Meeting Date 09/06/2016



AGENDA							
Section Consent							
ltem No.	I.A.7						

AGENDA REPORT BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

S	UBJECT:	Approval RE: Agreement with FPL for interconnection of Customer-Owned Renewable Energy Generation to FPL's electrical service grid.
D	EPT/OFFICE:	Solid Waste Management Department
	equested Action:	
re C A	enewable energy County's meter lo Agreement.	at the Board of County Commissioners (1) approve the Interconnection Agreement with FPL for generation from solar panels installed at the new scale house to FPL's electrical service grid at the ocated at the Cocoa Central Disposal Facility (CDF), and (2) authorize the Chairman to execute the
S	ummary Explanation	& Background:
ren	iewable energy g	Light Company (FPL) has a net metering program that allows customers to interconnect approved eneration systems (i.e. solar panels) to the electric grid and provide electricity to their facility, thus g that energy from FPL.
CD opp Inte ene bill mo tha	DF to generate po portunity the C erconnection Ag ergy (but less tha led. If the facility onth's electric bil t the solar pane	In the solar panel has a gross power rating of 19.38 kw AC. What this means in practical terms is solar of the solar based on the scale house based building saving the department about \$2,697.00 a year.
Cl	erk to the Board Instru	actions: Please sign and attest three (3) copies of the Agreement and return two (2) originals to the Department.
Ex	hibits Attached: Agre	eement with FPL

Contract /Agreement (If attac	hea'): Reviewed by County Attorney	les 🛛	No	PR
County Manager	Assistant County Manager			Department Director / Extension
	M J			Euripides Roariguez x52042
		····		
Stockton Whitten	Assistant County Manager			10/1/201
				MIM MIN
C-149 (Rev.4-30-14) / Electronic Form				1000
	U			*

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

INITIAL CONTRACT FORM

SECTION I - The following information must be completed on all new contracts submitted to the Board.

1. Contractor: Florida Power & Light Company							
2. Fund/Account #: Department Name: Solid Waste Management Dept.							
4. Contract Description: <u>Agreement with FPL for Inter</u> FPL's Electrical Sevice Grid	connection of Customer-Owned Renewable Energy Gen	eration to					
5. Contract Monitor: Sherry Loadholtz	6. Mail Stop #: <u>81</u>						
7. Dept./Office Director: Euripides Rodriguez, Director 8. Contract Type: Use Agreement Use Agreement							
ACTION DATE: 30 days from entry ACTION REQUIREMENT: Need complete data							

SECTION II - The following departments must approve all contracts submitted to the Board:

	APPROVAL			
COUNTY OFFICE	YES	<u>NO</u>	INITIALS	DATE
User Agency S/16/16	1	<u> </u>		F/16/2016
Risk Management	L		see attached	émail 8/12/16
County Attorney	_1/	,	see attached	email 8/11/16

If any office denies approval, the package will be returned immediately to the User Agency.

SECTION III - CONTRACT MANAGEMENT DATABASE CHECKLIST

DATABASE REQUIRED FIELDS	Complete ✓
Department Information	
Department	
Program	
Contact Name	
Cost Center, Fund and GL Account	
Vendor Information (SAP Vendor #)	
Contract Status	
Contract Title	
Contract Type	
Contract Amount	
Storage Location (SAP)	
Contract Approval Date	
Contract Effective Date	
Contract Expiration Date	
Contract Absolute End Data (No Additional renewals/extensions)	
Material Group	
Contract Documents Uploaded in database (Initial Contract Form with County Attorney/Risk Management	
Approval; Signed/Executed Contract)	
Right To Audit Clause Included in Contract	
Monitored items: Uploaded to database (Insurance, Bonds, etc.)	
Note: Insurance Certificates uploaded under collapisible/expandable Monitor Bar Section	
Change Order/Task Order uploaded under collapsible/expandable Monitor Bar Section	
Contract Renewal documents uploaded under collapsible/expandable Renewal/Bar Section	
NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the	contract has

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form, Executed/Attested Contract to department for contract to be entered and uploaded into the Contract Management System. See AO-29 for additional information.

FLORIDA POWER & LIGHT COMPANY

Interconnection Agreement for Customer-Owned Renewable Generation Tier 2 – Greater than 10 kW and Less than or Equal to 100 kW

This	Agreement,	is	made	and	entered	into	this		day	of	<u> </u>	,	20_16	, by	and	betw	een
Breva	rd County Boar	rd of	County C	ommis	sioners						("Custor	ner"),	with	an	addr	ess	of
2250	Adamson Road	d #N∈	ew Scale	House	, Cocoa Fl	. 32926	i		ar	nd	FLORIDA	POW	ER &	LIGHT	CON	MPAN	IY
("FPL	"), a Florida co	orpor	ation wi	th an a	ddress of I	Р.О. Во	ox 140	00, 700 Univ	erse B	oul	evard, Juno	Beach,	FL 334	08-0429			

WITNESSETH:

WHEREAS, the Customer has requested to interconnect its Customer-owned renewable generation, greater than 10 kW AC and less than or equal to 100 kW AC, 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 the Florida Public Service Commission Rule 25-6.065 F.A.C. -Interconnection and Net Metering of Customer-Owned Renewable Generation,

2. <u>Customer Oualification and Fees</u>

- 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 greater than 10 kW AC and less than or equal to 100 kW AC.

