

EMERGENCY SUPPORT SERVICES LICENSE AGREEMENT

THIS EMERGENCY SUPPORT SERVICES LICENSE AGREEMENT is made and entered into as of the _____ day of _____, 2026 ("**Agreement**") by and between **City of Fort Lauderdale, a Municipality of the State of Florida ("Grantor")** and Florida Power & Light Company, a Florida corporation ("**FPL**")

WITNESSETH:

WHEREAS, in the event of disasters such as major storms, hurricanes, other natural disasters, and military or civil disturbances, FPL will require temporary staging areas from time to time in the communities to park trucks and stage employee vehicles and to act as show-up sites for employees of FPL, its contractors, and other utilities assisting FPL to reinstall electric service, and

WHEREAS, the staging areas will be secured by FPL against theft, vandalism, and site abuse, and temporary lighting will be provided by FPL and used during darkness, and

WHEREAS, Grantor is willing to provide a staging area for as long as reasonably necessary for FPL to reinstall electric service, and

WHEREAS, FPL agrees to coordinate with Grantor’s Emergency Services Manager in advance of setting up the staging area.

WHEREAS, Grantor has future plans to modify the parking lot in **Exhibit A** and reserves the right to terminate the Agreement upon convenience with thirty (30) days’ written notice.

WHEREAS, FPL agrees that upon the completion of the FPL’s storm restoration, the staging area will be returned to its previous condition.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements and promises contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants a license to FPL for the non-exclusive use of the staging area described as an area coordinated with Grantor’s Emergency Services Manager as reasonably necessary within the parking lot in **Exhibit A** to perform the functions described in the recitals above on an “as needed” basis and that no compensation or other consideration is to be provided by either party. If Grantor needs the area in **Exhibit A** for any reason, FPL must relocate the staging area offsite within three (3) days’ notice.

2. FPL agrees to protect, defend, indemnify and hold Grantor, its tenants, and their officers, directors, partners, affiliates, subsidiaries, employees, agents, and servants ("**Grantor Entities**") free and unharmed from and against any and all third party claims (including employees of FPL, other utilities assisting FPL, and its contractors), claims, liabilities, losses, costs, property damage, personal injury, bodily injury or death or damages whatsoever, including court costs and reasonable attorneys’ fees resulting from or in connection with the use of the staging area by FPL

and its contractors, including ingress and egress thereto, unless such claims are caused by Grantor's intentional acts or negligence. FPL will also reimburse Grantor Entities for damages sustained as a result of the negligence of its employees or the employees of its contractors or other utilities assisting FPL. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity and limitations set forth in Section 768.28 (2025), Florida Statutes, as amended.

3. FPL will provide at its sole cost any surface improvements it deems necessary for the effective use of the area, required utility services, sanitation facilities, fuel dispensing for its equipment, mobile office facilities, tents, eating facilities, and upon termination of use, FPL will restore at its sole cost the property to at least its original condition. If Grantor shall elect to supply water, gas, electricity, or any other utility service, FPL agrees to purchase same from Grantor and to pay the reasonable charges therefor when bills are rendered at the applicable rates. FPL shall use reasonable diligence in the conservation of these utilities.

4. This Agreement shall be for a term of three (3) years commencing on the date set forth above and shall automatically terminate thereafter. Grantor reserves the right to terminate the Agreement at any time prior to the expiration of the term after providing FPL with at least thirty (30) days' notice.

5. The parties knowingly, voluntarily and intentionally waive the right they may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement, or any document contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statement (whether oral or written) or action of either party.

6. As a condition precedent to the effectiveness of this Agreement, FPL shall provide Grantor with an affidavit signed by an officer or a representative of FPL under penalty of perjury attesting that FPL does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

7. All notices required or permitted to be given under the terms and provisions of this Agreement shall be in writing and shall be hand delivered, or sent by nationally recognized overnight delivery service, to the parties as follows:

As to Grantor:

City Manager
City of Fort Lauderdale Tower 101
Suite 2100
101 NE 3rd Avenue
Fort Lauderdale, Florida 33301

With copy to:

Fort Lauderdale Executive Airport
6000 NW 21st Avenue
Fort Lauderdale, Florida 33309
Attn: Airport Manager

As to Grantee:

Florida Power & Light Company
Corporate Real Estate Department
700 Universe Boulevard
Juno Beach, Florida 33408

8. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement or any controversies or legal problems arising out of this Agreement or any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in Broward County, Florida

9. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers or representatives effective as of the date first above written.

Grantor:

**CITY OF FORT LAUDERDALE, A
MUNICIPAL CORPORATION OF THE
STATE OF FLORIDA**

WITNESSES:

Signature

[Witness type or print name]

By: _____
Dean J. Trantalis, Mayor

Signature

[Witness type or print name]

By: _____
Rickelle Williams, City Manager

ATTEST:

David R. Soloman, City Clerk

Approved as to form and correctness:
Shari L. McCartney, City Attorney

By: _____
Shaun Amarnani, Esq.
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by DEAN J. TRANTALIS, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this by means of physical presence or online notarization, this ____ day of _____, 2026, by RICKELLE WILLIAMS, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida on behalf of the City of Fort Lauderdale. She is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

FPL:

Florida Power & Light Company
A Florida corporation

By: _____
Benjamin Stratton, Vice President
Integrated Supply Chain

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this by means of physical presence or online notarization, this ____ day of _____, 2026, by BENJAMIN STRATTON, Vice President of Florida Power & Light Company, a Florida corporation on behalf of Florida Power & Light Company. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

EXHIBIT A

Description of Staging Area

An area described as Airport Parking Lot located at 1515 W Commercial Blvd, Fort Lauderdale, Florida 33309 and as outlined in red in the Site Plan below:

