, incidental, special, consequential, punitive and/or exemplary damages against any of the FPL

Entities; (iii) that FPL Entities shall also not be liable to the Customer for any lost profits, lost revenue, or lost institutional operating savings arising out of or in connection with this Contract and the Program; and (iv) in no event shall FPL Entities total aggregate liability to the Customer for all damages, losses and causes of action, whether in tort (including, but not limited to, negligence) or otherwise exceed \$100. This Section 4.3 shall survive the termination or expiration of this Contract.

4.4 Survival. This provision of this Article 4 shall survive the termination and expiration of this Contract.

ARTICLE 5 – ACCESS, OWNERSHIP AND CONFIDENTIALITY

5.1 Location Access and Jessica Lunsford Act.

5.1.1 Upon the request of FPL and the Contractor, the Customer shall provide FPL and the Contractor (and its subcontractors) with reasonable access to the Location to enable FPL and the Contractor to install the System at the Location, and to verify and confirm the operation of the System at the Location. The Customer shall provide FPL and the Contractor with adequate storage and laydown areas at the Location during the installation of System and shall make available any construction power and other utilities (at the Customer's sole expense) as necessary for the Contractor and its subcontractors to perform the installation, activation of the System.

5.1.2 If FPL, its Contractor, employees, and/or subcontractors have access on school grounds when students are present, have direct contact with children or any student of the Customer, then FPL, its employees, and/or subcontractors shall undergo level 2 screening, including fingerprinting by the Customer's Police Department at the sole cost of the FPL or Contractor, as applicable. Level 2 screening consists of fingerprinting and a background check as set forth in Section 1012.32, Florida Statutes. Neither FPL nor Contractor (or its subcontractors) shall begin work at the Location until it receives clearance by the Customer. The Customer shall not be liable to FPL under any legal theory or equitable theory for any claim whatsoever for the rejection of FPL, its employees and/or subcontractors on the basis of these compliance with Section 1012.32, Florida Statutes. All exceptions to certain fingerprinting and criminal history checks pursuant to Section 1012.468, Florida Statutes shall apply.

5.2 Ownership. All right, title and interest in any intellectual property embedded or made part of the System and any other report or document furnished or to be furnished by FPL pursuant to this Contract shall constitute Confidential Information and shall remain the sole and exclusive property of FPL and may only be used by the Customer through the grant of a limited license for the operation, maintenance, repair or alteration of the System installed by the Contractor. The Customer shall not acquire any rights or interest with respect to FPL's or its subcontractors' proprietary technology, know-how, processes or computer software or any other intellectual property that may be used in connection with the services or the supply of equipment and materials hereunder. The Customer acknowledges that FPL may provide similar services or install similar Systems to other companies or customers and agrees that nothing in this Contract will be deemed or construed to prevent FPL from carrying on such business. In particular, the Customer agrees that, notwithstanding anything to the contrary set forth herein, as part of FPL's provision of the installation of the System hereunder, FPL may utilize software, methodologies, tools, specifications, models, samples and documentation, FPL's Confidential Information, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, which have been originated, developed or purchased by FPL or by third parties under agreements to provide services for such third parties.

5.3 Confidentiality. The Customer agrees to hold Confidential Information in strict confidence and agrees that it shall not disclose Confidential Information without prior written consent of FPL except to the extent disclosure is required by Chapter 119, Florida Statutes, as may be amended from time to time. For

purposes of this Contract, “**Confidential Information**” shall mean (i) all information for which a statutory exemption from disclosure exists under Chapter 119, Florida Statutes, as may be amended from time to time that is (i) marked as “confidential” or “proprietary” by an appropriate stamp, label, legend or other written notice thereon if transmitted electronically or other written form, and if disclosed orally by FPL, then FPL shall confirm the oral or visual disclosure that shall be considered Confidential Information in a written memorandum or e-mail transmittal to the Customer within thirty (30) days after such visual or oral disclosure, or (ii) information that due to its character and nature, a reasonable person under like circumstances would treat such information as confidential or proprietary. Confidential Information may only be disclosed to employees with a need to know the Confidential Information for the sole purpose of performing its obligations under this Contract and the Customer is responsible for any breach of this Section 5.3 by its employees. This Section 5.3 does not apply to information that is presently a matter of public knowledge, which is or becomes available on a non-confidential basis from a source which is not known to be prohibited from disclosing such information or which was legally in the Customer’s possession without obligation of confidentiality prior to disclosure by FPL. In the event that either Party is requested or required by legal, statutory or regulatory authority to disclose any Confidential Information, the Customer shall promptly notify FPL of such request or requirement prior to disclosure so that FPL may seek an appropriate protective order and/or waive compliance with the terms of this Contract. Both Parties acknowledge that FPL would not have an adequate remedy at law for money damages if the covenants contained in this Section 5.3 were breached. Accordingly, FPL shall be entitled to an injunction restraining the Customer from violating this Section 5.3, provided all necessary requirements under law for such injunction were met.

5.4 Publicity. The Customer acknowledges that FPL desires to generate favorable publicity regarding FPL’s conveyance of the System to the Customer and the Customer’s use of the System. The Customer further acknowledges and agrees FPL shall have the right: (i) to issue press releases regarding the installation and use of the System and to publicize FPL’s customers and to the public that FPL have helped, encouraged and supported the installation of the System; (ii) to use the Customer’s name in FPL’s press releases, publicity and advertising; (iii) to display photographs of any of the System in its advertising and promotional materials; and (iv) to post signage at the Location acknowledging FPL’s ownership and future donation of the System to the Customer. The Customer shall not make any public announcement or publication concerning, related to or in connection with its participation in the Program or this Contract (or any activity related to this Contract) until FPL approves such announcement or publication, which such approval may be withheld by FPL in its sole discretion.

