



**AGENDA  
CITY OF LAKE WORTH BEACH  
ELECTRIC UTILITY CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, JUNE 29, 2021  
IMMEDIATELY FOLLOWING  
THE SPECIAL CITY COMMISSION MEETING**

**ROLL CALL:**

**AGENDA - Additions / Deletions / Reordering:**

**PRESENTATIONS:** (there is no public comment on Presentation items)

- A. [City's Net Metering Program Update](#)

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

**APPROVAL OF MINUTES:**

- A. [April 27, 2021](#)

**NEW BUSINESS:**

- A. [Payment of Credit and Debit Card Fees associated with customer payment of utility bills](#)
- B. [Amendment to Task Order No. 3 with TeamworkNET Inc., for additional engineering design services for the Main Yard Substation Control House Protection and Control Project](#)
- C. [Task Order No. 5 with TeamworkNET Inc., for engineering design services for the Main Yard Substation Control House Relay Protection and Controls](#)
- D. [Agreement with Milsoft Utility Solutions Inc., for software, data conversion and implementation of Milsoft Engineering Analysis, Outage Management System & Geographical Information System modules](#)

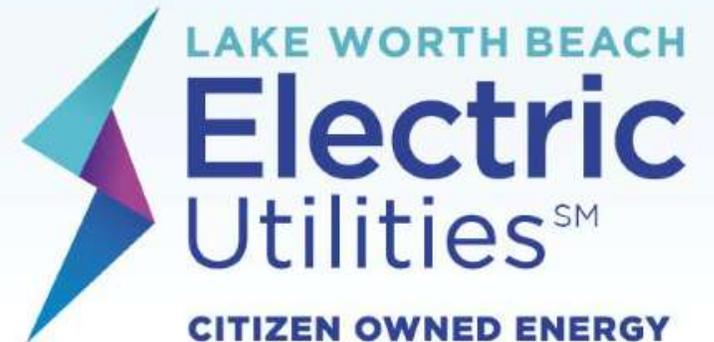
**ADJOURNMENT:**

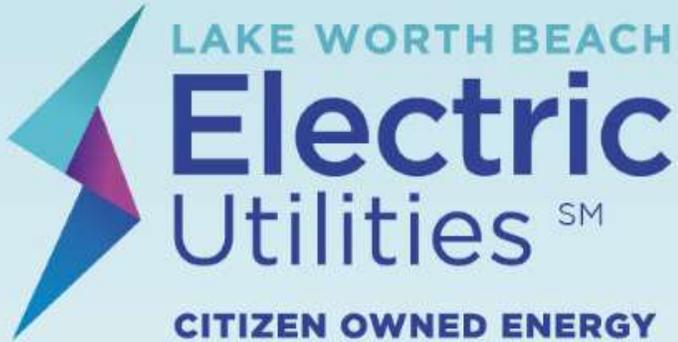
The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

# Net Metering Program Update

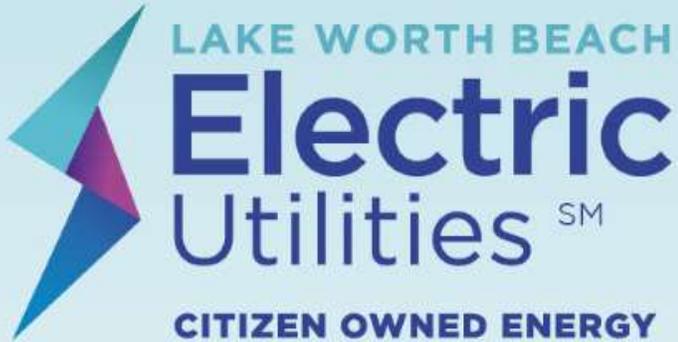
June 29, 2021





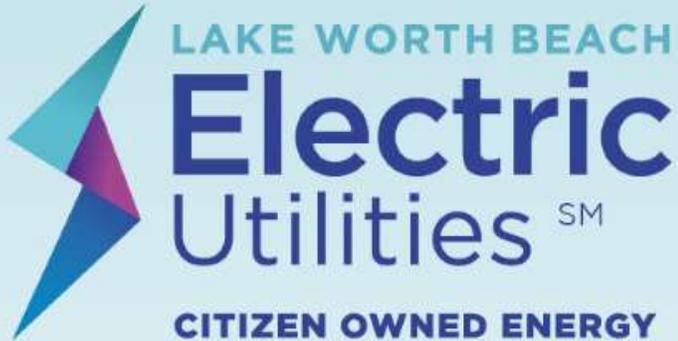
# Program Background Definitions, History, and Legal Requirements

- “Net-Metering” typically references to customer-owned renewable electric generation systems installed behind the meter on customers’ premises which net their electric purchases with their own electric production
- mid-2008; Florida Statute 366.91 (Renewable Energy) required electric utilities to create Net Metering Programs and Interconnection Agreements for customer-owned renewable generation no later than July 1, 2009
- 2012; City Resolution 34-2012 added net metering rates and set a size limit of 10kw and stated that “....systems shall not be sized to exceed the customers annual energy needs...”, however it did not include references to Interconnection Agreements as required by Fla. Stat. 366.91(6)



## Program Background History and Program Changes

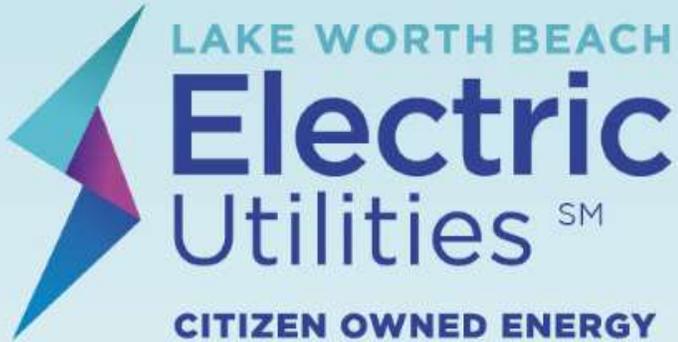
- Participation in City's program began with 6 systems installed in 2010 and has grown to 156 systems connected as of today.
- In 2019 Staff brought to the City Commission a number of suggested changes to the program which were reviewed and discussed in detail with the Electric Utility Advisory Board. Proposed changes mirrored those of utilities statewide, and were subsequently approved by the City Commission.
- Changes included reaffirmation of the previously adopted system size limit, established a cap on total Kw allowed, established an annual avoided cost-based reimbursement rate for customer excess generation, removed exemptions from minimum bills, and established program rules and interconnection agreements.



# Program Background

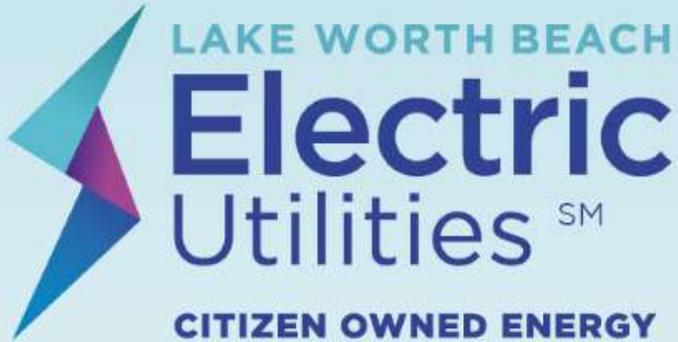
## Why do we have a Cap?

- The Cap of 1.5% of electric system peak on total kW installed was recommended by Staff in 2019 as a precautionary measure and was based on actual operating experience during multiple events of “island operations” in which the ability to restore or maintain system stability was hampered by “swings” in output of City’s own solar farm and which mirrors the swings in output of customer-owned systems.
- City’s power plant units are not sized nor equipped to rapidly react to swings in output while maintaining system frequency and voltage, which leads to either feeders or the entire power plant tripping off line, hence requiring a restart of the system restoration process.
- During these events electric utility system operators take the City’s solar plant off-line until such time that normal tie line operations are restored.
- The Cap was anticipated to be revisited at such time that a second transmission tie line was operational, thereby negating the need for island operations. Currently planned for December 2022.
- Growth of solar installations on our system is adding to the need to address significant system power factor concerns by adding capacitor banks at major substations asap.



# Program Background Where are we Today?

- We are rapidly approaching the 1.5% Cap of 1458 kW based on a system peak of 97.2 mW. Today we have 156 systems representing 1357 kW of customer-owned generation connected to our utility, in addition to the City's own 1700 kW solar unit. Our ability to operate the system with swings on this amount of production during an island operation is a high concern, and uncontrollable by our system operators.
- An additional 14 systems representing 98 kW of systems are in queue and are either in the permitting process or under construction.
- The combination of installed and proposed systems brings us to 3 kW below the Cap (1455 kW vs. 1458 kW).
- In anticipation of reaching the Cap, City Staff included a note in recent bills to all customers alerting them to same so they could contact us and be better informed and able to move rapidly if considering installing a system.

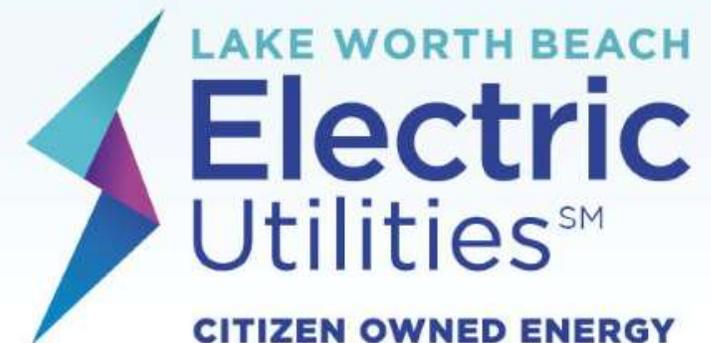


# Program Background Legacy Issue to be Resolved

- 20 customers with systems that were installed prior to the implementation of Interconnection Agreements have yet to execute required agreements and are operating in violation of State Law and City's rules.
- Extensions to comply were granted until year-end 2019; notices and registered letters were issued without response.
- Customers without Interconnection Agreements can not receive credits for excess electric production, yet have been allowed to remain in operation.
- Staff needs policy direction in regards to non-compliant installations.

# Reference Documents

- Resolution 34-2012; Adding Net Metering Rates and System Size Limitations
- Resolution 15-2019; Net Metering Moratorium To Bring City's Program Into Compliance with State Law
- Resolution 21-2019; Interconnection Agreement
- Resolution 45-2019; Amending Rates and Credits for Net Metering and Creating Billing Procedure
- City's Net Metering Rules and Regulations
- Blank Net Metering Application
- Blank Net Metering Interconnection Agreement



RESOLUTION NO. 34-2012 OF THE CITY OF LAKE WORTH, FLORIDA, PROVIDING FOR RATES, FEES AND CHARGES, AND REGULATIONS FOR ALL ELECTRICITY SOLD BY THE CITY OF LAKE WORTH FLORIDA FOR USE OF ELECTRIC LIGHT AND POWER SYSTEM; ADDING NET METERING RATES; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth, Florida, is authorized and required to fix uniform and adequate rates for its service; and

WHEREAS, an evaluation of the level of electric system rates establishes a need to revise the rates and charges as set forth herein in order to meet the several objectives identified by the evaluation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH, FLORIDA, that:

Section 1. The following schedules shall be the rates charged and the regulations imposed by the City of Lake Worth, Florida, on all electric power sold by the City of Lake Worth, Florida for lighting, heating and power purposes, to wit:

A. SCHEDULE R-S

Designation: Regular Residential Electric

Application: For service for all domestic purposes in private residences and individually metered apartments.

Residential rates shall apply for electric energy used in commonly-owned facilities in condominiums and cooperative apartment buildings, subject to the following criteria:

- (1) 100% of the energy is used exclusively for the co-owners benefit.
- (2) None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
- (3) Each point of delivery will be separately metered and billed.
- (4) A responsible legal entity is established as the customer to whom the City of Lake Worth can render its bills for said service.
- (5) A cooperative or condominium requesting residential rates shall apply for the rate and establish the above criteria.

Limitations: Auxiliary and stand-by generation or resale of the electric energy not permitted hereunder. Recognized rooming houses, tourist homes and dwellings

accommodating more than four paying guests supplied through a single meter will not be served under this Schedule.

Service: Single phase, 60 cycles at available standard voltage. Three phase service may be furnished but only under special arrangements and at the option of the City of Lake Worth.

Monthly Rates:

Customer Service                      \$12.65

Energy:

First 500 kWh, per kWh              \$0.1130

Next 500 kWh, per kWh              \$0.1330

All Excess, per kWh                  \$0.1530

Minimum Bill: \$34.50/Month

Purchased Power Cost Adjustment Charge: Purchased Power Cost Adjustment Charge will be applied as set forth under Section 2 of this Resolution.

Energy Conservation Surcharge: A surcharge for energy conservation will be added to the kWh charges as listed in Section 3 of this Resolution.

Outside City Limits Surcharge: A surcharge for electric use outside the City of Lake Worth, Florida, municipal limits shall be charged as set forth in Section 4 of this Resolution.

**B. SCHEDULE RA-S**

Designation: Special Residential Rate (Optional)

This service is available in all territory served by the City of Lake Worth Utilities. This service is available for billing beginning in December of each year only upon request by the customer prior to November 15th of each year.

