

**RESOLUTION NO. 2019-**

**A RESOLUTION OF THE VILLAGE OF PINECREST,  
FLORIDA, AUTHORIZING THE VILLAGE MANAGER  
TO EXECUTE A STAGING AREA AGREEMENT WITH  
FPL; PROVIDING FOR AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby authorizes the Village Manager to execute, in substantially the form attached, a *Staging Area Agreement*, with FPL.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 11th day of June, 2019.

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Joseph M. Corradino, Mayor

Attest:

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Guido H. Inguanzo, Jr., CMC  
Village Clerk

Approved as to Form and Legal Sufficiency:

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Mitchell Bierman  
Village Attorney

Motion by:  
Second by:

Vote:

## STAGING AREA AGREEMENT

THIS STAGING AREA AGREEMENT ("**Agreement**") is made and entered into as of the \_\_\_\_ day of June, 2019 (the "**Effective Date**") by and between the Village of Pinecrest, a Florida municipal corporation with an address at 12645 Pinecrest Parkway, Pinecrest, FL 33156 ("**Village**") and Florida Power & Light Company, a Florida corporation with an address at 700 Universe Blvd., Juno Beach, FL 33408 ("**FPL**").

### WITNESSETH:

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

WHEREAS, the staging areas will be secured 24-hours a day by FPL against theft, vandalism, and site abuse; temporary lighting will be provided by FPL and used during darkness (i.e., between sunset and sunrise); and FPL will provide restroom facilities for its employees, agents, contractors, and other utilities assisting FPL; and

WHEREAS, the Village is willing to provide the staging area described in **Exhibit A** attached hereto (the "**Staging Area**") for as long as reasonably necessary for FPL to reinstall and restore electric service and

WHEREAS, FPL agrees that upon the completion of FPL's storm restoration, the staging area will be returned to at least 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. The Village hereby grants to FPL the use and control, for security and safety purposes, of the Staging Area described in **Exhibit A** to perform the functions described in the recitals above on an "as needed" basis. The parties agree that no compensation or other consideration is to be provided by either party. For safety and security purposes, the Staging Area will not be accessible to the general public while in use by FPL. FPL agrees to stage all equipment used at the Staging Area in a manner that will be the least disruptive to neighbors.

2. FPL agrees to protect, defend, indemnify and hold the Village, its tenants, and their officers, directors, partners, affiliates, subsidiaries, employees, agents, and servants ("**Village 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 the Village's intentional acts or gross negligence. FPL will also reimburse the Village Entities for damages sustained as a result of the negligence of its employees or the employees of its contractors or other utilities assisting FPL.

3. FPL will provide at its sole cost and only upon written approval of the Village any surface improvements it deems necessary for the effective use of the Staging 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 Staging Area to at least its original condition. Restoration shall take place within forty-five (45) days of vacating the Staging Area. Alternatively, the Village will restore the Staging Area and FPL shall be responsible for reimbursing the Village for all costs associated with same. If the Village shall elect to supply water, gas, electricity, or any other utility service, FPL agrees to purchase same from the Village 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 one (1) year commencing on the Effective Date set forth above and automatically renewed from year to year thereafter until one party gives the other party ninety (90) days' written notice prior to the anniversary date that the Agreement will not be renewed for the following year.

**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.**

[Signatures on Next Pages]

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.

**Village:**

Village of Pinecrest, a Florida Municipal Corporation

By: \_\_\_\_\_  
Yocelyn Galiano-Gomez, ICMA-CM  
Village Manager

Approved as to form and legal sufficiency for the Village of Pinecrest only:

By: \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Village Attorney

**FPL:**

Florida Power & Light Company  
A Florida corporation

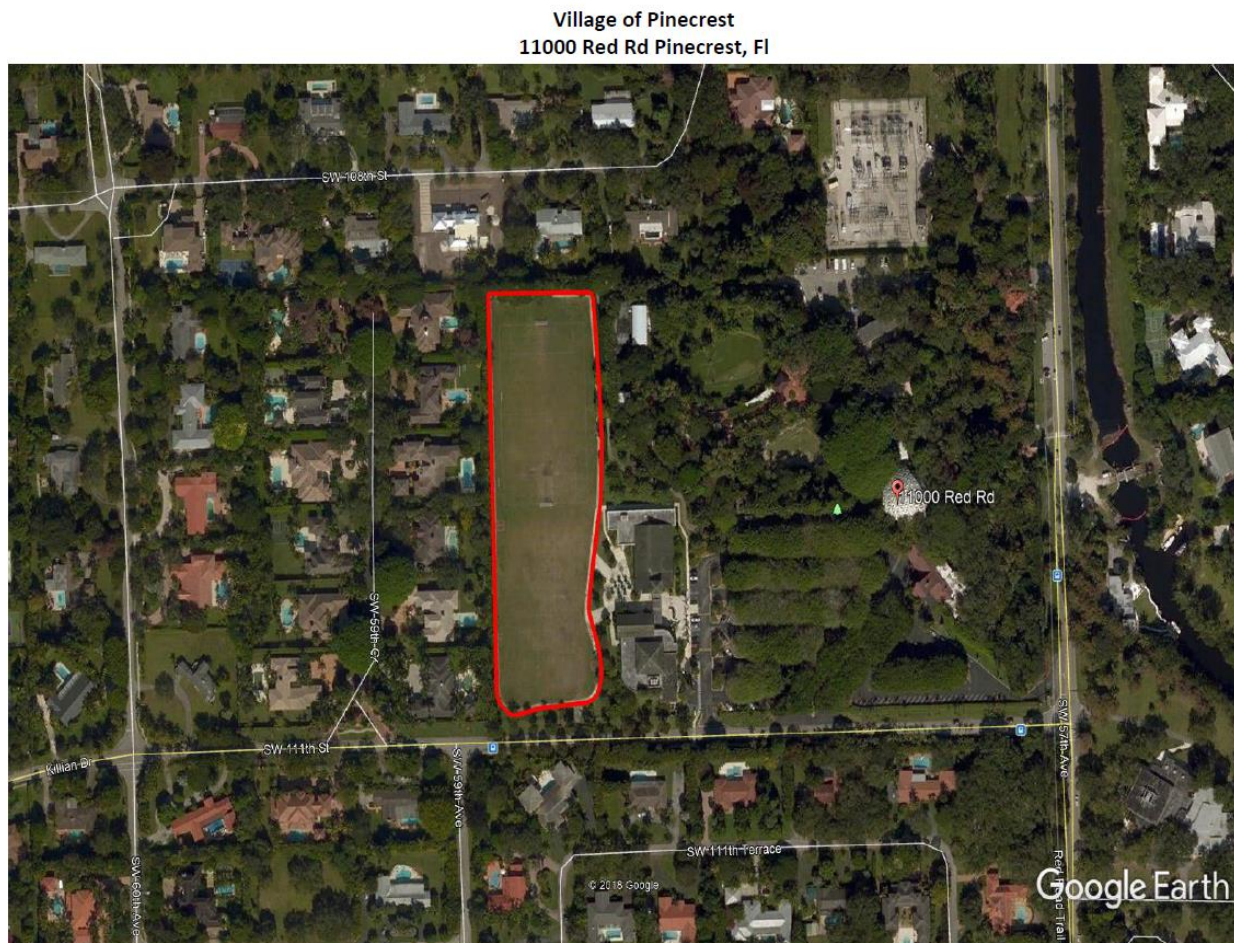
By: \_\_\_\_\_  
Alex Rubio, Vice President  
Integrated Supply Chain