ARTICLE 6- GENERAL TERMS

6.1 Independent Contractor Relationship. The Customer shall represent itself and its employees/subcontractors to all customers and other parties as an independent contractor and shall not in any manner, including by telemarketing or otherwise, promote, infer or identify itself or its employees/subcontractors as FPL, or as an agent, partner, joint venturer, or employee of FPL, or permit any such promotion or identification of itself or its employees/subcontractors. Each Party shall have the sole responsibility to employ and pay its employees/subcontractors as may be required to perform the work, use appropriate equipment, follow good work practices, provide appropriate supervision and ensure compliance with its obligation under this Contract.

6.2 Non-Exclusivity. The Customer understands that FPL may enter into similar agreement with others and FPL’s donation of the System under this Contract shall not be interpreted as created any type of exclusive relationship.

6.3 Conflicting Provisions. In the event of any inconsistencies between this Agreement and the other documents integrated into the Contract, the following order of precedence in the interpretation hereof or resolution of such conflict hereunder shall prevail: first, written amendments to this Contract agreed upon

by the Parties; second, the terms and conditions of this Contract (excluding Attachments); third, Attachment A; fourth, all other Attachments (other than Attachment A); and last, any drawings produced and delivered pursuant hereto (in respect of which, precedence shall be given to drawings of a larger scale over those of smaller, figured dimensions on the drawings shall control over scaled dimensions, and noted materials shall control over undimensioned graphic indications).

6.4 Assignment. Neither the Contract, nor the work, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by either Party without the other's prior written approval. However, FPL may at any time and at its sole and unrestrained discretion assign the Contract, in whole or in part, to one of its subsidiaries or affiliates by written notice to the Customer. No assignment or transfer of the Contract shall relieve either Party of any of its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL, the Customer and assignee. If the Contract should be permitted to be assigned by either Party, it shall be binding upon and shall inure to the benefit of the permitted assignee.

6.5 Headings Not Controlling; Construction. Headings in this Contract are for reference purposes only and shall not be part of the Contract. Each Party acknowledges that it has actively participated in the negotiation and preparation of this Contract, and that accordingly this Contract and any uncertainty or ambiguity contained therein shall not be construed against any one Party as drafter.

6.6 Non-waiver. The failure of a Party to enforce, insist upon, or comply with any of the terms, conditions or covenants of this Contract, or a Party's waiver of the same in any instance or instances shall not be construed as a general waiver or relinquishment of any such terms, conditions or covenants, but the same shall be and remain at all times in full force and effect.

6.7 Governing Law and Venue. This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Any disputes resulting in litigation between the Parties shall be conducted in the state or federal courts of the State of Florida. Proceedings shall take place in the Circuit Court for Broward County, Florida or the United States District Court for the Southern District of Florida.

6.8 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HERON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, OR STATEMENTS WHETHER ORAL OR PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE FPL ENTERING INTO THIS CONTRACT.

6.9 Notices. Correspondence concerning this Contract must be sent to the Parties at the following addresses:

If to the Customer: School Board of Broward County, Florida
600 S.E. 3rd Avenue
Fort Lauderdale, Florida 33301
Attention: Superintendent
Telephone: (754) 321-2600
Facsimile: (754) 321-2701

With a copy to: School Board of Broward County, Florida
600 S.E. 3rd Avenue
Fort Lauderdale, Florida 33301

Attention: Utility Manager

If to FPL: Florida Power & Light Company
9250 West Flagler Street
Miami, Florida 33174
Attention: Gus Dominguez Mail Stop: DMO/GO
Telephone: (305) 552-4663
Facsimile: (305) 552-2487

If the mailing address for either Party changes during the term of this Contract, it shall be that Party's responsibility to notify the other Party promptly of the new address, and the old address shall remain effective for the purposes of this Contract, or any renewal thereof, until notice of the address change has been received by the other Party. All notices shall be delivered in person; by courier service; by registered mail or certified mail; or by U.S. Mail, postage prepaid, in which case receipt shall be deemed effective three (3) business days after postmark.

6.10 Survival. The obligations of the Parties contained in Articles 2, 3, 4, 5 and 6, which by their nature survive the termination of the Contract and/or the completion of the work hereunder, shall survive and inure to the benefit of the Parties. Those provisions of the Contract which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination of the Contract and/or completion of the work.

6.11 Severability. Should any provision, portion or application thereof, of the Contract be determined by a court of competent jurisdiction to be illegal, unenforceable or in conflict with any applicable law, the Parties shall negotiate an equitable adjustment to the affected provisions of the Contract with a view toward effecting the purpose of the Contract and the validity and enforceability of the remaining provisions, portions or applications thereof, shall not be impaired.