Application: For service for all domestic purposes in private residences and individually metered apartment units.

Residential rates shall apply for electric energy used in commonly owned facilities in condominiums and cooperative apartment building qualifying under provisions in Schedule R-S above. The following qualifying criteria shall be used:

- (1) Qualify for and take service under Regular Residential Service Rate Schedule R-S for a minimum of 12 consecutive months at the location to be serviced under

tariff or 24 consecutive months at another location served by Lake Worth Electric Utility.

- (2) Tenant or owner that is a year-round resident on this Property.
- (3) Applicant cannot have any delinquent balances on his or her current bill.
- (4) Applicant cannot be considered if any disconnect or collection action has been taken in the last 6 months.

Upon approval that the customer meets all the above criteria, the average billing will begin with the bill issued in the month of December.

Limitations: Limitations set forth in Schedule R-S above shall apply to this special rate schedule.

A customer may terminate participation in the program at anytime and may be terminated from the program by the City of Lake Worth if the customer becomes subject to collection action on this account.

Once a customer's participation in the program has been terminated by the City of Lake Worth, he or she may not rejoin the program for 12 months.

Service: Service conditions set forth in Schedule R-S above shall apply to this special rate schedule.

Monthly Rate: Monthly rate set forth in Schedule R-S above shall apply to this special rate schedule.

Average Billing Calculation: The average billing process will establish a monthly bill, which will be based on the average consumption in kilowatt hours for the preceding 12 calendar months. If the residence or apartment has been occupied for the last 12 months and the customer can qualify as an existing customer, the previous tenant's or owner's consumption may be used to estimate the average monthly usage.

The average billing calculation will be reviewed and adjustments made to correct for changes in rates, usage or other factors to be implemented on the bills issued during June and December of each year.

Minimum Bill: Minimum bill set forth in Schedule R-S above shall apply to this special rate schedule.

Purchased Power Cost Adjustment Charge: Purchased Power Cost Adjustment Charge set forth in Schedule R-S above shall apply to this special rate schedule.

Energy Conservation Surcharge: A surcharge for energy conservation will be added to the kWh charges as listed in Section 3 of this Resolution.

Outside City Limits Surcharge: Outside City limits set forth in Schedule R-S above shall apply to this special rate schedule.

### C. SCHEDULE GS-S

Designation: Regular General Service

Application: For electric service required for lighting, power and any other purpose for which no specific rate schedule is applicable.

Limitations: Auxiliary or stand-by service or resale not permitted hereunder.

Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth.

Monthly Rate:

Customer Service	\$19.25
Energy, per kWh	\$0.1415

Minimum Bill: \$50.00/Month

Purchased Power Cost Adjustment Charge: Purchased Power Cost Adjustment Charge will be applied as set forth under Section 2 of this Resolution.

Energy Conservation Surcharge: A surcharge for energy conservation will be added to the kWh charges as listed in Section 3 of this Resolution.

Outside City Limits Surcharge: A Surcharge for electric use outside the City of Lake Worth, Florida, municipal limits shall be charged as set forth in Section 4 of this Resolution.

Billing and Payment: Billing procedures and payment requirements shall be as

### D. SCHEDULE GSD-S

Designation: Regular General Service-Demand

Application: The customer who qualifies for service under Schedule GS-S above and has a peak demand of 18 kW or greater for three (3) consecutive months, upon application to the City of Lake worth, may elect to be billed at the following rate:

Limitations: Auxiliary or stand-by service or resale not permitted hereunder.

Service: Single or three phase, 60 cycles and at any available standard Voltage, at the option of the City of Lake Worth.

Monthly Rate:

Customer Service	\$100.00
Demand, per kW	\$14.00
Energy, per kWh	\$0.0895

Minimum Bill: \$140/Month

Purchased Power Cost Adjustment Charge: Purchased Power Cost Adjustment Charge will be applied as set forth under Section 2 of this resolution.

Energy Conservation Surcharge: A surcharge for energy conservation will be added to the kWh charges as listed in Section 3 of this Resolution.

Outside City Limits Surcharge: A Surcharge for electric use outside the City of Lake Worth, Florida, municipal limits shall be charged as set forth in Section 4 of this Resolution.

Billing Demand: The maximum 15 minute measured demand in the month, subject to power factor adjustment.

Power Factor Adjustment: When demand is measured with a kW meter and customer's power factor in any month is below 95% the measured demand may be adjusted to 95% power factor.

Term of Contract: One year and thereafter until terminated at the option of either party by the giving of not less than thirty (30) days advance written notice of the effective date of termination.

E. SCHEDULE L-P

Designation: Private Area Lighting

Application: For year-round outdoor security lighting of yards, driveways, walkways, parking lots and other areas. Lights to be served hereunder shall be at locations that are easily and economically accessible to the City of Lake Worth equipment and personnel for construction and maintenance. Original location of lighting fixtures shall be by mutual agreement and shall not be located so as to create a public nuisance.

Any relocation requested by customer after installation shall be made at customer's expense. All new lighting units provided under this Schedule shall be the high pressure sodium vapor (conservation lighting) type.

Limitations: Auxiliary and stand-by or resale not permitted hereunder.

Service: Service includes lamp renewals, energy from approximately dusk each day until approximately dawn the following day and maintenance of facilities. The City of Lake Worth will replace all burned out lamps and will maintain its facilities during regular daytime working hours as soon as practicable following notification by the customer that such work is necessary. The City of Lake Worth shall be permitted to enter the customer's premises at all reasonable times for the purpose of inspecting, maintaining, installing and removing any or all of its equipment and facilities.

Term of Service: For not less than one (1) year.

Monthly Rates:

DESCRIPTION	UNIT COST/MONTH
175 Watt (7,000 Lumen) Mercury-Vapor Street Light Unit on Existing Pole	\$11.63
400 Watt (20,500 Lumen) Mercury-Vapor Street Light Unit on Existing Pole	\$18.24
1,000 Watt (55,000 Lumen) Mercury-Vapor Street Light Unit on Existing Pole	\$35.89
<b>CONSERVATION LIGHTING</b>	
100 Watt (9,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$9.46
250 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$13.58
360 Watt High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$16.24
400 Watt (50,000 Lumen) High Pressure Sodium Vapor Street Light Unit on existing pole	\$16.33
Wood Pole and span of Overhead Conductors or Pole used only for Light	\$2.55

Concrete Pole and Span of Overhead Conductors or Pole used only for Light	\$3.82
Underground Conductors up to 150 feet	\$1.27
Underground Conductors from 150 feet to 300 feet	\$2.55

The City of Lake Worth, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service and reserves the right to interrupt service at anytime for necessary repairs to lines or equipment.

Purchased Power Costs Adjustment charge: Purchased Power Cost Adjustment Charge will be applied as set forth under Section 2 of this Resolution.

Outside City Limits Surcharge: A Surcharge for electric use outside the City of Lake Worth, Florida, municipal limits shall be charged as set forth in Section 2 of this Resolution.

#### F. SCHEDULE L-S

Designation: Street Lighting

Application: For lighting of public ways and areas. All new lighting units provided under this Schedule shall be the high pressure sodium vapor (conversation) type.

Limitation: Should the City of Lake Worth be required by the customer to replace the street light(s) with a light (or lights) of another type or rating, then the customer may be required to pay the estimated labor, vehicle use and other direct costs involved in replacing the fixtures.

Auxiliary and stand-by or resale not permitted hereunder.

Service: Service includes lamp renewals, energy from approximately dusk each day until dawn the following day and maintenance of City of Lake Worth owned street lighting systems.

Terms of Service: For not less than ten (10) years for City of Lake Worth facilities or customer will be required to pay depreciated cost of installed facilities plus cost of removal.

Monthly Rates:

DESCRIPTION	UNIT COST/MONTH
100 Watts (9,500 Lumen)	

High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$7.48
150 Watts High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$8.89
250 Watt (27,500 Lumen) High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$11.68
360 Watts High Pressure Sodium Vapor Street Light Unit on Existing Pole	\$16.47
400 Watt (50,000 Lumen) High Pressure Sodium Street Light Unit on Existing Pole	\$16.28
Wood Pole and Span Overhead Conductors or pole used only for Light	\$2.55
Concrete Pole and Span of Overhead Conductors or Pole used only for Light	\$3.82
Underground Conductors to 150 feet	\$1.27
Underground Conductors From 150 feet to 300 feet	\$ 2.55

Purchased Power Costs Adjustment charge: Purchased Power Cost Adjustment Charge will be applied as set forth under Section 2 of this Resolution.

Outside City Limits Surcharge: A Surcharge for electric use outside the City of Lake Worth, Florida, municipal limits shall be charged as set forth in Section 3 of this Resolution.

**G. SCHEDULE GS-S Time of Use**

Designation: Regular General Service

Application: For electric service required for lighting, power and any other purpose for which no specific rate schedule is applicable.

Limitations: Auxiliary or stand-by generation service or resale of the electric energy is not permitted hereunder.

Service: Single or three phase, 60 cycles and at any available standard voltage, at the option of the City of Lake Worth.

**RATE**

Service Charge	\$28.97	per month
Energy Charge – On Peak	\$0.279	per kWh



Monthly Rate:

Customer Service	\$130.32	
Demand, per kW	\$7.39	(Based on Monthly Customer Peak)
Energy Charge – On Peak	\$0.256	per kWh
Energy Charge – Off Peak	\$0.066	per kWh

Minimum Bill: \$140.00/Month

Purchased Power Cost Adjustment Charge: Purchased Power Cost Adjustment Charge will be applied as set forth under Section 2 of this resolution.

Energy Conservation Surcharge: A surcharge for energy conservation will be added to the kWh charges as listed in Section 3 of this Resolution.

Outside City Limits Surcharge: A Surcharge for electric use outside the City of Lake Worth, Florida, municipal limits shall be charged as set forth in Section 4 of this Resolution.

Billing Demand: The maximum 15 minute measured demand in the month, subject to power factor adjustment.

Power Factor Adjustment: When demand is measured with a kW meter and customer's power factor in any month is below 95%, the measured demand may be adjusted to 95% power factor.

DETERMINATION OF OFF-PEAK PERIOD

October – May

The off-peak period is defined as the hours between 1:00 p.m. and 6:00 a.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: New Year's Day, Memorial Day, Thanksgiving Day, and Christmas Day.

June – September

The off-peak period is defined as the hours between 7:00 p.m. and 2:00 p.m., Monday through Friday and all day Saturday and Sunday. In addition, the following holidays will also be considered off-peak: Independence Day and Labor Day.

All other hours are considered on-peak hours.

Term of Contract: One year and thereafter until terminated at the option of either party by the giving of not less than thirty (30) days advance written notice of the effective date of termination.

I. SCHEDULE NMR – Net Metering Rate (Effective July 17, 2012)

Eligibility for participation in the net metering program is limited to customers taking bundled service (non-interruptible) from the City. The eligible facilities must be installed on the customer's premises.

The maximum size of electric generators eligible for net metering treatment is listed below:

Residential & Commercial Units – 10 kW or under

To qualify for this Schedule, customer's generation systems will be limited in size, not to exceed the customer's self-service needs. Non-dispatchable generation systems (e.g., wind and solar) shall be sized not to exceed the customer's annual energy needs, measured in kilowatt-hours (kWh).

Monthly Rate

Deliveries from the City to the customer shall be billed in accordance with the standard applicable rate schedules and will exclude the minimum charge established for the applicable rate class.

Section 2. A Purchased Power Cost Adjustment Charge (PCA) shall be established each month for energy sales during that month as follows:

$$\frac{(A-B+C-D)}{E} \times (1+F)$$

where:

- A = The actual purchased power costs for the month and includes power supply from all sources including St. Lucie and FMPA
- B = Purchased Power cost paid in customer rates for month, which is equal to (PCA from last month plus base power costs) divided by 1 plus system loss estimate (7%) times MWh's of purchased power (Purchased power includes power supply from all resources including St. Lucie and FMPA)
- C = Projected power supply cost for up to next twelve months
- D = Projected power supply costs recovered in base rates remainder of year, which is equal to the projected purchased power in MWh's times base rate divided by 1 plus system losses (estimated at 7%)
- E = The projected sales over remainder of year equal to projected MWh's of purchased power divided by 1 plus system losses (estimated at 7%)

F = The contribution factor to the General Fund of the City.

The base power cost included in the base rates is \$ 93.80/MWh.

The purchased power cost adjustment charge will be reconciled periodically but at a minimum of once a year and trued up between estimated billing units defined as MWh's of purchased power divided by 1 plus system losses and actual billing units.

The calculation of the purchased power cost adjustment will be lagging by two months. For example, the power supply for the month of September will be charged to customers beginning in November that year.

Section 3. The above rates are subject to a surcharge for Energy Conservation programs. The surcharge, effective October 1, 2011 for all of the above rates except the net metering rate, and effective July 17, 2012 for the net metering rate, shall be \$0.00195 per kWh and shall be added to all kWh rates listed in the above rate schedules with the exception of street lighting (L-S) and private area lighting (L-P).

Section 4. With respect to any residents, premises and/or users outside the corporate limits of the City of Lake Worth, Florida, where such residents, premises and/or users now or hereafter have or use electrical utility service with the electrical system of the City of Lake Worth, they shall be charged a rate for the electricity they use equal to the charge established for service to the residents, premises and/or users within the City of Lake Worth, Florida, plus any applicable taxes or fees that are required in the Code of Ordinances or Resolutions of the specific jurisdiction in which those accounts reside. Such taxes and fees are collected by the City of Lake Worth and remitted directly to the appropriate County or Municipal entity.

