

**AGREEMENT WITH RESPECT TO FPL LIGHTING AGREEMENTS FOR
ROADWAYS [INSERT NAME OF ROADWAY SEGEMENT)]**

THIS AGREEMENT WITH RESPECT TO FPL LIGHTING AGREEMENTS (“Agreement”) is entered into on this ___ day of _____, 2025, between the CITY OF PORT ST. LUCIE, a municipal corporation (hereinafter, the “City”) and [INSERT DEVELOPER NAME], (hereinafter, the “Developer”).

RECITALS

WHEREAS, Developer is in the process of constructing [INSERT ROADWAY NAME] from [INSERT FIRST INTERSECTION RELATED TO ROADWAY SEGMENT] to the intersection of [INSERT SECOND INTERSECTION RELATED TO ROADWAY SEGMENT] (“Roadway Segment”) pursuant to final construction plans approved by the City (the “Approved Plans”); and

WHEREAS, section 156.117 of the City’s Code requires that street lighting shall be installed in all subdivisions and section 156.147 of the City Code identifies streetlighting as a component of improvements a developer is required to install within a subdivision; and

WHEREAS, the Approved Plans include the installation of streetlights and related equipment by Florida Power & Light (“FPL”) as the mechanism to fulfill streetlight requirements; and

WHEREAS, the Developer has installed at their expense all conduit and pull boxes required in preparation for FPL lighting installation as set forth on Exhibit “C”; and

WHEREAS, in order to facilitate the completion of the Roadway Segment that is under construction, the City will execute an agreement(s) with FPL in substantially the form attached as Composite Exhibit “A” for installation and maintenance of the streetlights (“FPL Lighting Agreements”); and

WHEREAS, the FPL Lighting Agreements require the City to pay a leasing fee for the light poles and fixtures installed by FPL, maintenance charges, energy charges, among other fees and charges; and

WHEREAS, the FPL Lighting Agreements do not require the Developer to incur any costs; and

WHEREAS, the Developer voluntarily agrees to provide the City with a payment equivalent to the cost the Developer would have incurred if it had installed the streetlighting itself to offset expenses incurred by the City relating to the City’s agreement to utilize the FPL Lighting Agreements; and

WHEREAS, the Developer voluntarily agrees to be responsible for facilitating completion of all aspects of the FPL streetlighting installation, including but not limited to, design, permitting, installation, coordination and management of the streetlighting installation work with FPL.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration between the parties, the receipt and sufficiency of which are hereby acknowledged by the parties, and subject to the terms and conditions hereof, the parties agree as follows:

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and, by this reference, are incorporated into this Agreement.

2. FPL LIGHTING AGREEMENT. In recognition of the fact that the City agrees to execute an FPL Lighting Agreement with respect to the Roadway Segment in substantially the form attached on Exhibit “A”, the Developer will pay the City the estimated cost of what Developer installation of the streetlighting would have been, which the parties agree that such payment shall be \$XXXX, XXX.XX as set forth on Exhibit “B” (“Lighting Funds”). The Lighting Funds will be paid to the City within thirty (30) days of the City providing Developer with a fully executed FPL Lighting Agreement. Additionally, Developer shall be solely responsible for facilitating completion of all aspects of the FPL streetlighting installation, including but not limited to, design, permitting, installation, coordination and management of the streetlighting installation work with FPL (the “Preliminary Streetlighting Work”). The City shall have no obligation to restore any damage caused to the Roadway Segment or the surrounding right-of-way area caused by installation of the Street Lighting or the Preliminary Street Lighting Work (“Repair Work”). The Developer is solely responsible for all costs and restoration efforts necessary to complete any required Repair Work. The City shall have no financial obligation relating to the Preliminary Streetlighting Work or any necessary Repair Work. City agrees that the Developer’s payment of the Lighting Funds, the Preliminary Streetlighting Work, and any necessary Repair Work, shall fulfill the streetlighting requirements set forth in the City’s Code for the Roadway Segment.

3. USE OF LIGHTING FUNDS. Within forty-five (45) business days following the Effective Date, City shall create a specific benefit account (“Specific Account”) in which the Lighting Funds are placed to fund future payments and costs associated with FPL Lighting Agreement and for general City streetlighting needs.

4. AMENDMENT; WAIVER. This Agreement may be amended only by a written instrument signed by both parties. If any party fails to enforce their respective rights under this Agreement or fails to insist upon the performance of the other party’s obligations hereunder, such failure shall not be construed as a permanent waiver of any rights as stated in this Agreement.

5. NOTICES. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, emailed, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

City: City of Port St. Lucie
121 SW Port St. Lucie Boulevard, Building A
Port St. Lucie, Florida 34984
Attention: City Manager – Jesus Merejo
cmo@cityofpsl.com

With a copy to: City of Port St. Lucie
121 SW Port St. Lucie Boulevard, Building A
Port St. Lucie, Florida 34984
Attention: City Attorney – Elizabeth Hertz
ehertz@cityofpsl.com

Developer: [INSERT DEVELOPER CONTACT INFORMATION]

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address or email address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

6. SEVERABILITY. The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable, unless the severed part of the Agreement is material to the Agreement.

7. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

8. ASSIGNMENT. This Agreement may not be assigned without the written consent of the City. The City shall not unreasonably withhold its consent to such assignment.

9. COUNTERPARTS AND EXECUTION. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

10. NO THIRD-PARTY BENEFICIARY. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party. This Agreement has been entered into for the sole benefit and protection of the City and Developer and is not intended to confer upon any other person or entity any rights or remedies hereunder. This Agreement shall not provide any third-party with any right, remedy, claim, liability, reimbursement, or other cause of action.

11. INTERPRETATION; VENUE; JURY WAIVER. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for any Party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit, in and for St. Lucie County, Florida, for claims under state law, and in the Southern District of Florida for claims justiciable in federal court. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, ALL PARTIES HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or termination of this Agreement.

12. EXHIBITS. The following exhibits are attached to this Agreement and incorporated herein by this reference:

EXHIBIT "A" - Form of FPL Lighting Agreements

EXHIBIT "B" - Cost Estimate for Streetlighting

IN WITNESS WHEREOF, the parties hereto execute this Cooperation Agreement for Developer and further agree that it shall take effect as of the Effective Date first above written.

WITNESSES

CITY OF PORT ST. LUCIE,
a Florida municipal corporation

Signature
Print Name:_____

By: _____
Shannon M. Martin, Mayor

Signature
Print Name:_____

Signature
Print Name:_____

[INSERT DEVELOPER NAME]

By: _____
Name:
Its:

Signature
Print Name:_____

EXHIBIT “A”
Form of FPL Lighting Agreement

EXHIBIT “B”
Cost Estimate for Streetlighting