## **EXHIBIT A**

### **Description of Staging Area**

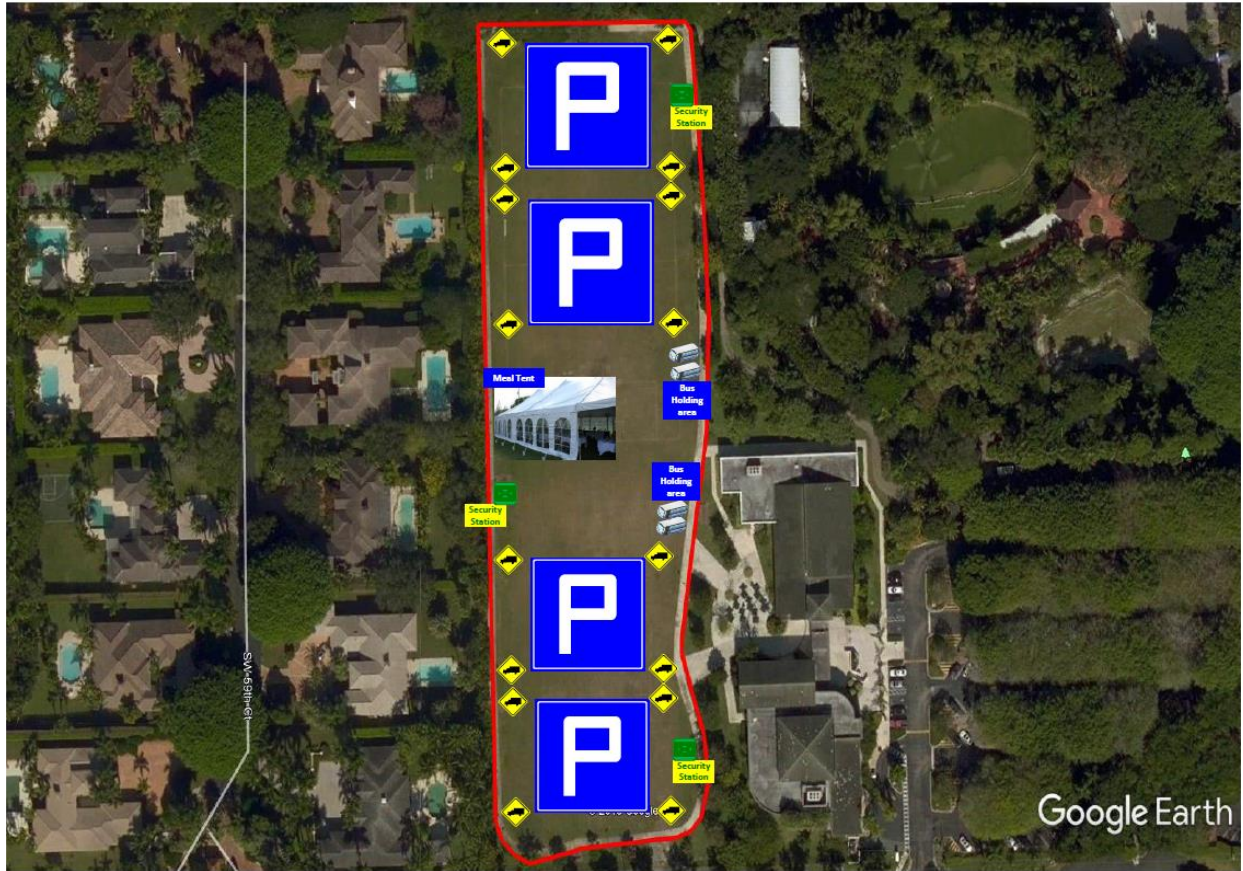
This Exhibit A is an attachment to the Staging Area Agreement made and entered into as of the \_\_\_\_ day of June, 2019 by and between the Village of Pinecrest ("**Village**") and Florida Power & Light Company, a Florida corporation ("**FPL**").

The Staging Area shall be the area located at 11000 Red Road, Pinecrest, Florida 33156 depicted in the map shown below.



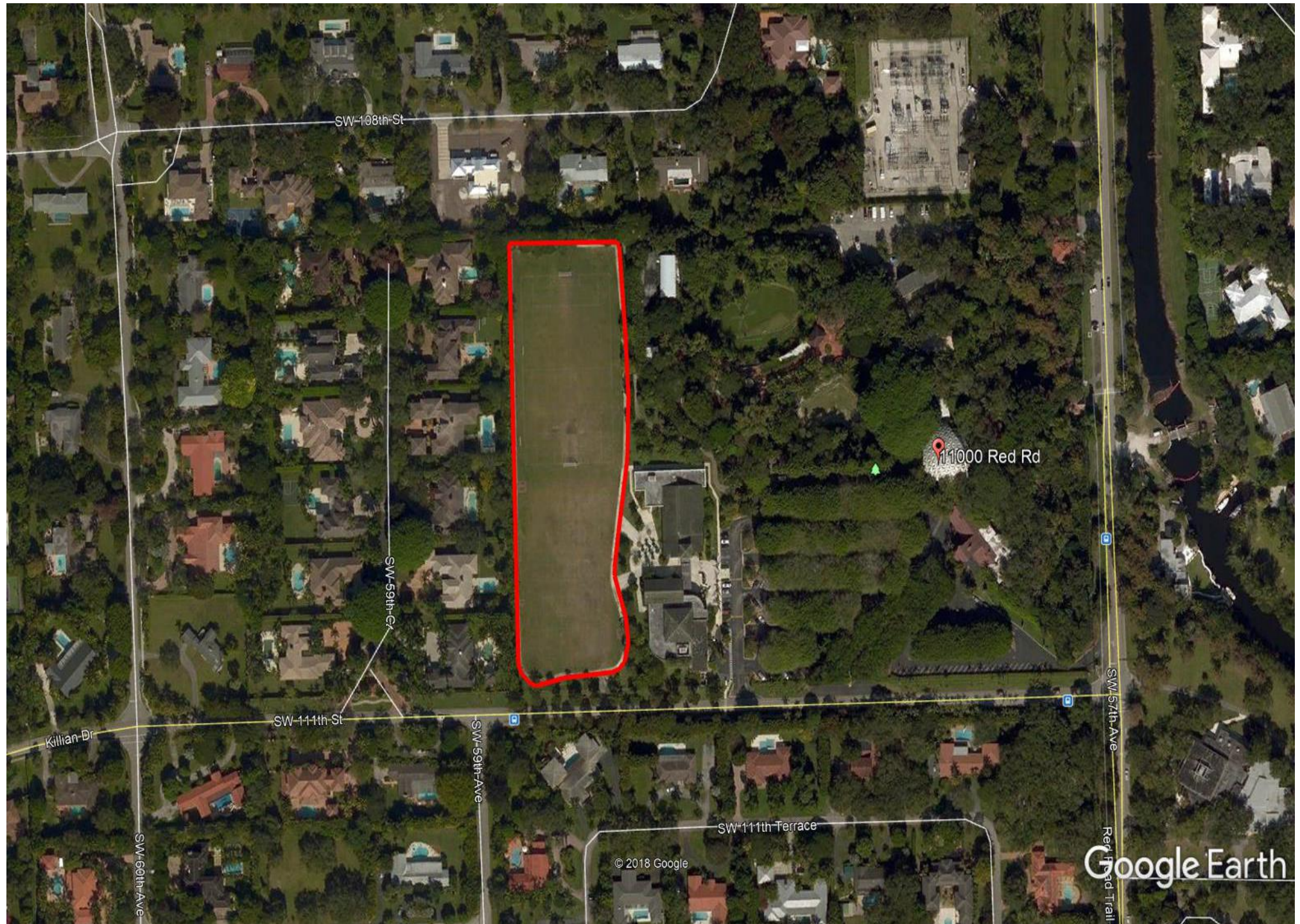


Village of Pinecrest  
11000 Red Rd Pinecrest, FL





Village of Pinecrest  
11000 Red Rd Pinecrest, FL





Village of Pinecrest  
11000 Red Rd Pinecrest, FI