Section 5. Nothing in this Resolution shall prohibit the City of Lake Worth from entering into an agreement to provide electricity and electric utility services to or within any unit of government or governmental subdivision with terms and conditions other than contained herein.

Section 6. All Resolutions or parts of Resolutions in conflict herewith are expressly repealed.

Section 7. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the resolution which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are declared severable.

Section 8. This Resolution shall be in effect for billings issued on or after October 1, 2011; however, the net metering rates specifically shall be in effect for billing issued on or after July 17, 2012.

The passage of this Resolution was moved by Vice Mayor Maxwell, seconded by Commissioner McVoy, and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo	AYE
Vice Mayor Scott Maxwell	AYE
Commissioner Christopher McVoy	AYE
Commissioner Andy Amoroso	AYE
Commissioner Suzanne Mulvehill	AYE

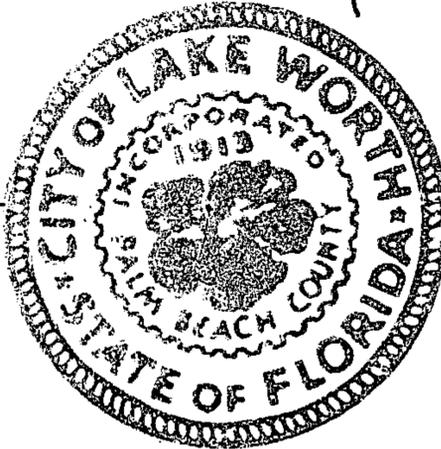
The Mayor thereupon declared this Resolution duly passed and adopted this 17<sup>th</sup> day of July, 2012.

LAKE WORTH CITY COMMISSION

By:   
Pam Triolo, Mayor

ATTEST:

  
Pamela J. Lopez, City Clerk



RESOLUTION NO. 15-2019 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ADOPTING A MORATORIUM ON ALLOWING NEW PARTICIPANTS IN THE CITY'S NET METERING PROGRAM FOR CUSTOMER-OWNED RENEWABLE GENERATION IN ORDER TO BRING THE PROGRAM INTO COMPLIANCE WITH STATE LAW; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth, Florida (the "City") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, pursuant to section 366.91(6), Florida Statutes, the City is required to develop a standardized interconnection agreement and net metering program for customer-owned renewable generation;

WHEREAS, since approximately 2009, the City has developed and maintained a Net Metering program for its residential and commercial electric utility customers (the "Program");

WHEREAS, the Program has been re-adopted each year in the City's annual rate resolution governing the Electric Utility with the most recent adoption being Resolution No. 71-2018;

WHEREAS, even though the Program has been in existence since approximately 2009, there is no record of the City developing and adopting an interconnection agreement for the Program as required by section 366.91(6), Florida Statutes;

WHEREAS, commonly used interconnection agreements for Net Metering programs in Florida typically include provisions which serve to limit the size of customer-owned generation systems (e.g., governed by tier limitations); ensure that customer-owned equipment is certified for continuous interactive operation with the electric utility's distribution system and in a manner that does not jeopardize the safety of utility personnel/members of the public; require on-going periodic inspections to ensure the systems are maintained in accordance with manufacturers' instructions; and, ensure the systems have correct disconnect switches and are not modified without prior approval of the utility;

WHEREAS, commonly used interconnection agreements for Net Metering programs in Florida also typically include provisions which indemnify the utility; limit the utility's liability and place insurance requirements on larger-sized systems;

WHEREAS, since the City's Electric Utility service area extends outside the City's municipal boundaries, the City's interconnection agreements also need to address a

process for those Program participants who would have their renewable-generation systems permitted by another agency (e.g., Palm Beach County or the Village of Palm Springs);

WHEREAS, without the required interconnection agreements the City is not in compliance with Florida law and does not have any contractual provisions to protect and/or limit the City's and/or the City's Electric Utility system from risk under the Program;

WHEREAS, in order for the City to adopt the interconnection agreements, City staff needs time to prepare such agreements, evaluate the proposed agreements consistent with best practices, obtain approval of the agreements and have all current Program participants execute the same;

WHEREAS, a temporary moratorium of four (4) months on new Program participants after the effective date of this Resolution will allow City staff a sufficient period of time to prepare, evaluate, obtain approval of and implement the required interconnection agreements for the Program;

WHEREAS, while the current Program participants will be required to sign the adopted interconnection agreements, the City wants to maintain the status quo of the Program for the current Program participants until the interconnection agreements are adopted;

WHEREAS, the City Commission finds this moratorium imposes a reasonable duration intended to give the City time to have the interconnection agreements prepared, adopted and executed for the Program; and,

WHEREAS, the City Commission finds this resolution serves a valid public purpose and is in the best interest of the public health, safety and general welfare of the City and its Electric Utility.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA:**

Section 1. Findings and Declarations: The City Commission finds and declares that:

1. All of the recitals set forth above are true and correct statements and are the legislative findings of the City Commission.
2. It is in the City's interest, the public interest and required by law for the City to develop and adopt interconnection agreements for the City's Net Metering Program and for all participants to execute the same.
3. There is an immediate need to adopt a moratorium on the allowance of new Net Metering Program participants until the adoption and execution of interconnection agreements.

Section 2. Intent. It is the intent and purpose of this resolution to protect the health, safety, and general welfare of the City of Lake Worth Beach; to provide for the City's compliance with section 366.91(6), Florida Statutes; and, to maintain the current status of the City's Net Metering Program until the adoption of the interconnection agreements and execution by all current Net Metering Program participants.

Section 3. Moratorium imposed; applicability. The City Commission hereby imposes a moratorium upon the allowance, acceptance, authorization and/or entrance of new participants in the City of Lake Worth Beach Net Metering Program for a period of four (4) months from the effective date of this resolution in order to facilitate the development, adoption and execution of interconnection agreements. The moratorium will not apply to current Net Metering Program participants or the City's Electric Utility customers who have submitted a written application to their applicable permitting agency with all necessary building plans to authorize the installation of a renewable generation system as of April 30, 2019. During the effective period of this resolution, all other resolutions of the City of Lake Worth Beach or portions thereof in conflict with this resolution are declared to be suspended to the extent of such conflict. This resolution shall be applicable to all customers of the City of Lake Worth Beach Electric Utility including all such customers within the City of Lake Worth Beach's Electric Utility service area and any other customer seeking service from the City of Lake Worth Beach Electric Utility. This Resolution shall be provided to Palm Beach County and the Village of Palm Springs to make those permitting agencies aware of the temporary moratorium on new participants in the City's Net Metering Program.

Section 5. Term. The moratorium imposed by this resolution is temporary and, unless dissolved earlier by the City Commission, shall automatically dissolve in four (4) months from the effective date unless extended. This moratorium may be reasonably extended, if necessary, by resolution of the City Commission.

Section 6. Early termination. The moratorium imposed by this resolution may terminate prior to its four (4) month period upon passage of a resolution adopting the interconnection agreements and timeframe for execution by the current Net Metering Program participants, provided:

1. Specific language terminating the moratorium is contained within said enacted resolution; or
2. The passage of resolution providing for the termination of the moratorium by the City Commission.

Section 7. Recommendations for Interconnection Agreements. City staff is hereby directed to research, develop and draft appropriate interconnection agreements for the City's Net Metering Program with such recommended agreements being delivered to the City Commission for consideration.

Section 8. Severability. If any section, subsection, sentence, clause, phrase or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 9. Effective Date. This resolution shall become effective upon its passage.

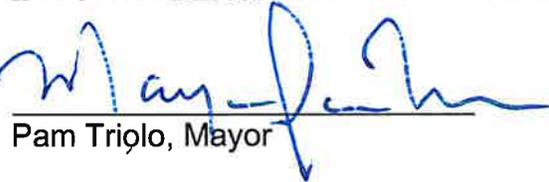
The passage of this resolution was moved by Commissioner Maxwell, seconded by Vice Mayor Amoroso as amended, and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo	AYE
Vice Mayor Andy Amoroso	NAY
Commissioner Scott Maxwell	NAY
Commissioner Omari Hardy	AYE
Commissioner Herman Robinson	AYE

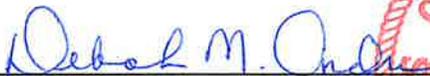
The Mayor thereupon declared this resolution duly passed and adopted on the 30<sup>th</sup> day of April, 2019.

LAKE WORTH BEACH CITY COMMISSION

By:

  
Pam Triolo, Mayor

ATTEST:

  
Deborah M. Andrea, City Clerk



RESOLUTION NO. 21-2019 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, ADOPTING RULES AND REGULATIONS FOR INTERCONNECTION UNDER THE CITY'S NET METERING PROGRAM FOR CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth, Florida (the "City") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, pursuant to section 366.91(6), Florida Statutes, the City is required to develop a standardized interconnection agreement and net metering program for customer-owned renewable generation;

WHEREAS, since approximately 2009, the City has developed and maintained a Net Metering program for its residential and commercial electric utility customers (the "Program");

WHEREAS, the Program has been re-adopted each year in the City's annual rate resolution governing the Electric Utility with the most recent adoption being Resolution No. 71-2018;

WHEREAS, in Resolution 34-2012 (dated July 17, 2012), the City set certain size limitations on customer-owned renewable generation systems participating in the Program;

WHEREAS, even though the Program has been in existence since approximately 2009, there is no record of the City developing and adopting an interconnection agreement for the Program as required by section 366.91(6), Florida Statutes;

WHEREAS, commonly used interconnection agreements for Net Metering programs in Florida typically include provisions which serve to limit the size of customer-owned generation systems (e.g., governed by tier limitations); ensure that customer-owned equipment is certified for continuous interactive operation with the electric utility's distribution system and in a manner that does not jeopardize the safety of utility personnel/members of the public; require on-going periodic inspections to ensure the systems are maintained in accordance with manufacturers' instructions; and, ensure the systems have correct disconnect switches and are not modified without prior approval of the utility;

WHEREAS, commonly used interconnection agreements for Net Metering programs in Florida also typically include provisions which indemnify the utility; limit the utility's liability and place insurance requirements on larger-sized systems;

WHEREAS, since the City's Electric Utility service area extends outside the City's municipal boundaries, the City's interconnection agreements also need to address a process for those Program participants who would have their renewable-generation systems permitted by another agency (e.g., Palm Beach County or the Village of Palm Springs);

WHEREAS, without the required interconnection agreement the City is not in compliance with Florida law and does not have any contractual provisions to protect and/or limit the City's and/or the City's Electric Utility system from risk under the Program;

WHEREAS, in order for the City to adopt an interconnection agreement, reasonable rules and regulations need to be established for the Customers' systems;

WHEREAS, the rules and regulations attached to this resolution and incorporated herein reiterate limitations placed on the Customers' system in Resolution No. 34-2012;

WHEREAS, the rules and regulations address the existing Net Metering participants' systems and grandfather those systems in to the extent they are non-conforming with the rules regarding limitations on the systems' Gross Power Rating and annual production limit;

WHEREAS, the rules and regulations incorporate a standard application for all participants to complete and submit and a standard interconnection agreement for all participants to execute;

WHEREAS, the City Commission finds this resolution imposes reasonable rules and regulations on for the interconnection of customer-owned renewable generation systems to the City's electric system; and,

WHEREAS, the City Commission finds this resolution serves a valid public purpose and is in the best interest of the public health, safety and general welfare of the City and its Electric Utility.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA:**

Section 1. Findings and Declarations: The City Commission finds and declares that:

1. All of the recitals set forth above are true and correct statements and are the legislative findings of the City Commission.
2. It is in the City's interest, the public interest and required by law for the City to develop and adopt interconnection agreements for the City's Net Metering Program and for all participants to execute the same.
3. There is an immediate need to adopt reasonable rules and regulations regarding the interconnection of customer-owned renewable generation systems to the City's electric system.

Section 2. Intent. It is the intent and purpose of this resolution to protect the health, safety, and general welfare of the City of Lake Worth Beach; and, to provide for the City's compliance with section 366.91(6), Florida Statutes.

Section 3. Rules and Regulations Adopted. The City Commission hereby adopts the attached Rules and Regulations for the interconnection of customer-owned renewable generation systems to the City's electric system including the incorporated standard application and standard interconnection agreement. All current and future participants in the City's Net Metering Program must complete and submit an application, submit the required documentation and execute the standard interconnection agreement. For current participants, the completed application, required documentation and executed interconnection agreement must be submitted to the City by August 30, 2019. Failure to do so will result in the participant being removed from the Program.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

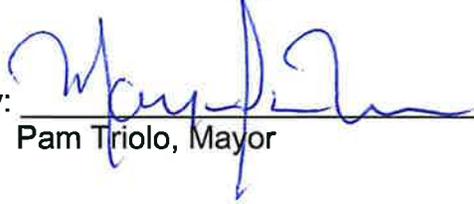
Section 5. Effective Date. This resolution shall become effective upon its passage.