Gross Power Rating for the Customer-owned renewable generation is _____19.38 kW AC.

- 2.2 The Customer shall be required to pay an application fee of \$400 for this Tier 2 Customer-owned renewable generation.
- 2.3 In order to commence the process for interconnection, 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. The Customer shall provide a written report that the Customer-owned renewable generation complies with the foregoing standards. The manufacturer's specification sheets will satisfy this requirement for a written report.
- 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. 9.056)

(Continued from Sheet No. 9.055)

- 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 Within ten (10) business days of receipt of the Customer's application, FPL shall provide written notice that it has received all documents required for interconnection or indicate how the application is deficient. Within ten (10) business days of receipt of a completed application, FPL shall provide written notice verifying receipt of the completed application and in the event FPL elects to inspect the Tier 2 Customer-owned renewable generation, written notice shall also include dates for any physical inspection (as set forth in Section 4.3, hereto) and inspection of documents (as set forth in Section 4.4, hereto) necessary to ensure compliance with this Interconnection Agreement and necessary for FPL to confirm compliance with Florida Public Service Commission Rule 25-6.065 F.A.C. Interconnection and Net Metering of Customer-owned renewable generation.
- 3.7 The 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 At FPL's election, FPL shall have the right to inspect the Tier 2 Customer-owned renewable generation. All initial physical inspections and inspection of the Customer's documents must be completed by FPL within thirty (30) calendar days of receipt of the Customer's executed Interconnection Agreement. If the inspections are delayed at the Customer's request, the Customer shall contact FPL to reschedule an inspection. FPL shall reschedule the inspection within ten (10) business days of the Customer's request. Physical inspections and inspection of documents must be completed and approved by FPL prior to eommencement of service of the Customer-owned renewable generation system.
- 4.2 Any inspection or observation by FPL shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by FPL of the safety, durability, suitability, or reliability of the Customer-owned Renewable Generation or any associated control, protective, and safety devices owned or controlled by the Customer or the quality of power produced by the Customer-owned renewable generation.
- 4.3 FPL shall have the right to inspect Customer-owned renewable generation and its component equipment to ensure compliance with this Interconnection Agreement. FPL's system inspections shall include, but shall not be limited to:
 - a) any installed manual disconnect switch, as applicable;
 - b) FPL's metering equipment;
 - c) Any additional metering equipment installed by Customer; and
 - d) Customer utility-interactive inverter, protective device or other similar devices for compliance to applicable code and standards, as described in this Interconnection Agreement.
- 4.4 FPL shall also have the right to review Customer documents to ensure compliance with this Interconnection Agreement. FPL shall have the right to, at a minimum review:
 - a) technical design parameters of the system and the manufacture's installation;
 - b) operation and maintenance instructions to ensure compliance with IEEE and UL standards;
 - c) local inspection and certifications; and
 - d) other documents associated with specific installations.
- 4.5 FPL will provide Customer with as much notice as reasonably practicable, either in writing, e-mail, facsimile or by phone as to when FPL will 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.

(Continued on Sheet No. 9.057)

(Continued from Sheet No. 9.056)

5. Manual Disconnect Switch

- 5.1 U.L.1741 Listed, inverter-based Tier 2 customer-owned renewable generation systems do not require a customer-installed manual disconnect switch.
- 5.2 Other customer-owned Tier 2 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 pursuant to the conditions set forth in Section 6.3 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.
- 6.2 Upon notice by FPL, the Customer shall be solely responsible to disconnect the Customer-owned renewable generation and Customer's other equipment if conditions on the FPL distribution system could adversely affect the Customer-owned renewable generation. FPL will not be responsible for damage to the Customer-owned renewable generation system due to adverse effects on the distribution system. Reconnection will be the Customer's responsibility and will not require an additional application.
- 6.3 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;
 - 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; and
 - d) Failure of the Customer to maintain the required insurance coverage as stated in Section 11.1 below.

7. Modifications/Additions to Customer-owned Renewable Generation

- 7.1 If the Customer-owned renewable generation 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) days prior to making the modification.
- 7.2 If the Customer adds another Customer-owned renewable generation which: i.) utilizes the same utility inter-active inverter, or other device certified pursuant to Section 3.1 above, for both systems; or 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.