6.12 Hazardous Materials. The Customer shall have sole responsibility and liability with respect to the proper identification, removal and disposal of any asbestos or any substance containing asbestos, polychlorinated biphenyl's, any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials and any items defined as hazardous, special or toxic materials, substances or waste under any applicable law (collectively, "**Hazardous Materials**") or correction of any hazardous condition at the Location which affects FPL's or the Contractor's performance of the services to install and/or perform the O&M Work on the System. If, during the course of performing the installation of the System and/or O&M Work, FPL or the Contractor becomes aware of any such Hazardous Materials or hazardous condition, FPL shall promptly report such matter to the Customer and before disturbing (or further disturbing) such Hazardous Materials or hazardous condition. Work in the affected areas shall be resumed by the Contractor only upon the written notice from the Customer that such Hazardous Materials have been removed or such hazardous condition has been corrected, and then only if such continuation of work shall not violate any applicable law or permit. The Customer shall, to the extent permitted under Section 768.28, Florida Statutes, indemnify, defend and hold harmless FPL Entities with respect to any liability, cost or expense incurred as a result of its negligence involving such Hazardous Materials or hazardous condition. **NOTWITHSTANDING ANYTHING CONTAINED IN THIS SECTION 6.12 TO THE CONTRARY, NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER BY THE CUSTOMER OF ITS LIMITED WAIVER OF SOVEREIGN IMMUNITY OR OF ANY RIGHTS OR LIMITS TO LIABILITY EXISTING PURSUANT TO THE PROVISIONS OF SECTION 768.28,**

FLORIDA STATUTES.

6.13 Title and Risk of Loss.

6.13.1 Legal title to the System, including all equipment and materials comprising a part thereof, shall pass to the Customer upon the earlier of (i) delivery of the Bill of Sale by FPL to the Customer and (ii) expiration of the O&M Period.

6.13.2 The Customer shall bear all risk of loss or damage of any kind with respect to all or any part of System located at the Location, whether installed or not upon delivery of the System to the Location unless such loss or damage is found to have been directly caused by the negligence of FPL or Contractor. As of the date that the Customer assumes risk of loss of the System, the Customer hereby releases and waives, and will cause its insurers to release and waive, any right of subrogation against FPL for any loss under this Section 6.13.

6.14 Force Majeure. Neither Party shall be liable for any loss, damage, cost, delay, or failure to perform in whole or in part resulting from causes beyond such Party's control, including but not limited to, fires, strikes, insurrections, riots, or requirements of any governmental authority.

6.15 Taxes. FPL shall have no obligation or liability with respect to any property tax or with respect to any income, excess profits, or revenue tax charged or levied against the Customer as a result of this Contract.

6.16 Customer Training. As part of the installation of the System, Customer is required to designate to FPL in the Attachment 2, Scope of Work, a certified and licensed person who teaches at the Location along with a Customer facility's representative that shall be made available to attend educational training related to the System and solar energy technology. FPL agrees to provide for the following reimbursements costs (the "Reimbursement Expenses") as a result of such mandatory training: (i) Customer's designated teacher and facility representative's direct expenses paid by such persons for travel to and from the FPL designated training site; (ii) Customer's designated teacher and facility representative's direct expenses paid by such persons for meals and lodging to and from the FPL designated training site; and (iii) Customer's direct expenses incurred for procuring a substitute teacher if the teacher is required to attend the training class during the school year on a date when school is in session. Notwithstanding anything contained herein, the total aggregate amount of Reimbursable Expenses that FPL shall be liable and responsible for under this Contract shall not exceed \$1,000.00, and in order for Customer to allow Customer and its designated teacher and facility representative to be eligible for any Reimbursable expenses, Customer and such persons must present receipts documenting and supporting any claim for such Reimbursable Expenses.

6.17 Integration. This Contract (including Attachments 1, 2, 3 and 4) contains all the terms and conditions agreed on by the Parties, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to bind the Parties hereto. No modification of this Contract shall be binding unless made in writing and signed by both Parties. There are no other oral understandings, terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Contract.

[Remainder of Page Left Intentionally Blank;
Signatures on Following Page]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Contract effective as of the Effective Date.

**FLORIDA POWER & LIGHT
COMPANY**
a Florida corporation

**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**
a political subdivision of the State of Florida

By: MSantos

Name: Marlene M. Santos

Title: Vice President, Customer Service

By: Donna Korn

Name: Donna P Korn

Title: Chair

Attest: Robert W Runcie

Name: Robert W Runcie

Title: Superintendent of Schools

Approved as to Form and Legal Content

[Signature] 01/29/15
School Board Attorney

ATTACHMENT 1
PHOTOVOLTAIC FOR SCHOOLS PILOT PROGRAM STANDARDS



Photovoltaic for Schools Pilot

Program Standards

**Florida Power & Light Company
Photovoltaic for Schools Pilot**

Program Standards

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Program Objectives

Description of purpose of program

The Photovoltaic (PV) for Schools Pilot Program is designed to reduce energy consumption and growth of coincident peak demand. Its other purpose is to educate future generations on the practical application of a PV system by providing systems and educational materials to selected schools in each public school district in FPL's territory.

Measures included in program

The measure included in this program is a PV system consisting of solar electric panels, mounting hardware, grid-interactive inverter(s), associated equipment, and an on-line data acquisition system to be used by the schools in their renewable energy education curriculum.

Output to the customers

Each school will receive a PV system, teacher training and educational materials, in addition to the reduced energy consumption and technical assistance on the operation of the PV system.

Customer Requirements

Customer / premise eligibility

All existing K-12 public schools served by FPL are eligible.

Eligible rates

All metered commercial/industrial retail rate schedules are eligible.

Dwelling / building type

All public school building types are eligible for this program.

Age of dwelling / building type

All existing public school buildings are eligible for this program.

Restriction from re-participation and exceptions

An individual school is eligible for only one solar installation during the duration of the pilot program.

Other customer requirements

The school district must provide a sufficiently sized, accessible unshaded area to accommodate the PV system. The participating school must have, and be willing to maintain, a science teaching position at that school trained to present curriculum related to the PV installation. Prior to the installation of the PV system, the school district must submit an application and a Net Metering Interconnection Agreement as per Rule 25-6.065, Net Metering of Customer-owned Renewable Generation

(Interconnection Agreement). The school district must partner with FPL to select and approve the specific schools and commit to facilitating the installation of the PV system within the funding year. The school must supply an internet connection through the school's internet system to provide monitoring information to the classrooms, the school district and FPL.

FPL will own and repair the PV system for the first five years following installation. At the end of the five year period, FPL will transfer ownership to the school district and all responsibility for the operation and maintenance of the system.

Contractor Requirements

Licensing requirements

The contractor must meet any and all applicable legal licensing requirements of the State of Florida and local municipalities for the work being performed.

Other contractor requirements

FPL will select the licensed contractor to construct each system. The selected contractor will be responsible for all work performed and maintenance for the first five years of the system operation. The contractor must comply with all FPL requirements and must commission and certify each system.

Eligible Equipment Requirements

Definition of system

A PV system consists of solar panels, mounting hardware, grid-interactive inverter(s), associated cabling, and an on-line data acquisition system to be used to transmit educational information to the school districts through the schools' internet system.

Accreditation of ratings

The PV system components shall be tested and listed by a nationally recognized testing and certification laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1, and UL 1741.

Additional equipment requirements

All installed systems must have at least a five year warranty on equipment and installation beginning on the in-service date.

Installation Requirements

Specific installation requirements

The PV system will be installed using a design approved by FPL. The installations must comply with all local, state and federal statutes, codes, ordinances, and accepted engineering practices.

Fees or charges

There are no fees or charges to be paid by the customer for systems installed under this program.

Other installation requirements

If the customer requires a fence around the PV system, then the cost of purchasing and installing the fence will be the responsibility of the school district. Following installation, FPL will provide each school with copies of applicable warranties, system design schematics, manuals, maintenance instructions, and provide basic instructions on the operation of the system. In addition to the PV system, FPL will provide classroom PV instruction kits, training for one or more teachers and instructions for school maintenance personnel regarding the operation and maintenance of the system.

Reporting Requirements

All program charges such as payroll & benefits, material and supplies, outside services, advertising, vehicles, other and rebate costs shall be reported as part of the Energy Conservation Cost Recovery True-Up and Projection filings.

FPL will evaluate the energy and demand impacts through the use of engineering modeling analyses. This modeling will be calibrated with onsite metering research in a manner that most cost-effectively meets the overall impact evaluation objectives. For a statistically valid sample, FPL will analyze individual hourly energy and demand impacts, engineering and system design variations and their impact on energy and demand; analyze the billing impacts to customers while analyzing the data based on system size and configurations; and plan to meter the actual energy performance. FPL will monitor the installed costs over the life of the pilot program.

ATTACHMENT 2

DESCRIPTION OF PHOTOVOLTAIC SYSTEM AND SCOPE OF WORK

1. General Information

- 1.1. The contractor to be chosen by FPL, (“**Contractor**”) has been contracted by FPL to install one stand alone photovoltaic system whose approximate nameplate rating is 10 kW (collectively, the “**System**”) at Driftwood Middle School, 2751 N. 70th Terrace, Hollywood, Florida 33024 (the “**Location**”). The System will provide supplemental energy to the Location. The system type is to be a covered gazebo located on the campus. Upon transfer of title to the System from FPL the Customer under the Contract, FPL agrees, to the extent permitted under the agreement with the Contractor to assign any remaining warranties to the Customer.

2. FPL Photovoltaic System Guidelines

- 2.1. The Contractor will obtain in coordination with the Customer any permits from the appropriate legal authority for system installation and operation.
- 2.2. The Contractor will coordinate an acceptance test that must be performed on the System once the installation is complete. The acceptance testing includes measuring the short circuit currents and open-circuit voltages on all source circuits while measuring irradiance and panel temperature, and measuring the instantaneous DC input and AC output of the System to determine its efficiency.

3. System (Photovoltaic (“PV”) Panel and Array) Specifications

- 3.1. The System includes all equipment, hardware and documentation required for the installation of one (1) photovoltaic system whose approximate nameplate rating is 10 kW.
- 3.2. The System will be designed for installation in FPL’s service territory in the State of Florida, with the understanding that the System may be subject to long-term high humidity and temperature conditions (condensing, salt-air environment), and annual ambient temperatures range from below freezing to near 100° F (38° C).