The passage of this resolution was moved by Vice Mayor Amoroso, seconded by Commissioner Robinson, and upon being put to a vote, the vote was as follows:

Mayor Pam Triolo	AYE
Vice Mayor Andy Amoroso	AYE
Commissioner Scott Maxwell	ABSENT
Commissioner Omari Hardy	NAY
Commissioner Herman Robinson	AYE

The Mayor thereupon declared this resolution duly passed and adopted on the 4<sup>th</sup> day of June, 2019.

LAKE WORTH BEACH CITY COMMISSION

By:   
Pam Triolo, Mayor

ATTEST:

  
Deborah M. Andrea, City Clerk



# CITY OF LAKE WORTH BEACH ELECTRIC UTILITY NET METERING PROGRAM

## RULES AND REGULATIONS FOR CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS AND INTERCONNECTION

The City of Lake Worth Beach Electric Utility ("City") offers a Net Metering Program for Customer-Owned Renewable Generation Systems ("Program"). The primary goal of the Program is to promote the use of renewable generation installed at the Customer's site to offset part or all of the Customer's electric needs. Any excess energy generated by the Customer-Owned Renewable Generation System ("System") and not used by the Customer can be delivered to the City's electric system. Annually, the City will set by resolution all applicable Net Metering rates to be paid to Program participants including the rate(s) to be paid for the delivery of excess energy to the City's system. **All rates are subject to change.**

In order to participate in the Program, a Customer must:

1. Be both the owner of the parcel upon which the System is located (according to the Palm Beach County Property Appraiser) and a customer of the City's electric utility taking bundled (non-interruptible) service. The electric utility account must be in and be maintained in the owner's name and all documentation submitted must match the owner's name);
2. Complete the Application for Interconnection (which is attached hereto and incorporated herein) and submit it to the City along with:
  - A. all applicable fees (if required);
  - B. a completed IRS form W-9;
  - C. a certified signed and sealed statement from a currently licensed Florida Professional Engineer attesting to the maximum Gross Power Rating (GPR) expressed in kilowatts (kW) and maximum annual electricity production expressed in kilowatt hour (kWh) production for the System annually over a period of at least the first 20 years of life of the System;
  - D. a copy of the Customer's contractual documents for the purchase of the System, with redaction of pricing and financing terms redacted if so desired by Customer; and,
  - E. a signed Interconnect Agreement.
3. Obtain written approval of the Customer's application from the City;
4. Obtain all necessary permits from the local building code department for the installation of the Customer's System (if the permitting agency is the Village of Palm Springs or Palm Beach County, a copy of the plans submitted must be provided to the City in an electronic format);
5. Install the System and receive a certificate of completion (or other proof of completion) from the local building code department and submit the same to the City;
6. Provide the City with at least thirty (30) days' prior written notice of the date and time

the Customer plans to place the Customer's System in service, during which time the City may at its sole discretion inspect Customer's System for compliance with its Application for Interconnection, Rules and Regulations, and Interconnection Agreement prior to providing its written approval for Customer to commence operation of Customer's System interconnected to City's electric system in any manner directly or indirectly;

7. If not readily accessible, provide access to the City to install the necessary net metering equipment and/or inspect the Customer's installed System; and,
8. Obtain written approval from the City for the interconnection of the Customer's System to the City's electric system and a fully executed copy of the Interconnection Agreement. The fully executed copy of the Interconnection Agreement is the City's authorization for the Customer to commence operation of its System as a participant in the City's Net Metering Program.

The following provides general information on the Program and Customers' participation:

#### **Customer-Owned Renewable Generation Systems:**

**Customer-Owned Renewable Generation Systems** (System or Systems) are defined as an electric generating system (or combination of systems) located on a Customer's parcel that is intended to offset part or all of a Customer's electricity requirements with renewable energy. Renewable energy as defined in Section 377.803, Florida Statutes, means energy produced from a method that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power. Customers may contract for the purchase, lease, operation, or maintenance of their System with a third party. Lease terms shall not result in the retail purchase or retail sale of electricity from the System. For each meter that is Net Metered under the City's Net Metering Program on a Customer's parcel, the City must have a completed application, the required documentation and a fully executed Interconnection Agreement.

#### **Gross Power Rating (GPR) and Size Limitations:**

1. The Gross Power Rating (GPR) of the Customer's System means the total manufacturer's AC nameplate generating capacity of the System that will be interconnected to and operated in parallel with City's electric system. For inverter-based Systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 to account for losses during the conversion from DC to AC.
2. The GPR shall not exceed ninety percent (90%) of the Customer's electric distribution service rating. If the GPR does exceed the ninety percent (90%) limit, the Customer shall be responsible for all costs associated with upgrading the distribution service to ensure the ninety percent (90%) limit is not exceeded.
3. The Program is applicable to Customer Systems with a GPR up to and including 10 kW. In no case shall a System with a GPR greater than 10kW be allowed to interconnect with the City's electric system under the Program.

***A Customer is not authorized to have a System(s) with a GPR of more than 10kW.***

4. All Systems shall be sized to have an annual production limit not to exceed the Customer's most recent actual annual energy consumption measured in kilowatt hour (kWh) (AC). The Customer shall provide proof of compliance with this size limitation by submission of a signed and sealed

statement from a currently licensed Florida Professional Engineer attesting to the annual kWh production of the System.

5. The Program is on a first-offered, first-accepted basis and is subject to diminution and/or rejection by the City in the event that the total amount of electricity delivered to the City's electric system from all Program participants exceeds one and one-half percent (1.5%) of the aggregate City electric system peak demand.

#### **Application Fees:**

The City does not charge an application fee for the Program. There is also no charge to the Customer for the installation of metering required to measure the energy delivered to the Customer and the excess energy delivered by the Customer's System to the City's electric system. However, if during the City's review of a Customer's application, the City determines the City's electric system will need to be revised and/or upgraded to accommodate the interconnection of the Customer's System, the Customer shall be responsible for all costs associated with revising and/or upgrading the City's electric system. The City will endeavor to provide such costs to the Customer prior to the City approving the Customer's application.

The Application attached hereto is incorporated by reference into these Rules and Regulations.

#### **Islanding:**

For safety reasons the Customer's System shall not energize the City's electric system when the City's electric system is de-energized at the Customer's service point. There shall be no intentional islanding, as described in the Institute of Electric and Electronic Engineers (IEEE) Standard 1547, between the Customer's System and the City's electric system.

#### **External Disconnect Switch:**

For all Systems, the City requires an isolation device per IEEE 1547.2003. The isolation device shall be a manual disconnect switch of the visible load break type. The switch must be externally visible and readily accessible to City personnel. The device shall be located adjacent to, but separate from, the meter. The switch must be capable of being locked in the off position with a City lock.

#### **Standards, Codes and Inspections:**

1. Inverters:

For inverter based Systems, the inverter must be listed and in compliance with Underwriters Laboratory (UL) 1741, Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Systems. Utility-interactive inverters that pass the tests of UL 1741 will be considered as non-islanding inverters and will comply with the IEEE 1547.2003 interconnection standard.

2. System Installations:

The Customer certifies and must submit documentation that the System complies with the following standards:

- a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
- b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
- c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- d. The applicable National Electric Code, state and/or local building codes, mechanical codes and electrical codes.
- e. The manufacturer's installation, operation and maintenance instructions.

3. Inspections:

- a. The Customer must have the System installation inspected and approved by the local building code authority having jurisdiction (i.e., the City of Lake Worth Beach, the Village of Palm Springs or Palm Beach County). Proof of the inspection and approval must be provided prior to the City installing the net metering equipment and/or the City executing the Interconnection Agreement. If the local building code authority is the Village of Palm Springs or Palm Beach County, the Customer must submit a copy of its building plans to the City in an electronic format.
- b. The City reserves the right to inspect the System installation prior to parallel operation with the City's electric system. The inspection is to ensure compliance with the standards, terms and conditions of the City's Interconnection Agreements and City's Rules and Regulations for Customer-Owned Renewable Generation Systems and Interconnection. The City also reserves the right to inspect the System at any time after approval and interconnection with the City's electric system to ensure compliance with the standards, terms and conditions of the Interconnection Agreement, and may order or effect a System to be isolated immediately from the City's electric system upon a finding of non-compliance. Further, after approval of a Customer's System, the City reserves the right to obtain copies of, and/or be provided with access to, current data showing the actual GPR and/or annual production of a Customer's System. This may include access to the actual System and/or copies/access to the Customer's web portal documenting the System's GPR and/or annual production. Failure to provide copies and/or access to such data within ten (10) days of the City's request will result in the Customer being removed from the Program.
- c. In no case shall the System be operated in parallel with the City's electric system without the written approval of the City.
- d. The Customer is responsible for ensuring that the System is inspected, maintained and tested regularly in accordance with the manufacturer's recommendations to ensure proper and safe operation.
- e. The City will not inspect, maintain or advise the Customer on the maintenance or operation of the System other than ensuring proper interconnection operation with the City's system.

**Insurance:**

The City does not require specific insurance coverage. However, it is strongly encouraged that the Customer maintain general liability insurance for personal injury and property damage for not less than one hundred thousand dollars (\$100,000).

**Notice to the City of Changes:**

Participants in the Program are required to provide advanced written notice to the City, and obtain approval of the City, of the following changes:

1. Changes to the System that involve replacing inverter(s) and/or solar panels that will cause an increase its GPR and/or annual production of kWh above what was represented in the certified signed and sealed statement from a licensed Florida Professional Engineer attesting to the maximum GPR and maximum annual electricity production for the System as submitted to obtain the Interconnection Agreement. The notice must be provided at least thirty (30) days prior to the work being performed to change the System. Depending on the change to be made, the City may require a new application, Interconnection Agreement and/or further documentation from the Customer prior to the work being performed.
2. Change in ownership of the System and Customer account. The notice must be provided prior to change in ownership or change to the account. The new owner will be required to apply to be a Program participant and enter a new Interconnection Agreement with the City.

**Grandfathered Systems:**

All rules and regulations set forth herein apply to all current and future Customers participating in the City's Net Metering Program, until otherwise amended. However, all Customers participating in the City's Net Metering Program as of April 30, 2019 (including those Customers who submitted a written application to their applicable permitting agency with necessary building plans to authorize the installation of a System as of April 30, 2019) shall be considered grandfathered into the Net Metering Program ("Grandfathered Systems") without a requirement that they make their Systems conform to the rules and regulations set forth herein which provide a limit on their System's annual production and GPR. However, if a Grandfathered System has an existing GPR of 10kW or more, the Grandfathered System is prohibited from increasing or expanding its existing GPR. Further, if a Grandfathered System has an existing annual production which exceeds the Customer's most recent actual annual energy consumption measured in kWh (AC), the Grandfathered System is prohibited from increasing or expanding its size and/or annual production.

The City reserves the right to require the Customer responsible for a Grandfathered System to install an external disconnect switch (at the Customer's expense) if the City has a reasonable concern regarding the safety of the Customer's Grandfathered System and/or the safety of the City's electric system, its personnel, third parties and/or the public as it relates to the Customer's Grandfathered System. All Customers with Grandfathered Systems shall be required to sign an Interconnection Agreement and are subject to all terms and conditions in the Interconnection Agreement and Applicable Laws except where specifically stated otherwise. Failure to sign an Interconnection Agreement by August 30, 2019 will result in the City discontinuing the Customer's participation in the City's Net Metering Program and disconnection of the Customer's System from interconnection with the City's System. The Customers with Grandfathered Systems are required to complete an application and submit all existing documentation on their System to the City for formal documentation of their Grandfathered System's annual production and GPR by August 30, 2019; however, a certified statement on the System's annual

production from a Florida Professional Engineer is not required. The City may request further documentation from the Customer if the City has a reasonable concern regarding the safety of the Customer's Grandfathered System and/or the safety of the City's electric system, its personnel and/or the public as it relates to the Customer's Grandfathered System. All other rules and regulations set forth herein shall be applicable to the Grandfathered Systems.

If a Customer with a Grandfathered System is removed from the Net Metering Program, the Grandfathered System will lose its grandfathered status. Participation in the Net Metering Program thereafter will require the Customer to bring the System into conformance with all requirements of the City's Rules and Regulations for Customer-Owned Renewable Generation Systems and Interconnection.