(Continued on Sheet No. 9.058)

(Continued from Sheet No. 9.057)

- 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 3 system, then all terms and condition, including appropriate notice, of the Interconnection Agreement for Tier 3 systems shall apply. In no event shall the maximum output of the Customer-owned generation system(s), which is connected to the FPL meter exceed 2 MW.
- 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.

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 of 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.

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 The Customer agrees to provide and maintain general liability insurance for personal and property damage, or sufficient guarantee and proof of self-insurance, in the amount of not less than \$1 million during the entire period of this Interconnection Agreement, to the extent permitted by law. Initial proof of insurance shall be in the form of a copy of the policy or certificate of insurance attached to this Interconnection Agreement evidencing the Homeowner's or other insurance policy in effect at the time of interconnection. For government entities, the policy coverage shall not exceed the entity's maximum liability established by law. Proof of self-insurance consistent with law shall satisfy this requirement.

(Continued on Sheet No. 9.059)

(Continued from Sheet No. 9.058)

12. <u>Renewable Energy Certificates</u>

12.1 The Customer shall retain any Renewable Energy Certificates associated with the electricity produced by their Customerowned 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 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.

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. 9.060)

Original Sheet No. 9.060

(Continued from Sheet No. 9.059)

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

CUSTOMER

ATTEST



HERE

(Signature)

Scott Ellis, Clerk

Jim Barfield

(Print or Type Name)

Chairman, Board of County Commissioners Title:

As approved by the Board on 9/6/16

FLORIDA POWER & LIGHT COMPANY

(Signature)

(Print or Type Name)

Title: ____

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

CER	TIFICA	TE OF COVERA	GE	ISSUED ON: 9/29/2015	
COVERAGE PROVIDED BY: PREFERRED GOVER	NMEN'	TAL INSURA	NCE TRUST	and plane applying a country on plane and planets when a source	
PACKAGE AGREEMENT NUMBER:PX2FL1 0051005 15-13		COVERAGE PERIOD:	10/1/2015 TO 10/1/2017	12:01 AM	
COVERAGES: This is to certify that the agreement below has been is requirement, term or condition of any contract or other document with agreement described herein subject to all the terms, exclusions and c	respect to	which this certificate ma			
Mail to: Certificate Holder Brevard County Board of County Commissioners 2725 Judge Fran Jamieson Way Viera, FL 32940	Designated Member Brevard County Board of County Commissi 2725 Judge Fran Jamieson Way			sioners	
		Viera, FL 32940		I and the second and the left of the left of the second	
LIABILITY COVERAGE X Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury	WORK	KERS' COMPENSA'	TION COVERAGE		
Limit \$1,000,000 \$50,000 SIR X Public Officials Liability Limit \$3,000,000 \$50,000 SIR X Employment Practices Liability	\$500	f Insured Workers' Comj 0,000 Self Insured Retent tutory Workers' Compen	on		
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PROPERTY COVERAGE Buildings & Personal Property	100000	MOBILE COVERA	GE		
Limit Note: See coverage agreement for details on wind, flood, and other deductibles. Rented, Borrowed and Leased Equipment	Linnit \$1,1	000,000	\$100K/\$200K SIR X All Owned Specifically Descr X Hired Autos		
Limit All other Inland Marine Limit	Automob	oile Physical Damage	X Non-Owned Autos Comprehensive Collision	S	
CRIME COVERAGE X Employee Dishonesty Limit \$250,000 \$\$25,000 \$\$R Deductible X Forgery or Alteration	ł		Hired Auto with lis	mit of	
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X Theft Disappearance & Destruction	1		Liability Limit Liability Deductibl	le	
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NOTE:The most we will pay is further limited by the limitations set forth are applicable at the time of the loss.	in Section	768.28(5), Florida Statu	tes (2010) or the equive	alent limitations of successor law which	
Description of Operations/ Locations/ Vehicles/Special items: Certificate issued with respect to Proof of Insurance.					
This section completed by member's agent, who bears complete responsibility	and liability	for its accuracy.			
This certificate is issued as a matter of information only and confers no afforded by the agreement above.	rights upon	the certificate holder. T	his certificate does not	amend, extend or alter the coverage	
Administrator Public Risk Underwriters® P.O. Box 958455 Lake Mary, FL 32795-8455	CANCELLATIONS SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERENCE GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 40 DAYS WRITTEN NOTICE. OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES				
Producer Public Risk Insurance Agency P. O. Box 2416	14	largarit E	Gene	-	
Daytona Beach, FL 32115	AUTHORIZI	ED REPRESENTATIVE			
PGIT-CERT (11/09) PRINT FORM				9/29/2015	