- 3.3. The System will be installed at a pre-selected FPL approved site at the Location. The Location where the System is installed will require a freestanding structure for support. This structure will have a single 10-30 degree, fixed tilt plane, to be oriented either to the South, East, West or flat, as local conditions dictate.
- 3.4. Install the System as follows:
 - 3.4.1. The PV array shall consist of framed flat-plate crystalline silicon panels.
 - 3.4.2. The PV array will be supported by a freestanding structure.
 - 3.4.3. Each PV panel shall have a minimum 5 year warranty.
 - 3.4.4. The PV panels' electrical characteristics including current-voltage (I-V) curves and temperature coefficients of panel power, voltage, and current shall be provided with the panels.
 - 3.4.5. The System shall meet or exceed the requirements of:
 - 3.4.5.1. IEEE Standard 1262-1995 IEEE Recommended Practice for Qualification of PV panels and Underwriter Laboratories (UL) Standard 1703 Standard for Safety for Flat-Plate PV panels;
 - 3.4.5.2. UL 1741 – (Underwriters Laboratories) Static Inverters and Charge Controllers for use in Photovoltaic Power Systems; and
 - 3.4.5.3. NFPA 70 – (National Fire Protection Agency) as published by the National Electric Code (NEC).

4. PV System Electrical Design

- 4.1. The electrical design and installation instructions for the System shall conform to the National Electric Code (NFPA 70), as adopted by Florida law (“NEC”). Article 690 of the NEC applies specifically to photovoltaic system safety, protection, control and interface with other sources. Other articles of the NEC also apply.
- 4.2. All electrical components, including over current protection, disconnects, surge suppression devices, conduit, wiring and terminals must have UL or equivalent listing and have appropriate voltage, current and temperature ratings for the application. Special attention should be given to appropriate ratings for components used in DC circuits.
- 4.3. All wiring shall meet NEC requirements.
- 4.4. All terminations must use listed box terminal or compression type connections. Twist on wire splices, crimped, soldered or taped connections are not permitted for the required field installed wiring.
- 4.5. All panel frames, panel/array support structures, metal enclosures, panel boards and the PCU cabinet shall be grounded in accordance to the NEC.

5. PV Array Mechanical Design

- 5.1. The Contractor will design a freestanding base support structure for mounting the photovoltaic arrays, and all other hardware required for assembling the System, and structurally attaching them to the base support structure.
- 5.2. The Contractor will be responsible for the PV array mounting structure, including panels, hardware and attachments shall be designed to withstand wind loads as required by applicable building codes and regulations based on Location. Array structural design information sealed by a professional engineer is desired.
- 5.3. The array shall be mounted on the base structure at a tilt angle of 10-30 degrees from horizontal. The orientation of the base structure will vary between South, East, West or flat, at FPL's discretion.
- 5.4. Array mounting hardware supplied by the bidder should be compatible with the site considerations and environment. Special attention should be paid to minimizing the risk from exposed fasteners, sharp edges, and potential damage to the panels or support structure. Corrosion resistance and durability of the mechanical hardware should be emphasized. The use of ferrous metals, contact of dissimilar metals and the use of any wood or plastic components are strongly discouraged.
- 5.5. As these are high profile, publicly visible installations, the aesthetics of the overall installation is extremely important to FPL. To create a uniform appearance of the array, spacing between individual panels and panels should be kept to a minimum. As much as possible, all mechanical hardware, conduit, junction boxes and other equipment should be concealed beneath and/or behind the array.
- 5.6. The array layout should be consistent with the ordering (and labeling) of source circuits in the array combiner boxes. Ease of access for array troubleshooting and maintenance is desired by allowing access to the back of the array for panel junction box servicing, and removal/replacement of individual source circuits (panels) and panels if necessary.

6. Documentation to be supplied by Contractor to Customer

- 6.1. One copy of all equipment manufacturers' specifications and operations manuals, including those for PV panels, inverter, over current devices, disconnects and optional equipment.
- 6.2. Overview of major system components and principles of operation.
- 6.3. Diagram indicating overall layout of entire system, including PV array, and location of BOS hardware and inverter (if needed) with respect to the array.
- 6.4. Electrical schematics and diagrams showing all major components and devices, including conductor types and sizes, connections of individual panels and array source circuits, terminations at junction boxes, connection to surge suppression devices and the inverter, and the inverter interface with the utility grid.

- 6.5. Mechanical drawings showing details of panel/array mechanical support structure and instructions for assembling and installing arrays on the base structure.
- 6.6. If applicable, complete assembly and installation instructions for mounting array, junction boxes and enclosures, routing conduit, wiring arrays, and terminating conductors at array, combiner boxes and the inverter.
- 6.7. Warranty information on individual components.
- 6.8. As-built diagrams indicating overall layout of entire system, including PV array, and location of BOS hardware and PCS with respect to the array.
- 6.9. **ANY DOCUMENTS PROVIDED HEREUNDER ARE FOR INFORMATIONAL PURPOSES ONLY, PROVIDED "AS-IS," AND FPL DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, AND MAKES NO WARRANTY OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE ACCURACY OR COMPLETENESS OF ANY SUCH DOCUMENTS OR INFORMATION PROVIDED BY FPL HEREUNDER. CUSTOMER AGREES AND ACKNOWLEDGES FPL WILL NOT BE LIABLE FOR ANY DAMAGES AS A RESULT OF THE CUSTOMER'S RELIANCE OF SUCH INFORMATION.**

7. **Customer Designated Training Representatives***

- 7.1 Upon written notice to FPL, the Customer's designated teacher is to be determined prior to commencement of construction.
- 7.2 Upon written notice to FPL, the Customer's designated facility representative is to be determined prior to commencement of construction.

*Upon written notice to FPL, the Customer may change its designated teacher and/or facility representative.

8. **Project Schedules**

- 8.1. Proposed Commercial Operational Date for the System is approximately five months from the Effective Date provided, however, and for avoidance of doubt, the Parties acknowledge and agree that such date is only an estimate and not guaranteed.

9. **Scope of O&M Work**

- 9.1 Once a year during the O&M Period, FPL or its designated representative will visit the Location for the purpose of inspecting the System to determine if the System is operating properly in accordance with System manufacturer specifications. During this visit, FPL or its designated representative will conduct tests similar to those made during the original System acceptance test. Such test includes measurements of short-circuit current and open-circuit voltage, and the instantaneous measurement of DC and AC current and voltage while the System is in operation.
- 9.2 Once a year during the O&M Period, FPL or its designated representative will:

- 9.2.1 inspect the System's support structure that the photovoltaic arrays are mounted upon, and all other assembling of the System;
- 9.2.2 inspect the overall aesthetics of the System and notify Customer of any damage to the System;
- 9.2.3 inspect the System's electrical connections;
- 9.2.4 inspect all System communication connections (including, verifying that the System is communicating with the Internet;
- 9.2.5 check and document output of the System inverter;
- 9.2.6 perform a general safety inspection of the System and identify any safety concerns to Customer;
- 9.2.7 test both the voltage and the current for each System PV array;
- 9.2.8 check System for any degradation; and
- 9.2.9 perform general System cleaning to remove dirt in an effort to improve System output.

ATTACHMENT 3

FORM OF BILL OF SALE

THIS BILL OF SALE is made and entered into as of [_____] [__], 2012 (“**Effective Date**”) between FLORIDA POWER & LIGHT COMPANY, a Florida corporation (“**FPL**”) and THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a political subdivision of the State of Florida (the “**Customer**”). The Customer and FPL are hereinafter sometimes collectively referred to as the “**Parties**” and individually referred to as a “**Party**.”

WHEREAS, FPL and the Customer are parties to that certain Photovoltaic for Schools Pilot Program Contract (“**Contract**”) effective as of [_____] [__], 2015, pursuant to which FPL has agreed to assign, transfer and convey certain assets of FPL to the Customer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, FPL, by this Bill of Sale, does hereby convey, grant, bargain, sell, transfer, set over, assign, alienate, remise, release, deliver and confirm unto the Customer, its successors and assigns, forever, all of FPL’s right, title, interest in and to the System (as defined in the Contract) as of the close of business on the date hereof.

TO HAVE AND TO HOLD all and singular the System unto the Customer, its successors and assigns, to its and their own use and enjoyment forever.

ASSIGNOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Contract.
2. The System is conveyed to the Customer in its “as is” condition. THE CUSTOMER AGREES THAT FPL HAS MADE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), AS TO THE CONDITION OF THE SYSTEM, ITS SUITABILITY OR USEFULNESS FOR ANY PARTICULAR PURPOSE, OR ITS COMPLIANCE WITH ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE, RULE, REGULATION OR ORDER.
3. This Bill of Sale and Assignment is given pursuant to the Section 2.3 of the Contract, and, except as herein otherwise provided, the transfer of the System hereunder is made subject to the terms and provisions of the Contract. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Bill of Sale and the terms and conditions of the Contract, the terms and conditions of the Contract shall control.
4. Any notice, request or other document to be given hereunder or in connection herewith to any Party hereto shall be given in the manner described in the Contract.
5. The Parties acknowledge and agree that this Bill of Sale may be executed in multiple counterparts, and transmitted via telecopy or .pdf e-mail file, and all such counterparts (whether transmitted via telecopy, .pdf e-mail file or otherwise), when executed and taken together, shall constitute integral parts of one and the same Bill of Sale between the Parties.

6. This Bill of Sale shall be construed in accordance with and governed by the internal laws of the State of Florida without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Florida to the rights and duties of the Parties.

[Remainder of Page Left Intentionally Blank;
Signatures on Following Page]

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Bill of Sale effective as of the Effective Date.

**FLORIDA POWER & LIGHT
COMPANY**
a Florida corporation

**THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA**
a political subdivision of the State of Florida

By: _____

By: _____

Name:

Name:

Title:

Title:

ATTACHMENT 4

**INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED
RENEWABLE GENERATION TIER 1-10kW OR LESS**

FLORIDA POWER & LIGHT COMPANY

**Interconnection Agreement for Customer-Owned Renewable Generation
Tier 1 - 10 kW or Less**

This Agreement, is made and entered into this _____ day of _____, 2015, by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA ("Customer"), with an address of 2751 N 70TH TER, HOLLYWOOD, FL 33024 and FLORIDA POWER & LIGHT COMPANY ("FPL"), a Florida corporation with an address of P.O. Box 14000, 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WITNESSETH:

WHEREAS, the Customer has requested to interconnect its Customer-owned renewable generation, 10 kW AC or less, to FPL's electrical service grid at the Customer's presently metered location.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the Parties hereto covenant and agree as follows:

1. Definitions

- 1.1 Gross Power Rating means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with FPL's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.
- 1.2 Capitalized Terms shall have the meanings set forth in Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-owned renewable generation.

2. Customer Qualification and Fees

- 2.1. Customer-owned renewable generation shall have a Gross Power Rating that:
 - a) does not exceed 90% of the Customer's utility distribution service rating; and
 - b) is 10 kW AC or less.
 Gross Power Rating for the Customer-owned renewable generation is 8.50 kW AC.
- 2.2. The Customer shall not be required to pay any application fee for this Tier 1 Customer-owned renewable generation system.
- 2.3. In order to commence the process for interconnection the Customer shall provide FPL a completed application.