**Attachments:**

Application

Interconnection Agreement

RESOLUTION NO. 45-2019 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE RATES AND CREDITS FOR NET METERING ACCOUNTS; CREATING THE BILLING PROCEDURE FOR NET METERING ACCOUNTS; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Worth, Florida (the "City") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes;

WHEREAS, pursuant to section 366.91(6), Florida Statutes, the City is required to develop a standardized interconnection agreement and net metering program for customer-owned renewable generation;

WHEREAS, since approximately 2009, the City has developed and maintained a net metering program for its residential and commercial electric utility customers (the "Program");

WHEREAS, the rates and credits paid under the Program have been adopted each year in the City's annual rate resolution governing the Electric Utility with the most recent adoption being City Resolution No. 71-2018;

WHEREAS, on April 30, 2019, the City Commission adopted Resolution No. 15-2019 establishing a four (4) month moratorium on new Program participants in order for the City to prepare and adopt the required interconnection agreement;

WHEREAS, on June 4, 2019, the City Commission adopted Resolution No. 21-2019 adopting rules and regulations for interconnection which included the required interconnection agreement;

WHEREAS, on July 23, 2019, after the deferral of the matter due to a conflict of interest issue, the Electric Utility Advisory Board (EUAB) conducted a workshop to discuss the City's Program and the rates and credits paid under the Program;

WHEREAS, on July 30, 2019, the City Commission heard a presentation from the Electric Utility on the City's Program and the rates and credits paid under the Program; heard public comment on the same; and, engaged in a discussion of the issues;

WHEREAS, based on the EUAB's workshop and the City Commission's discussion, revisions to the City's Program rates, credits and billing procedure are being proposed;

WHEREAS, the proposed revisions are based in part on the City's commitment and statutory requirement to provide the Program for customer-owned renewable generation while maintaining its duty to establish just and equitable rates to be paid to the City for the use of the Electric Utility by each person, firm or corporation whose premises are served thereby;

WHEREAS, the proposed revisions are also based in part on public utilities' and municipal-owned utilities' practices with regards to excess energy received from customer-owned renewable generation while recognizing the financial investment made by existing Program participants and the need for the City's continued investment in its electric system;

WHEREAS, the City continues its commitment to promote, encourage and expand use of renewable energy resources, energy conservation and efficiency measures through the maintenance of the Program and the expansion of the City's acquisition of electrical energy from carbon-free sources with a projected calendar year 2024 goal of 58% of its electrical energy from carbon-free sources; and,

WHEREAS, the City Commission finds that the revisions to the Program rates set forth herein serve a valid public purpose and are in the best interests of the Electric Utility and all its utility customers.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:

**Section 1.** The foregoing recitals are hereby incorporated into this resolution as true and correct statements.

**Section 2.** The following shall apply to all Net Metering Accounts of the City's Electric Utility under its Net Metering Program:

**Section A. Definitions:** For the purpose of this resolution, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural in the present tense include the future, words in the plural include the singular, and words in the singular include the plural.

1. "Wholesale avoided energy cost rate" means the rate calculated annually that is based upon the City's actual cost of energy.

2. "Net Metering Accounts" are those customer accounts with the City's Electric Utility where the customer has applied to the City's Electric Utility; installed a Customer-Owned Renewable Generation System (as defined in the Net Metering Program Rules and Regulations); executed a City Interconnection Agreement; has been approved by the Electric Utility for interconnection with the City's electric system; and, remains in compliance with the City's Net Metering Program.
3. "Net Metering Program" or "Program" is the City's program for Customer-Owned Renewable Generation Systems connected to the City's electric system, which is governed by rules and regulations as established in City Resolution No. 21-2019 (June 4, 2019).

Section B. Net Metering Account Billing: Net Metering Accounts shall be billed for customer's consumption and credited for its excess customer-owned renewable generation as follows:

1. Electric energy produced by a Net Metering Account shall first be used to offset that customer's consumption of City electric power. Any kWh of electric energy produced by the Net Metering Account that is not consumed by that customer shall be deemed as "excess customer-owned renewable generation."
2. After offsetting the customer's consumption for City electric power, the Net Metering Account shall be billed for the amount of City electric power delivered to customer by the City during the billing period in accordance with the applicable rate schedule. Excess customer-owned renewable generation shall be purchased by the City in the form of an energy credit on the customer's subsequent monthly energy bill.
3. Excess energy credits produced pursuant to the preceding sentence shall accumulate and be used to offset customer's energy consumption for a period of no more than twelve (12) months. After the last billing cycle of each calendar year, any unused excess energy credits shall be paid by the City to the customer at the City's wholesale avoided energy cost rate along which shall include the applicable delivery voltage adjustment set forth below in Section D.
4. In the event that a Net Metering Account is closed, any of the customer's unused excess energy credits shall be paid to the customer at the last known address or forwarding address by check. Unused excess energy credits shall be paid by the City to the customer at the City's wholesale avoided energy cost rate which shall include the applicable delivery voltage adjustment set forth below in Section D.
5. Regardless of whether any excess energy customer-owned renewable generation is delivered to the City's electric system in a given billing cycle, Net Metering Account customers shall be required to pay the greater of: (1) the Minimum Bill charge as stated in the applicable rate schedule; or, (2) all other charges in the customer's applicable rate schedule including the customer charge.

Section C. Net Metering Account Schedules: The following schedules shall be the rates charged and the regulations imposed by the City of Lake Worth Beach, Florida, on all

electric power sold by the City of Lake Worth Beach, Florida, to Net Metering Accounts for lighting, heating and power purposes, to wit:

1. Rates for Net Metering Accounts Regular Residential Electric (Schedule NR-S): In accordance with the Net Metering Account Billing procedure set forth above, a Net Metering Account customer served under this schedule is responsible for all applicable monthly charges from the City's Regular Residential Electric rate schedule (Schedule R-S).
2. Rates for Net Metering Accounts Commercial Service (Schedule NC-S): In accordance with the Net Metering Account Billing procedure set forth above, a Net Metering Account customer served under this schedule is responsible for all applicable monthly charges from the City's Commercial Service Electric schedule (Schedule C-S).
3. Rates for Net Metering Accounts Demand Commercial Service (Schedule NCD-S): In accordance with the Net Metering Account Billing procedure set forth above, a Net Metering Account customer served under this schedule is responsible for all applicable monthly charges from the City's Demand Commercial Service Electric schedule (Schedule CD-S).

Section D. Delivery Voltage Adjustment: In accordance with the Net Metering Account Billing procedures set forth above, after the last billing cycle of each calendar year or when a Net Metering Account closes, the City shall purchase a Net Metering Account's excess energy credits at the City's wholesale avoided energy cost rate which shall include the following delivery voltage adjustment (as applicable):

Delivery Voltage Adjustment:

<u>Delivery Voltage</u>	<u>Adjustment Factor</u>
Transmission Voltage Delivery	1.0000
Primary Voltage Delivery	1.0110
Secondary Voltage Delivery	1.0325

Specifically, the calculation for the above payment shall be the Net Metering Account's excess energy credits (in kWh) multiplied by the applicable Delivery Voltage Adjustment (above) multiplied by the City's wholesale avoided energy cost rate to equal the payment to the Net Metering Account customer.

**Section 3.** All resolutions to the extent in conflict with this Resolution are hereby repealed but only to the extent of the conflict including Resolution No. 71-2018. The remainder of said resolutions, including Resolution No. 71-2018, not in conflict with this Resolution shall remain in full force and effect.

**Section 4.** This resolution shall become effective upon its adoption.

The passage of this resolution was moved by Commissioner Maxwell and

seconded by Vice Mayor Amoroso, and upon being put to a vote, the vote was as follows:

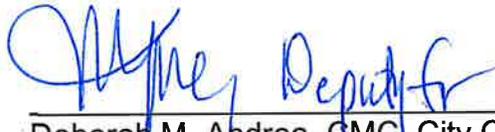
Mayor Pam Triolo	AYE
Vice Mayor Andy Amoroso	AYE
Commissioner Scott Maxwell	AYE
Commissioner Omari Hardy	NAY
Commissioner Herman Robinson	AYE

The Mayor thereupon declared this resolution duly passed and adopted on this 27<sup>th</sup> day of August 2019.

LAKE WORTH BEACH CITY COMMISSION

By:   
Pam Triolo, Mayor

ATTEST:

  
Deborah M. Andrea, CMC, City Clerk



# CITY OF LAKE WORTH BEACH ELECTRIC UTILITY NET METERING PROGRAM

## RULES AND REGULATIONS FOR CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS AND INTERCONNECTION

The City of Lake Worth Beach Electric Utility (“City”) offers a Net Metering Program for Customer-Owned Renewable Generation Systems (“Program”). The primary goal of the Program is to promote the use of renewable generation installed at the Customer’s site to offset part or all of the Customer’s electric needs. Any excess energy generated by the Customer-Owned Renewable Generation System (“System”) and not used by the Customer can be delivered to the City’s electric system. Annually, the City will set by resolution all applicable Net Metering rates to be paid to Program participants including the rate(s) to be paid for the delivery of excess energy to the City’s system. **All rates are subject to change.**

In order to participate in the Program, a Customer must:

1. Be both the owner of the parcel upon which the System is located (according to the Palm Beach County Property Appraiser) and a customer of the City’s electric utility taking bundled (non-interruptible) service. The electric utility account must be in and be maintained in the owner’s name and all documentation submitted must match the owner’s name);
2. Complete the Application for Interconnection (which is attached hereto and incorporated herein) and submit it to the City along with:
  - A. all applicable fees (if required);
  - B. a completed IRS form W-9;
  - C. a certified signed and sealed statement from a currently licensed Florida Professional Engineer attesting to the maximum Gross Power Rating (GPR) expressed in kilowatts (kW) and maximum annual electricity production expressed in kilowatt hour (kWh) production for the System annually over a period of at least the first 20 years of life of the System;
  - D. a copy of the Customer’s contractual documents for the purchase of the System, with redaction of pricing and financing terms redacted if so desired by Customer; and,
  - E. a signed Interconnect Agreement.
3. Obtain written approval of the Customer’s application from the City;
4. Obtain all necessary permits from the local building code department for the installation of the Customer’s System (if the permitting agency is the Village of Palm Springs or Palm Beach County, a copy of the plans submitted must be provided to the City in an electronic format);
5. Install the System and receive a certificate of completion (or other proof of completion) from the local building code department and submit the same to the City;
6. Provide the City with at least thirty (30) days’ prior written notice of the date and time

the Customer plans to place the Customer's System in service, during which time the City may at its sole discretion inspect Customer's System for compliance with its Application for Interconnection, Rules and Regulations, and Interconnection Agreement prior to providing its written approval for Customer to commence operation of Customer's System interconnected to City's electric system in any manner directly or indirectly;

7. If not readily accessible, provide access to the City to install the necessary net metering equipment and/or inspect the Customer's installed System; and,
8. Obtain written approval from the City for the interconnection of the Customer's System to the City's electric system and a fully executed copy of the Interconnection Agreement. The fully executed copy of the Interconnection Agreement is the City's authorization for the Customer to commence operation of its System as a participant in the City's Net Metering Program.

The following provides general information on the Program and Customers' participation:

#### **Customer-Owned Renewable Generation Systems:**

**Customer-Owned Renewable Generation Systems** (System or Systems) are defined as an electric generating system (or combination of systems) located on a Customer's parcel that is intended to offset part or all of a Customer's electricity requirements with renewable energy. Renewable energy as defined in Section 377.803, Florida Statutes, means energy produced from a method that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power. Customers may contract for the purchase, lease, operation, or maintenance of their System with a third party. Lease terms shall not result in the retail purchase or retail sale of electricity from the System. For each meter that is Net Metered under the City's Net Metering Program on a Customer's parcel, the City must have a completed application, the required documentation and a fully executed Interconnection Agreement.

#### **Gross Power Rating (GPR) and Size Limitations:**

1. The Gross Power Rating (GPR) of the Customer's System means the total manufacturer's AC nameplate generating capacity of the System that will be interconnected to and operated in parallel with City's electric system. For inverter-based Systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 to account for losses during the conversion from DC to AC.
2. The GPR shall not exceed ninety percent (90%) of the Customer's electric distribution service rating. If the GPR does exceed the ninety percent (90%) limit, the Customer shall be responsible for all costs associated with upgrading the distribution service to ensure the ninety percent (90%) limit is not exceeded.
3. The Program is applicable to Customer Systems with a GPR up to and including 10 kW. In no case shall a System with a GPR greater than 10kW be allowed to interconnect with the City's electric system under the Program.

#### **A Customer is not authorized to have a System(s) with a GPR of more than 10kW.**

4. All Systems shall be sized to have an annual production limit not to exceed the Customer's most recent actual annual energy consumption measured in kilowatt hour (kWh) (AC). The Customer shall provide proof of compliance with this size limitation by submission of a signed and sealed

statement from a currently licensed Florida Professional Engineer attesting to the annual kWh production of the System.

5. The Program is on a first-offered, first-accepted basis and is subject to diminution and/or rejection by the City in the event that the total amount of electricity delivered to the City's electric system from all Program participants exceeds one and one-half percent (1.5%) of the aggregate City electric system peak demand.

#### **Application Fees:**

The City does not charge an application fee for the Program. There is also no charge to the Customer for the installation of metering required to measure the energy delivered to the Customer and the excess energy delivered by the Customer's System to the City's electric system. However, if during the City's review of a Customer's application, the City determines the City's electric system will need to be revised and/or upgraded to accommodate the interconnection of the Customer's System, the Customer shall be responsible for all costs associated with revising and/or upgrading the City's electric system. The City will endeavor to provide such costs to the Customer prior to the City approving the Customer's application.

The Application attached hereto is incorporated by reference into these Rules and Regulations.

#### **Islanding:**

For safety reasons the Customer's System shall not energize the City's electric system when the City's electric system is de-energized at the Customer's service point. There shall be no intentional islanding, as described in the Institute of Electric and Electronic Engineers (IEEE) Standard 1547, between the Customer's System and the City's electric system.

#### **External Disconnect Switch:**

For all Systems, the City requires an isolation device per IEEE 1547.2003. The isolation device shall be a manual disconnect switch of the visible load break type. The switch must be externally visible and readily accessible to City personnel. The device shall be located adjacent to, but separate from, the meter. The switch must be capable of being locked in the off position with a City lock.

