

RESOLUTION NO. 24-60

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING A STAGING AREA AGREEMENT BETWEEN THE CITY OF PANAMA CITY BEACH AND FLORIDA POWER & LIGHT COMPANY GRANTING TEMPORARY USE AND CONTROL OF A PORTION OF FRANK BROWN PARK FOR STAGING UTILITY EQUIPMENT AND PERSONNEL AFTER DISASTERS.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Staging Area Agreement between the City and Florida Power & Light Company, granting temporary use and control of Frank Brown Park to stage utility equipment and personnel after disasters, in the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, APPROVED AND ADOPTED in regular session this 11th day of January 2024.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynne Fasone, City Clerk

STAGING AREA AGREEMENT

THIS STAGING AREA AGREEMENT is made and entered into as of the 11th day of January, 2024 ("**Agreement**") by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, whose address is 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413 ("**Grantor**") 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 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, 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 that upon the completion of the company'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 to FPL the use and control of the staging area located at Frank Brown Park, 16200 Panama City Beach Parkway, Panama City Beach, Florida 32413, and described 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. The parties agree that FPL will only use the areas highlighted on **Exhibit A** and will not use or perform any functions on the baseball or soccer fields.

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.

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 one (1) year commencing on the 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 Page]

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 PANAMA CITY BEACH:

By: 
Name: Drew Whitman
Title: City Manager

ATTEST:


Lynne Fasone, City Clerk

FPL:

Florida Power & Light Company
A Florida corporation


By: 
Digitally signed
by Alex Rubio
Date:
2023.12.05
14:27:56 -05'00'
Alex Rubio, Vice President
Integrated Supply Chain

EXHIBIT A

Description of Staging Area

As an attachment to the Staging Area Agreement between made and entered into as of the ____ day of January, 2024 by and between City of Panama City Beach ("**Grantor**") and Florida Power & Light Company, a Florida corporation ("**FPL**").

An area described on this date as Frank Brown Park located in Panama City Beach, Florida.

UPDATED 11/2023



Highlighted area shows the available areas that Florida Power & Light can use for staging. No staging can take place on Baseball Fields or Soccer Fields.