3. General Responsibilities of the Parties

- 3.1. Customer-owned renewable generation shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing and certification laboratory, and has been tested and listed by the laboratory for continuous interactive operation with an electric distribution system in compliance with the applicable codes and standards of IEEE 1547, IEEE 1547.1, and UL 1741.
- 3.2. Customer-owned renewable generation shall include a utility-interactive inverter, or other device certified pursuant to Section 3.1 above, that performs the function of automatically isolating the Customer-owned generation equipment from the electric grid in the event the electric grid loses power.
- 3.3. The Customer shall be responsible for protecting its Customer-owned renewable generation equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the FPL system in delivering and restoring power; and shall be responsible for ensuring that Customer-owned renewable generation equipment is inspected, maintained, and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.
- 3.4. The Customer agrees to provide Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

(Continued on Sheet No. 9.051)

(Continued from Sheet No. 9.050)

- 3.5 The Customer shall notify FPL at least ten (10) calendar days prior to initially placing Customer's equipment and protective apparatus in service and FPL shall have the right to have personnel present on the in-service date.
- 3.6 Interconnection Agreement shall be executed by FPL within thirty (30) calendar days of receipt of a completed application.

4. **Inspection and On-going Compliance**

- 4.1 FPL will provide Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when FPL may conduct inspection and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, FPL shall have access to the Customer's premises for the purpose of accessing the manual disconnect switch, performing an inspection or disconnection, or, if necessary, to meet FPL's legal obligation to provide service to its Customers.

5. **Manual Disconnect Switch**

- 5.1 U.L.1741 Listed, inverter-based Tier 1 customer-owned renewable generation systems do not require a customer-installed manual disconnect switch.
- 5.2 Other customer-owned Tier 1 renewable generation systems that are not U.L. 1741 inverter based, FPL shall require the Customer to install, at the Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Customer-owned renewable generation and any Customer wiring connected to FPL's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the FPL meter socket. The Customer shall ensure that such manual disconnect switch shall remain readily accessible to FPL and be capable of being locked in the open position with a single FPL utility padlock.
- 5.3 In the event that FPL has determined with respect to the Customer-owned renewable generation that the installation of a manual disconnect switch or switches adjacent to FPL's meter socket would not be practical from a safety perspective and/or design considerations in accordance with good engineering practices; and FPL and the customer agree upon a location on the customer's premises for the switch or switches which meet all applicable safety and/or design considerations, then, pursuant to the conditions set forth in Section 5.2 above, each manual disconnect switch shall be mounted separate from FPL's meter socket at a location agreed to by the Customer and FPL, and the customer shall install a permanent weather-proof plaque adjacent to FPL's meter socket indicating the location of the manual disconnect switch or switches.

6. **Disconnection / Reconnection**

- 6.1 FPL may open the manual disconnect switch, if available, or disconnect the Customer's meter, pursuant to the conditions set forth in Section 6.2 below, isolating the Customer-owned renewable generation, without prior notice to the Customer. To the extent practicable, however, prior notice shall be given. If prior notice is not given, FPL shall at the time of disconnection leave a door hanger notifying the Customer that its Customer-owned renewable generation has been disconnected, including an explanation of the condition necessitating such action. FPL will reconnect the Customer-owned renewable generation as soon as practicable after the condition(s) necessitating disconnection has been remedied.

(Continued on Sheet No. 9.052)

(Continued from Sheet No. 9.051)

- 6.2 FPL has the right to disconnect the Customer-owned renewable generation at any time. This may result for the following reasons:
- a) Emergencies or maintenance requirements on FPL's system;
 - b) Hazardous conditions existing on FPL's system due to the operation of the Customer's generating or protective equipment as determined by FPL; and
 - c) Adverse electrical effects, such as power quality problems, on the electrical equipment of FPL's other electric consumers caused by the Customer-owned renewable generation as determined by FPL.

7. Modifications/Additions to Customer-owned Renewable Generation

- 7.1 If the Customer-owned renewable generation system is subsequently modified in order to increase its Gross Power Rating, the Customer must notify FPL by submitting a new application and Interconnection Agreement specifying the modification at least thirty (30) calendar days prior to making the modification.
- 7.2 If the Customer adds another Customer-owned renewable generator system which i.) Utilizes the same utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for both systems; and ii.) Utilizes a separate utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for each system the Customer shall provide thirty (30) calendar days notice prior to installation.
- 7.3 In the event any Customer modifications or additions result in the input to any FPL meter so as to qualify as a Tier 2 or Tier 3 system, then all terms and conditions, including appropriate notice, of the Interconnection Agreement for Tier 2 or Tier 3 systems shall apply.
- 7.4 The Interconnection Agreement which applies in instances described in Sections 7.1, 7.2, and 7.3 above shall be determined by the combined gross power rating of the generation system(s) which is connected to the FPL meter. In all instances described in this Section 7, the Customer shall submit a new application to FPL and shall enter into a new Interconnection Agreement. In no event shall the maximum output of the Customer-owned generation system(s), which is connected to the FPL meter exceed 2 MW Gross Power Rating.