#### **Standards, Codes and Inspections:**

1. Inverters:

For inverter based Systems, the inverter must be listed and in compliance with Underwriters Laboratory (UL) 1741, Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Systems. Utility-interactive inverters that pass the tests of UL 1741 will be considered as non-islanding inverters and will comply with the IEEE 1547.2003 interconnection standard.

2. System Installations:

The Customer certifies and must submit documentation that the System complies with the following standards:

- a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
- b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
- c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- d. The applicable National Electric Code, state and/or local building codes, mechanical codes and electrical codes.
- e. The manufacturer's installation, operation and maintenance instructions.

3. Inspections:

- a. The Customer must have the System installation inspected and approved by the local building code authority having jurisdiction (i.e., the City of Lake Worth Beach, the Village of Palm Springs or Palm Beach County). Proof of the inspection and approval must be provided prior to the City installing the net metering equipment and/or the City executing the Interconnection Agreement. If the local building code authority is the Village of Palm Springs or Palm Beach County, the Customer must submit a copy of its building plans to the City in an electronic format.
- b. The City reserves the right to inspect the System installation prior to parallel operation with the City's electric system. The inspection is to ensure compliance with the standards, terms and conditions of the City's Interconnection Agreements and City's Rules and Regulations for Customer-Owned Renewable Generation Systems and Interconnection. The City also reserves the right to inspect the System at any time after approval and interconnection with the City's electric system to ensure compliance with the standards, terms and conditions of the Interconnection Agreement, and may order or effect a System to be isolated immediately from the City's electric system upon a finding of non-compliance. Further, after approval of a Customer's System, the City reserves the right to obtain copies of, and/or be provided with access to, current data showing the actual GPR and/or annual production of a Customer's System. This may include access to the actual System and/or copies/access to the Customer's web portal documenting the System's GPR and/or annual production. Failure to provide copies and/or access to such data within ten (10) days of the City's request will result in the Customer being removed from the Program.
- c. In no case shall the System be operated in parallel with the City's electric system without the written approval of the City.
- d. The Customer is responsible for ensuring that the System is inspected, maintained and tested regularly in accordance with the manufacturer's recommendations to ensure proper and safe operation.
- e. The City will not inspect, maintain or advise the Customer on the maintenance or operation of the System other than ensuring proper interconnection operation with the City's system.

**Insurance:**

The City does not require specific insurance coverage. However, it is strongly encouraged that the Customer maintain general liability insurance for personal injury and property damage for not less than one hundred thousand dollars (\$100,000).

**Notice to the City of Changes:**

Participants in the Program are required to provide advanced written notice to the City, and obtain approval of the City, of the following changes:

1. Changes to the System that involve replacing inverter(s) and/or solar panels that will cause an increase its GPR and/or annual production of kWh above what was represented in the certified signed and sealed statement from a licensed Florida Professional Engineer attesting to the maximum GPR and maximum annual electricity production for the System as submitted to obtain the Interconnection Agreement. The notice must be provided at least thirty (30) days prior to the work being performed to change the System. Depending on the change to be made, the City may require a new application, Interconnection Agreement and/or further documentation from the Customer prior to the work being performed.
2. Change in ownership of the System and Customer account. The notice must be provided prior to change in ownership or change to the account. The new owner will be required to apply to be a Program participant and enter a new Interconnection Agreement with the City.

**Grandfathered Systems:**

All rules and regulations set forth herein apply to all current and future Customers participating in the City's Net Metering Program, until otherwise amended. However, all Customers participating in the City's Net Metering Program as of April 30, 2019 (including those Customers who submitted a written application to their applicable permitting agency with necessary building plans to authorize the installation of a System as of April 30, 2019) shall be considered grandfathered into the Net Metering Program ("Grandfathered Systems") without a requirement that they make their Systems conform to the rules and regulations set forth herein which provide a limit on their System's annual production and GPR. However, if a Grandfathered System has an existing GPR of 10kW or more, the Grandfathered System is prohibited from increasing or expanding its existing GPR. Further, if a Grandfathered System has an existing annual production which exceeds the Customer's most recent actual annual energy consumption measured in kWh (AC), the Grandfathered System is prohibited from increasing or expanding its size and/or annual production.

The City reserves the right to require the Customer responsible for a Grandfathered System to install an external disconnect switch (at the Customer's expense) if the City has a reasonable concern regarding the safety of the Customer's Grandfathered System and/or the safety of the City's electric system, its personnel, third parties and/or the public as it relates to the Customer's Grandfathered System. All Customers with Grandfathered Systems shall be required to sign an Interconnection Agreement and are subject to all terms and conditions in the Interconnection Agreement and Applicable Laws except where specifically stated otherwise. Failure to sign an Interconnection Agreement by August 30, 2019 will result in the City discontinuing the Customer's participation in the City's Net Metering Program and disconnection of the Customer's System from interconnection with the City's System. The Customers with Grandfathered Systems are required to complete an application and submit all existing documentation on their System to the City for formal documentation of their Grandfathered System's annual production and GPR by August 30, 2019; however, a certified statement on the System's annual

production from a Florida Professional Engineer is not required. The City may request further documentation from the Customer if the City has a reasonable concern regarding the safety of the Customer's Grandfathered System and/or the safety of the City's electric system, its personnel and/or the public as it relates to the Customer's Grandfathered System. All other rules and regulations set forth herein shall be applicable to the Grandfathered Systems.

If a Customer with a Grandfathered System is removed from the Net Metering Program, the Grandfathered System will lose its grandfathered status. Participation in the Net Metering Program thereafter will require the Customer to bring the System into conformance with all requirements of the City's Rules and Regulations for Customer-Owned Renewable Generation Systems and Interconnection.

**Attachments:**

Application

Interconnection Agreement

**CITY OF LAKE WORTH BEACH ELECTRIC UTILITY  
NET METERING PROGRAM**

APPLICATION FOR PARTICIPATION IN THE CITY'S NET METERING PROGRAM

The City of Lake Worth Beach Electric Utility ("City") Customers who install customer-owned renewable generation systems ("Systems") and desire to interconnect those Systems with the City's electric system are required to complete this application, submit all required documentation and a signed Interconnection Agreement. This application and copies of the City's Net Metering Program Rules and Regulations and the Interconnection Agreements may be obtained from the City by contacting **Joel Rutsky** at **(561)670-5635** or via e-mail at [jrutsky@lakeworthbeachfl.gov](mailto:jrutsky@lakeworthbeachfl.gov)

**1. Customer Information**

\*Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Alternate Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax Number: \_\_\_\_\_

City Customer Account Number: \_\_\_\_\_

\*The Name provided above must match the name on the City Customer Account.

**2. Customer System Information**

System's Physical Location: \_\_\_\_\_

Fuel or Energy Source: \_\_\_\_\_

System Manufacturer: \_\_\_\_\_

Inverter Reference or Model Number: \_\_\_\_\_

Serial Number: \_\_\_\_\_

Solar PV (if applicable)

PV Panel Model Number(s): \_\_\_\_\_

How many panels: \_\_\_\_\_ Wattage per panel: \_\_\_\_\_

Battery Storage (yes or no): \_\_\_\_\_

Other generator Information / non PV generation. (When applicable): \_\_\_\_\_

Anticipated System Installation Date: \_\_\_\_\_\*

\*Customer's Anticipated Installation Date may be subject to change depending on the proposed System size and additional information required by the City. For Grandfathered Systems, please provide the date the System was installed.

For Grandfathered Systems (as defined in the Rules and Regulations for Customer-Owned Renewable Generation Systems and Interconnection), please provide the following:

Current Gross Power Rating: \_\_\_\_\_

Current Annual Production: \_\_\_\_\_

### **3. System Gross Power Rating**

A System's Gross Power Rating (GPR) 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 City's electric system. 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). The GPR shall not exceed ninety percent (90 %) of the Customer's electric distribution service rating and the GPR shall not be greater than 10kW. The Customer shall provide proof of compliance with these GPR limitations by submission of a signed and sealed statement from a currently licensed Florida Professional Engineer attesting to the System's GPR. The certified statement shall be attached to this Application (as noted below).

### **4. Annual Production Limitation (kWh)**

The Customer's System shall be sized to have an annual production limit not to exceed the Customer's most recent actual annual energy consumption measured in kilowatt hour (kWh) (AC). The Customer shall provide proof of compliance with this size limitation by submission of a signed and sealed statement from a currently licensed Florida Professional Engineer attesting to the annual kilowatt hour (kWh) production for the System. The certified statement shall be attached to this Application (as noted below).

### **5. Application Fee**

There is no application fee due at the time of submitting this Application. However, if during the City's review of the Application, the City determines the City's electric system will need to be revised and/or upgraded to accommodate the interconnection of the Customer's System, the Customer shall be responsible for all costs associated with revising and/or upgrading the City's electric system. The City will endeavor to provide such costs to the Customer prior to the City approving the Customer's application.

### **6. Required Documentation**

Prior to completion of the Interconnection Agreement, the following information must be provided to the City by the Customer.

- A. Documentation demonstrating that the installation complies with:
1. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
  2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
  3. UL 1741 (2005) and UL 1703 Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
  4. The applicable National Electric code, state and/or local building codes, mechanical codes and electrical codes.
  5. The manufacturer's installation, operation and maintenance instructions.

- B. Documentation that the Customer's System has been inspected and approved by local building code officials prior to its operation in parallel with City's electric system to ensure compliance with applicable local codes. If the Village of Palm Springs or Palm Beach County is inspecting the System, the Customer must also submit a copy of the System's building plans in electronic format to the City.
- C. A completed IRS form W-9.
- D. A signed Interconnection Agreement.
- E. Signed and sealed statement from a currently licensed Florida Professional Engineer that the System complies with the GPR and annual production limitations as stated above. This requirement does not apply to Grandfathered Systems. However, Customers with Grandfathered Systems may be required to provide additional documentation as to their existing GPR and annual production.
- F. A copy of the Customer's contractual documents for the System.
- G. Such additional documentation as the City may request after reviewing the Application.

**By signing this application, the Customer represents that the information herein is true and correct and understands that the Customer's application may be rejected if false or misleading information is submitted or the Customer may be later removed from the Program for submitting false or misleading information.**

**Customer:**

Signature(s): \_\_\_\_\_

Print Name(s): \_\_\_\_\_

Date: \_\_\_\_\_

**Reviewed and approved by:**

_____	_____
Print Name:	Date
Print Position:	

_____	_____
Print Name:	Date
Print Position	

_____	_____
Print Name:	Date
Print Position	

**STANDARD INTERCONNECTION AGREEMENT  
CUSTOMER-OWNED RENEWABLE GENERATION SYSTEM**

THIS INTERCONNECTION AGREEMENT (“Agreement”) is entered by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and \_\_\_\_\_, a City of Lake Worth Beach Electric Utility Customer (“Customer”). The City and Customer shall collectively be called the “Parties”. The physical location/premises where the interconnection is taking place: \_\_\_\_\_.

**RECITALS**

**WHEREAS**, the City owns and operates an electric system serving the City’s municipal boundaries and portions of the surrounding un-incorporated Palm Beach County and portions of the Village of Palm Springs;

**WHEREAS**, the Customer, who is a current customer of the City’s electric utility, has submitted an application to the City for participation in the City’s Net Metering Program and to interconnect the Customer’s System with the City’s electric system at the location identified above;

**WHEREAS**, in order to allow the development of Systems to interconnect with the City’s electric system, the City desires to approve the Customer’s application and authorize the interconnection of the Customer’s System under such terms and conditions which will insure the safety of City’s customers and employees and the reliability and integrity of the City’s electric system; and,

**WHEREAS**, the purpose of this Agreement is to set forth those certain terms and conditions for the interconnection of the Customer’s System with the City’s electric system under the Net Metering Program.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the City and the Customer agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: DEFINITIONS.** As used in this Agreement, the following terms have the provided meaning:

***Annual Production Limitation*** means the limitation on the size of a System to have an annual production limit not to exceed the Customer’s most recent actual annual energy consumption as measured in kilowatt hour (AC).

***Applicable Laws*** means the terms and conditions of the City’s Net Metering Program, the City’s Net Metering Rules and Regulations and related resolutions and/or ordinances and all applicable city, county state and federal laws, regulations and codes, as may be amended from time to time.

***Customer*** means a customer of the City’s electric utility taking bundled (non-interruptible) service.

***Grandfathered Systems*** means Customers with Systems participating in the City’s Net Metering Program as of April 30, 2019 (including those Customers who submitted a written application to their applicable permitting agency with necessary building plans to authorize the installation of a System as of April 30, 2019).

***Gross Power Rating or “GPR”*** means the total manufacturer’s AC nameplate generating capacity of the

Customer's System that will be interconnected to and operate in parallel with the City's electric system. For inverter-based Systems, the GPR 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.

**Net Metering Program** means the City's program established annually by City resolution which includes the applicable rates for participants in the program, as may be amended from time to time.

**Net Metering Rules and Regulations** means the rules and regulations established by the City to govern the City's Net Metering Program and include those rules and regulations established by the City Commission and/or any policies established by the City's Electric Utility which implement or interpret the rules and regulations established by the City Commission, as may be amended from time to time.

**Renewable Energy**, as defined in Section 377.803, Florida Statutes, means energy produced from a method that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power.

