

**AMENDMENT NO. 1 TO
ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT**

This AMENDMENT NO. 1 TO ELECTRIC VEHICLE CHARGING EQUIPMENT AGREEMENT (“**Amendment No. 1**”) is made and entered into as of this _____ day of _____, 2024 (the “**Effective Date**”), by and between City of Okeechobee (“**Host**”) and Florida Power & Light Company (“**FPL**”). **Host** and **FPL** are referred to individually as a “**Party**,” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the Parties entered into that certain Electric Vehicle Charging Equipment Agreement, dated as of March 31, 2020 (the “**Agreement**”).

WHEREAS, the Parties desire to amend the Agreement in certain respects as further described in this Amendment No. 1.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Amended Provisions of Agreement.

1.1 Section 4 to the Agreement is hereby deleted in its entirety and replaced with the following:

4. Payment of Electricity. FPL is responsible for paying all consumption costs for electricity dispensed from the Equipment.

1.2 Section 5 to the Agreement is hereby deleted in its entirety and replaced with the following:

5. Charge for Use of Equipment. **Host** acknowledges and agrees that FPL will directly charge users of the Equipment for use of the Equipment pursuant to the then-applicable tariff rate.

1.3 Section 7 to the Agreement is hereby amended as follows (underlined typeface indicates new text):

7. Insurance. Each Party will maintain at all times during the Term, the following insurance: (a) commercial general liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage; (b) business automobile liability insurance with limits of One Million Dollars (\$1,000,000) for bodily injury and property damage; and (c) workers' compensation insurance in compliance with Florida statutes. Such policy or policies shall be issued by companies authorized to do business in the State of Florida with a minimum A.M. Best financial rating of “A– VII”. FPL has the right to meet the insurance designated in this section through any combination of self-insurance, primary or excess coverage. Each Party, for itself and its respective insurers,

waives any right to assert any claim against the other Party to the extent such claim is covered by the waiving Party's insurance. Each Party shall waive all rights of subrogation of its respective insurers.

FPL shall provide Host with Certificates of Insurance reflecting the Host as an Additional Insured (except with respect to professional Worker's Compensation Insurance), no later than thirty (30) days after execution of Amendment No. 1 by Host. Each certificate shall include no fewer than (30) thirty-day advance written notice to the Host prior to cancellation, termination, or material alteration of said policies or insurance. FPL shall be responsible for assuring that the insurance certificates required by this section remain in full force and effect for the duration of this Agreement, including any amendments, extensions, or renewals entered into by the Parties. Each policy certificate shall be endorsed with a provision that no fewer than thirty (30) calendar days' written notice shall be provided to the Host before any policy or coverage is cancelled or restricted.

Except with respect to Worker's Compensation Insurance, Host is to be specifically included as an Additional Insured for the liability of the Host resulting from work performed by or services provided by or on behalf of FPL in performance of this Agreement. FPL's insurance, including that applicable to the Host as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Host shall be in excess of and shall not contribute to FPL's insurance. FPL's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

2. Miscellaneous.

2.1 No Other Modifications. Except to the extent specifically provided in this Amendment No. 1, all terms and conditions of the Agreement shall remain in full force and effect.

2.2 Definitions. All capitalized terms used but not defined in this Amendment No. 1 shall have the meaning set forth in the Agreement.

2.3 Governing Law. This Amendment No. 1 shall be construed in accordance with and governed by the laws of the State of Florida without giving effect to its conflict of laws provisions.

2.4 Amendments. No amendment may be made to this Amendment No. 1 unless first agreed to by the Parties in writing.

2.5 Counterparts. This Amendment No. 1 may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Amendment No. 1 and all of which, when taken together, will be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed as of the Effective Date.

FLORIDA POWER & LIGHT COMPANY

By: _____

Name: _____

Title: _____

APPROVED BY:
CITY OF OKEECHOBEE

Dowling R. Watford, Jr., Mayor

ATTEST:

Lane Gamiotea, CMC, City Clerk

REVIEWED FOR LEGAL SUFFICIENCY:

John J. Fumero, City Attorney
Nason Yager Gerson Harris & Fumero, P.A.