8. Indemnity

- 8.1 Customer, to the extent permitted by law without waiving or limiting any defense of sovereign immunity, shall indemnify, hold harmless and defend FPL from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property, (including the Customer-owned renewable generation system), fines and penalties, costs and expenses arising out of or resulting from the operation of the Customer-owned renewable generation system, except in those instances where such loss is due to the negligent action or inactions of FPL. Nothing herein shall be intended to serve as a waiver or limitation of Customer's sovereign immunity defense as allowed by law.
- 8.2 FPL shall indemnify, hold harmless and defend Customer from and against any and all judgments, losses, damages, claims relating to injury to or death of any person or damage to property (including FPL's transmission system), fines and penalties, costs and expenses arising out of or resulting from the operation of FPL's system, except in those instances where such loss is due to the negligent action or inactions of the Customer.

(Continued on Sheet No. 9.053)

(Continued from Sheet No. 9.052)

9. Limitation of Liability

9.1 Liability under this Interconnection Agreement for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Interconnection Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall the indemnifying Party be liable to the other Party for any indirect, special, consequential, or punitive damages, except as authorized by this Interconnection Agreement.

10. Assignment

10.1 The Interconnection Agreement shall be assignable by either Party upon thirty (30) calendar days notice to the other Party and written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

10.2 An assignee to this Interconnection Agreement shall be required to assume in writing the Customer's rights, responsibilities, and obligations under this Interconnection Agreement; or execute a new Interconnection Agreement.

11. Insurance

11.1 FPL recommends that the Customer maintain Liability Insurance for Personal Injury and Property damage in amount of not less than \$100,000 during the entire term of this Interconnection Agreement to the extent permitted by law. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law.

12. Renewable Energy Certificates

12.1 The Customer shall retain any Renewable Energy Certificates associated with the electricity produced by their Customer-owned renewable generation equipment; any additional meters necessary for measuring the total renewable electricity generated for the purposes of receiving Renewable Energy Certificates shall be installed at the Customer's expense, unless otherwise determined during negotiations for the sale of the Customer's Renewable Energy Certificates to FPL.

13. Lease Agreements

13.1 The Customer shall provide FPL a copy of the lease agreement, as applicable, for any and all leased interconnection equipment.

13.2 The Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the Customer-owned renewable generation. Notwithstanding this restriction, in the event it is determined by the Florida Public Service Commission that the Customer has entered such an agreement, the Customer shall be in breach of this Interconnection Agreement and the lessor may become subject to the jurisdiction and regulations of the Florida Public Service Commission as a public utility.

14. Dispute Resolution

14.1 Disputes between the Parties shall be handled in accordance with subsection 11 of Florida Public Service Commission Rule 25-6.065 F.A.C. - Interconnection and Net Metering of Customer-owned renewable generation.

15. Effective Date

15.1 The Customer must execute this Interconnection Agreement and return it to FPL at least thirty (30) calendar days prior to beginning parallel operations and the Customer must begin parallel operation within one year after FPL executes the Interconnection Agreement.

16. Termination

16.1 Upon termination of this Interconnection Agreement, FPL shall open and padlock the manual disconnect switch, if applicable, and remove the Net Metering and associated FPL equipment. At the Customer's expense, the Customer agrees to permanently disconnect the Customer-owned renewable generation and associated equipment from FPL's electric service grid. The Customer shall notify FPL in writing within ten (10) calendar days that the disconnect procedure has been completed.

(Continued on Sheet No. 9.054)

(Continued from Sheet No. 9.053)

17. Amendments to Florida Public Service Commission Rules

17.1 FPL and Customer recognize that the Florida Public Service Commission rules may be amended from time to time. In the event that Florida Public Service Commission rules are modified, FPL and Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

18. Entire Agreement

18.1 This Interconnection Agreement supersedes all previous agreements or representations, either written or oral, heretofore in effect between FPL and the Customer, made in respect to matters herein contained, and when duly executed, this Interconnection Agreement constitutes the entire agreement between Parties hereto.

19. Governmental Entities

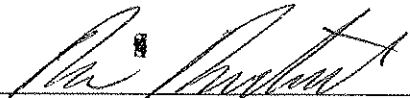
19.1 For those customers, which are government entities, provisions within this agreement will apply to the extent the agency is not legally barred from executing such provisions by State or Federal law.

(Continued on Sheet No. 9.054)

(Continued from Sheet No. 9.053.1)

IN WITNESS WHEREOF, the Parties hereto have caused this Interconnection Agreement to be duly executed the day and year first above written.

FLORIDA POWER & LIGHT COMPANY




(Signature)

Ron Bartnick

(Print or Type Name)


Title: Manager Product Support

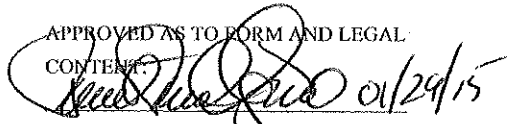
CUSTOMER, THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

BY 

Donna P. Korn Chair

Title Chair

ATTEST:

BY _____
Robert W. Runcie
Superintendent of Schools

APPROVED AS TO FORM AND LEGAL
CONTENT:
 01/29/15
SCHOOL BOARD ATTORNEY

The completed agreement may be submitted to FPL by:

E-mail - scan and e-mail to Netmetering@fpl.com

Mail - send to: Net Metering
FPL - Mail code CSF-GO
9250 W. Flagler St.
Miami, FL 33174

FAX - 305-552-2275