**System** means as an electric generating system (or combination of systems) located on a Customer's parcel that is intended to offset part or all of a Customer's electricity requirements with Renewable Energy. The term System does not preclude the Customer from contracting for the purchase, lease, operation, or maintenance of the on-site System with a third party. Lease terms shall not result in the retail purchase or retail sale of electricity from the System. For each meter that is Net Metered under the City's Net Metering Program on a Customer's parcel, the City must have a completed application, the required documentation and a fully executed Interconnection Agreement.

### **SECTION 3: APPROVAL OF SYSTEM AND GRANDFATHERED SYSTEMS.**

A. The City has approved the Customer's System based on the Customer's Application and supporting documentation. The Customer's Application and supporting documentation are incorporated into this Agreement by reference and form the basis for the City's approval of the Customer's System and the City's consideration for entering this Agreement and authorizing the interconnection to the City's electric system. If it is later determined that the Customer's Application and supporting documentation contained incorrect or misleading information, the City reserves the right to terminate this Agreement as stated herein and remove the Customer from participation in the City's Net Metering Program.

B. All Customers with Grandfathered Systems shall be required to sign this Agreement and are subject to all terms and conditions in this Agreement and Applicable Laws except where specifically stated otherwise. The Customers with Grandfathered Systems are required to complete an application and submit all existing documentation on their Grandfathered System to the City for formal documentation of their System's annual production and GPR; however, a certified statement on the System's annual production from a Florida Professional Engineer is not required. The City may request further documentation based upon a reasonable concern regarding the safety of the Customer's System and/or the safety of the City's electric system, its personnel, third parties and/or the public as it relates to the Customer's System.

### **SECTION 4: CITY'S DISCLAIMERS.**

A. The City's Net Metering Program and all associated electric utility rates are governed by the City of Lake Worth Beach City Commission. The City's Net Metering Program and the associated electric utility rates including, without limitation, the Net Metering rates and rate(s) to be paid for the delivery of excess energy from the Customer's System, are not permanent and will change as determined by the City Commission in its sole discretion. By entering this Agreement, the Customer acknowledges and agrees that this Agreement does not establish or create any rights in the Customer to the continuation of the City's Net Metering Program or the stability of any associated electric utility rates.

B. By approving the Customer's application, this Agreement to interconnect to the City's electric

system and allowing a Customer to participate in the City's Net Metering Program, neither the City nor its officials, employees or agents make any specific promises regarding the City's electric system, its reliability, availability or ability to interconnect with the Customer's System. THE CITY AUTHORIZES THE CUSTOMER'S SYSTEM TO INTERCONNECT WITH THE CITY'S ELECTRIC SYSTEM "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**C. Further, the Customer acknowledges that its provision of electricity to the City hereunder is on a first-offered, first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to the City pursuant to the City's Net Metering Program from all participating City customers, exceeds one and one-half percent (1.5%) of the aggregate City electric system peak demand.**

#### **SECTION 5: INTERCONNECTION REQUIREMENTS AND PROHIBITIONS.**

A. The GPR for the Customer's System must not exceed 90% of the City's distribution service rating at the Customer's location. If it is discovered that a System has a GPR that does exceed the 90% limit, the City in its sole discretion may terminate this Agreement, or require the Customer to pay all costs of upgrading the City's distribution facilities to accommodate the GPR capacity and/or to ensure the 90% threshold is not breached in the future. The Customer's System shall be limited to a total GPR of 10kW or less. This provision does not apply to Grandfathered Systems which have an existing and permitted GPR of more than 10kW and/or an existing and permitted GPR that exceeds 90% of the City's distribution service rating at the Customer's location. However, said Grandfathered Systems are prohibited from increasing or expanding its existing GPR.

B. The Customer's System shall at all times be sized to have an annual production limit that does not exceed the Customer's most recent actual annual energy consumption measured in kilowatt hour (kWh) (AC). This provision does not apply to a Grandfathered System which has an existing and permitted annual production that exceeds the Customer's most recent actual annual energy consumption measured in kilowatt hour (kWh) (AC). However, said Grandfathered System is prohibited from increasing or expanding its existing annual production.

C. The Customer and the Customer's System shall fully comply with all Applicable Laws as those may be amended or revised from time to time.

D. The Customer is not precluded from contracting for the lease, operation or maintenance of the Customer's System with a third party. Such lease may not provide terms or conditions that provide for any payments or other compensation under the lease for the purchase of energy produced by the Customer's System. 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's System. Notwithstanding these restrictions, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than the City, then Customer shall be in breach of this Agreement and may be subject to termination from the City's Net Metering Program and/or be subject to fines/penalties through the City's code compliance process.

E. By signing this Agreement the Customer certifies that its System's installation, operation and its maintenance shall be in compliance with the following standards:

- i. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
- ii. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
- iii. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System

- Equipment for Use with Distributed *Energy Resources*;
- iv. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes; and,
  - v. The manufacturer's installation, operation and maintenance instructions.

F. Prior to commencing parallel operation with the City's electric system, Customer shall have the Customer's System inspected and approved by the appropriate code authorities having jurisdiction (i.e., City of Lake Worth Beach, Palm Beach County or the Village of Palm Springs). For Customers using the Village of Palm Springs or Palm Beach County for their inspections, the Customers shall submit a copy of their building plans to the City in an electronic format.

G. At least thirty (30) days prior to initially placing the Customer's System in service, the Customer shall provide written notification to the City advising the City of the date and time at which Customer intends to place the System in service. The City shall have the right to have personnel present on or before the in-service date in order to ensure compliance with the requirements of this Agreement and install any necessary net metering equipment. The Customer shall provide the City with full access to the Customer's System. The City will provide the Customer with a fully signed copy of this Agreement which is the City's authorization for the Customer to commence operation of its System as a participant in the City's Net Metering Program. This provision shall not apply to Grandfathered Systems unless a change in ownership occurs.

H. The Customer agrees to permit the City (if requested by the City) to inspect the Customer's System and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the Customer's System goes into service and to witness the initial testing of the Customer's System, equipment and protective apparatus. The City will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the City may conduct inspections and/or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide the City access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet the City's legal obligation to provide service to its customers.

I. Customer certifies that the Customer's System includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the City's electric system upon a loss of City power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. Utility-interactive inverters that pass the tests of UL 1741 will be considered as non-islanding inverters and will comply with the IEEE 1547.2003 interconnection standard. The NRTL shall be approved by the Occupational Safety & Health Administration (OSHA).

J. If Customer adds another system to its approved System which (i) utilizes the same utility-interactive inverter for both systems; or, (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide the City with thirty (30) days advance written notice of the addition prior to installation and submit a new application, all required documentation and a newly executed Interconnection Agreement for the combined Systems. The City must approve the combined System before it may interconnect with the City's electric system. For each meter that is Net Metered under the City's Net Metering Program on a Customer's parcel, the City must have a completed application, the required documentation and a fully executed Interconnection Agreement.

K. The Customer shall not energize the City's electric system when the City's electric system is de-energized at the Customer's service point. The Customer shall cease to energize the City's electric system during a faulted condition on the City's electric system and/or upon any notice from the City that the de-energizing of Customer's System is necessary. The Customer shall cease to energize the City's electric system prior to automatic or non-automatic reclosing of the City's protective devices. There shall

be no intentional islanding, as described in IEEE 1547, between the Customer's System and the City's electric system.

L. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other System components from damage from the normal and abnormal operations that occur on the City's electric system in delivering and restoring system power. Customer agrees that any damage to any of its System, including, without limitation, all components and related accessories of its System, due to the normal or abnormal operation of the City's electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the Customer's System and all equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. Such inspection and testing should occur after large storms have traversed Customer's location and after connection with the City's system has been restored. Unless due to a default, breach or other issue related to the City's electric system, the City will not inspect, maintain or advise the Customer on the maintenance, testing or operation of the Customer's System.

M. The Customer has installed and is required to maintain a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the System and any Customer wiring connected to the City's electric system, such that back feed from the System to the City's electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to the City and capable of being locked in the open position with a City padlock. When locked and tagged in the open position by the City, this switch will be under the control of the City. If the Customer does not have a manual disconnect switch or it is in a state of disrepair, the City will remove the Customer's meter in the event the City needs to visibly isolate the Customer's System, which will result in the loss of electric service. This provision does not apply to Grandfathered Systems unless a disconnect switch was originally installed with the System. However, the City reserves the right to require the Customer to install an external disconnect switch (at the Customer's expense) if the City has a reasonable concern regarding the safety of the Customer's Grandfathered System and/or the safety of the City's electric system, its personnel and/or the public as it relates to the Customer's Grandfathered System.

N. The City strongly encourages the Customer to maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars (\$100,000). For Grandfathered Systems with an existing and permitted GPR of 10kW or more, the City strongly encourages the Customer to maintain general liability insurance for personal injury and property damage in the minimum amount of one million dollars (\$1,000,000).

O. The City will furnish, install, own and maintain metering equipment capable of measuring the flow of kilowatt-hours (kWh) of energy for the Customer's System. The Customer's service associated with the Customer's System will be metered to measure the energy delivered by the City to Customer, and also measure the energy delivered by Customer to the City. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to the City.

P. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the Customer's System.

Q. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the Customer's System. The Customer agrees to provide the City with a copy of the Local Building Code Official inspection and certification of installation upon receipt. 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.

R. In no event shall any statement, representation, or lack thereof, either express or implied, by the City, relieve the Customer of exclusive responsibility for the Customer's System. Specifically, any City inspection of the Customer's System shall not be construed as confirming or endorsing the System design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Customer's System. The City's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any Customer equipment or procedure. Further, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related to or arising from the operation or mis-operation of its System.

S. Notwithstanding any other provision of this Agreement, the City, at its sole and absolute discretion, may isolate the Customer's System from the City's electric system by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The Customer's System will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. The City shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's System is operating at reduced capacity or is disconnected from the City's electric system pursuant to this Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

- i. City electric system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
- ii. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any City or other third party equipment, any part of the City's system or Customer's System.
- iii. Hazardous conditions existing on the City's utility system(s) due to the operation of the Customer's System as determined by the City.
- iv. Adverse electrical effects (such as power quality problems) on the City's electric system or other electric consumers caused by the Customer's System as determined by the City.
- v. When Customer is in breach of any of its obligations under this Agreement or any other applicable policies and procedures of the City.
- vi. When the Customer fails to make any payments due to the City by the due date thereof.

T. Upon termination of this Agreement, the City shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within ten (10) working days following the termination, the Customer shall permanently isolate the Customer's System from the City's electric system, notify the City that the isolation is complete, and coordinate with the City for return of the City's lock. For Grandfathered Systems, if a disconnect switch does not exist, the City will remove the Customer's meter and electric service will be discontinued until the City is assured the Customer's System is no longer interconnected to the City's electric system.

U. Customer shall not have the right to assign its benefits or obligations under this Agreement without the City's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the Customer's System or Customer's account, Customer shall provide written notice to the City at least thirty (30) days' prior to the change in ownership or the account. The new owner shall not be permitted to participate in the City's Net Metering Program or interconnect with the City's system until the new owner applies to participate in the Net Metering Program and a new interconnection agreement is executed by the new owner and the City. The City reserves the right to inspect the Customer's System prior to any new owner assuming ownership and require any necessary repairs, testing and/or maintenance by

the new owner to ensure the System is in compliance with the Applicable Laws.

V. The City and Customer recognize that the Applicable Laws, including any rules which directly addressing the subject of this Agreement, may be amended from time to time. In the event that such Applicable Laws are amended that affect the terms and conditions of this Agreement, the City and the Customer agree to supersede and replace this Agreement with a new agreement which complies with the amended Applicable Laws.

W. The Customer must execute this Agreement and submit the same to the City with its application to be a participant in the City's Net Metering Program. If the Customer's application is denied or revoked, this Agreement will be null and void. For Grandfathered Systems, the application is required in order to formally document the size and GPR of the system.

**SECTION 6: TERM AND TERMINATION.**

A. Term and Termination: This Agreement shall continue in effect from year to year until the Customer gives thirty (30) days' written notice of its intent to terminate this Agreement unless earlier terminated by the City as set forth herein.

B. Termination for Customer's Breach or Default: The City may terminate the Customer's participation in the City's Net Metering Program and terminate this Agreement in the event that the Customer engages in any act or makes any omission constituting a breach or default of any term or condition of this Agreement and/or the Applicable Laws. The City shall provide the Customer with written notice specifying the nature of the breach and the Customer shall then have five (5) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within five (5) days, then the Customer's participation in the City's Net Metering Program and this Agreement shall terminate at the end of the five (5) day period without further notice or demand. The City reserves the right in the event of a threat to the City's electric system or other life safety issues created or related to the Customer's System, to shorten the notice period set forth above and/or to take immediate action with regards to the Customer's System. Any and all expenses related to or arising from the termination of the Customer's participation in the City's Net Metering Program and this Agreement under this provision shall be the Customer's sole responsibility and shall be included on the Customer's next utility bill. If not timely paid to the City within the timeframe set forth in the Customer's utility bill, the City may disconnect electric service until such time as all expenses are paid (including any and all related late fees and disconnect charges). The City will have a lien on the Customer's property for all unpaid amounts pursuant to the City's code of ordinances and applicable law.

C. Termination for Lack of Appropriations: The parties acknowledge and agree that the City is a municipal corporation and political subdivision of the state of Florida, and as such, the City's Net Metering Program and this Agreement are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated with the City's Net Metering Program in any fiscal year of the City. Notwithstanding anything in the City's Net Metering Program or this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the City's governing board in any fiscal year to pay the costs associated with the City's Net Metering Program and/or obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's Net Metering Program and/or obligations hereunder in any fiscal period, then the City will notify the Customer of such occurrence and either the City or the Customer may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall any amounts then due to the Customer under the City's Net Metering Program through the date of termination.

D. Net Metering Program Termination: The City reserves the right in its sole discretion to terminate this Agreement upon providing at least sixty (60) days' notice to the Customer in the event the City

terminates the City's Net Metering Program or makes material changes to the City's Net Metering Program which require the execution of new interconnection agreements by all customers.

**SECTION 7: INDEMNIFICATION.**

A. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless the City, any and all of its officials, officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees (at all trial and appellate levels) of any type, losses, damages, expenses, and liabilities, related to, arising from, or in any way connected with any or all of the following:

- i. The design, construction, installation, inspection, maintenance, testing or operation of Customer' System used in connection with this Agreement.
- ii. The interconnection of Customer's System with, and delivery of energy from the System to, the City's electrical system.
- iii. The performance or nonperformance of Customer's obligations under this Agreement or the obligations of any and all of Customer's officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.
- iv. Customer, its officers, agents, contractor (and any subcontractor or material supplier thereof) and employees breach or default under this Agreement.

Customer's obligations under this section shall not require the Customer to indemnify, defend or hold the harmless the City for the City's own negligence.

B. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City, nor shall this Agreement be construed as consent by the City to be sued. Nothing contained in this Agreement shall be construed as a waiver of sovereign immunity by the City.

**SECTION 8: COMPLIANCE AND DISQUALIFICATION.** Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

**SECTION 9: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.** The parties shall attempt to amicably resolve all claims arising out of or related to this Agreement or its breach. If the parties are able to amicably resolve a claim themselves, the claim shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action related to or arising from this Agreement will be held in Palm Beach County, Florida, and the City and the Customer irrevocably submit to the jurisdiction and venue of such court. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. Notwithstanding the foregoing, the City reserves the right to immediately seek court action to enjoin any breach or default by the Customer arising from or related to Customer's System and/or this Agreement.

**SECTION 10: WAIVER OF JURY TRIAL.** TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

**SECTION 11: SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this

Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**SECTION 12: NOTICE.** All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth Beach  
Attn: City Manager  
7 N. Dixie Highway  
Lake Worth, FL 33460

with copy to:

City of Lake Worth Beach Electric Utility  
Attn: Electric Utility Director  
1900 2<sup>nd</sup> Avenue North  
Lake Worth Beach, FL 33461

and if sent to the Customer, shall be sent to the Customer's utility billing address.

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

**SECTION 13: ENTIRETY OF AGREEMENT.** This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the City and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. This Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of the City's electric system.

**SECTION 14: WAIVER.** None of the provisions of this Agreement shall be considered waived by either party except when such waiver is given in writing. No waiver by either Party of any one or more breaches or defaults in the performance of the provisions of this Agreement shall operate or be construed as a waiver of any other existing or future breach or default or breaches or defaults.

**SECTION 15: PREPARATION AND NON-EXCLUSIVE.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the City reserves the right to contract with other customers and individuals or firms to interconnect with the City's electric system.

**SECTION 16: LEGAL EFFECT.** This Agreement shall not become binding and effective until approved by the City. The Effective Date is the date this Agreement is executed by the City.

**SECTION 17: SURVIVABILITY.** Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

**SECTION 18: COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as at such time as all the signatories hereto have signed a counterpart of this Agreement.

**SECTION 19: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Customer should review Palm Beach County ordinance number 2011-009 to be aware of its rights and/or obligations under such ordinance.

**SECTION 20: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS.** This Agreement incorporates by reference the Applicable Laws and the Customer's Application and supporting documents. To the extent of any conflict between this Agreement and the remaining documents incorporated herein, the Applicable Laws shall control with this Agreement next taking precedence.

**SECTION 21: REPRESENTATIONS AND BINDING AUTHORITY.** By signing this Agreement, the undersigned hereby represents to the City that he or she has the authority and full legal power to execute this Agreement and to bind and obligate such party with respect to all provisions contained in this Agreement.

**SECTION 22: NO THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the City and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the City or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon the City and Customer and their respective representatives, successors, and assigns.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have made and executed this Standard Interconnection Agreement as of the day and year set forth below for the City's execution.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**CUSTOMER:**

**For Individual Owner(s):**

By: \_\_\_\_\_

Location of System: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**For Corporate Owner:**

By: \_\_\_\_\_

Location of System: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

[Corporate Seal]

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

**MINUTES  
CITY OF LAKE WORTH BEACH  
ELECTRIC UTILITY CITY COMMISSION MEETING  
CITY HALL COMMISSION CHAMBER  
TUESDAY, APRIL 27, 2021 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:01 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** Present were Mayor Betty Resch; Vice Mayor Herman Robinson and Commissioners Sarah Malega, Christopher McVoy and Kimberly Stokes. Also present were Assistant City Manager Juan Ruiz, City Attorney Christy L. Goddeau and Deputy City Clerk Melissa Ann Coyne.

**PLEDGE OF ALLEGIANCE:** led by Commissioner Sarah Malega.

**AGENDA - Additions/Deletions/Reordering:**

Mr. Liberty requested to speak briefly about the recent outages.

**Action:** Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to allow Mr. Liberty to add a brief overview of recent outages.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

**PRESENTATIONS:** (there is no public comment on Presentation items)

A. (added) Recent Outage Events & Causes

Ed Liberty, Electric Utility Director, spoke about the recent electrical outages, the number of affected customers and the length of the outages. He explained that the outages had been caused by animals, lightning, switch failures and vegetation, many of which were outside of the EU's control, and the length of the outages ranged from 28 minutes to one hour and 18 minutes.

Mayor Resch asked when and where the information would be posted.

Mr. Liberty replied that he could email the outage information as well as have it posted on the website.

B. Presentation regarding payment plan

Mr. Liberty stated that service disconnects had been discontinued during the pandemic and a payment plan was instituted to allow customers to catch up and repay late bills.

Franco Bellitto, Customer Service Manager, gave an overview of the payment plan stating that there were 1194 plans, the original amount due was \$990,605 of which 59.8% or

\$592,346 had been repaid and 333 accounts were past due. He explained that the residential plans were for a 12-month period while the commercial plans were for 24 months; eligibility ended on October 1, 2020 when disconnects were reinstated. He said that he and his team were working compassionately with customers to help them keep current on their plans.

Commissioner Malega asked for the breakdown of the past due accounts into residential and commercial customers and the amount commercial properties were being asked to pay.

Mr. Bellitto replied that he would provide the breakdown and the payment plan was determined by the amount due divided by 24 months added to their monthly bill.

Mayor Resch relayed that a resident had reported that her power was shut off because the bill had not reflected the payment plan amount and asked if that could have happened.

Mr. Bellitto said that they were working on a case by case basis to prevent shut offs and often times the paper bill crossed with the payment in the mail.

Commissioner Malega asked how many commercial customers were still in business and if their security deposits could be used for repayment.

Mr. Liberty responded that those on a payment plan would still be in business, commercial deposits could not be returned until the account was closed and could not be used for repayment; the commission would have to change the policy.

Commissioner Stokes asked if those in arrears were still paying their monthly bills.

Mr. Bellitto responded that it varied by account and to be current, both the monthly charges and repayment amount had to be paid.

Mayor Resch asked if the annex was open and if a person would get a customer service representative.

Mr. Liberty explained that the annex closed to cash payments in December 2019, which alleviated about 4,000 occurrences of monthly foot traffic, and since March 2020, accounts could be opened or closed by phone or email.

Mr. Bellitto answered that initial contact would be to the call center and the call would be transferred to a city staff member when needed. He said that the call center typically received 300-400 calls a day, but on Mondays received 800-900 calls.

Mr. Liberty stated that customer service could be reached 12 hours a day, seven days a week and the outage line operated 24/7.

Commissioner Malega asked about late fees and requested that the EU not disconnect customers on Fridays.

Mr. Liberty responded that there were no late fees during the pandemic, but had resumed on October 1. He said that customers could pay 24/7 and therefore their power would be restored right after the bill was paid.

Mr. Bellitto said that customer service could reconnect the power remotely.

Commissioner McVoy asked why the EU did not contact customers proactively who were late on their bills and if customers could be required to provide email addresses or cell numbers.

Mr. Bellitto stated that customers received late notices and were not disconnected until the 42<sup>nd</sup> day; the EU was working on getting email addresses or cell phone numbers.

Commissioner McVoy asked about the percentage of customers on the automated (AMI) system and suggested pushing a text regarding outages.

Mr. Liberty replied that almost 100% were on the AMI system, but a handful of customers refused to allow the automatic meters. He stated that customers did not need to report outages because the EU knew when outages occurred; the existing technology was outdated and could not send information about outages to customers. He said that there was an outage map on the website.

Discussion ensued about how to move forward with the technology related to outages.

Commissioner Stokes said that it might take time for customers to catch up with the payment processes that were available and the picture on the website showed City Hall, not the annex.

Mr. Liberty stated that there was a drop box at the annex for customers to drop bill payments.

Vice Mayor Robinson asked if there was a way to extend the time to shut off the water and what the time frame was for the Naviline contract.

Mr. Bellitto replied that he and his team worked with customers on a case by case basis to prevent shutoffs.

Juan Ruiz, Assistant City Manager, said that Naviline was on a yearly contract.

Mr. Bellitto went over the assistance payments that had been received by PBC, the number of outreach calls that had been made and the aging report showing the accounts that were 30/60 days past due.

Mr. Liberty explained that collections happened after the account received the final bill.

Mr. Bellitto stated that the collection numbers were tracked, unpaid balances were sent to a collection agency after 60 days and only 12% were recovered.

Commissioner Malega asked if the collection debt was written off.

Bruce Miller, Financial Services Director, replied that receivables were written off annually.

City Attorney Goddeau explained that there would be a lien on the property for an

uncollected debt; some would be collected when the property changed hands.

Mr. Liberty stated that a tenant could not open up a new account until the balance on the previous account was paid. He said that 85% of collections were for residential customers and the deposit policy would be brought before the commission in the future.

**PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:**

Deputy City Clerk Coyne stated that there were no public comments submitted online.

**APPROVAL OF MINUTES:**

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve the following minutes:

A. March 30, 2021

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

**CONSENT AGENDA:** (public comment allowed during Public Participation of Non-Agendaed items)

**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner McVoy to approve the Consent Agenda.

A. Second Amendment to Task Order No. 3 with TeamworkNET Inc., for additional engineering design services for the Main Yard Substation Control House Protection and Control Project

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

**PUBLIC HEARINGS:**

There were no Public Hearings on the agenda.

**UNFINISHED BUSINESS:**

There were no Unfinished Business items on the agenda.

**NEW BUSINESS:**

A. Task Order No. 5 with Power Engineers, Inc. to complete engineering design and support during construction for the new Canal 8-Bay Distribution Substation

Mr. Liberty explained that the canal station, where the new tie line would come in, required a new substation.

Mayor Resch asked if there were any public comments. No one from the public commented.

**Action:** Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve Task Order No. 5 with Power Engineers, Inc. to complete engineering design and support during construction for the new Canal 8-Bay Distribution Substation.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

**ADJOURNMENT:**

**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner Stokes to adjourn the meeting at 7:24 PM.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Deborah M. Andrea, CMC, City Clerk

Minutes Approved: May 25, 2021

# EXECUTIVE BRIEF

## ELECTRIC UTILITY MEETING

**AGENDA DATE:** June 29, 2021

**TITLE:**

Payment of Credit and Debit Card Fees associated with customer payment of utility bills

**SUMMARY:**

Amendment #2 to contract with Paymentus Corporation to change responsibility for payment of credit card and debit card fees from an Absorbed Fee Model (under which fees are paid by the City) to a Convenience Fee Model (under which fees are paid by the customer).

**BACKGROUND AND JUSTIFICATION:**

The City's Utility Customer Service department utilizes Paymentus Corporation ("Paymentus") for processing of electronic bill payments for City utility services under a Master Services Agreement previously negotiated and dated September 4th, 2018. Services provided by the City and paid for in this manner by Customers include utility services such as electric, water, sewer, and incidental refuse charges.

The City is considering amending the current agreement with Paymentus to change from an Absorbed Fee Model to a Convenience Fee Model (the "Amendment"). Under the current Absorbed Fee model, the City absorbs the transaction fees incurred when City's utility customer pay their utility bills using a credit or debit card. Under the proposed Amendment, a nominal convenience fee of \$3.75 per \$500.00 transaction will be charged by Paymentus directly to the customer when paying by credit or debit card. By comparison, customer's paying with cash pay a convenience fee of \$1.99 per transaction. Under the proposed model the City will not collect the convenience fee, rather the fee will be collected directly by Paymentus from the customer at the time of the transaction and the full amount of the customer's payment towards their utility bill will be deposited into the City's bank account nightly.

The expense to the City under the current policy of absorbing credit card fees is increasing steadily as rewards cards grow in popularity. Currently the City is absorbing the credit and debit card fees for all utility bill payments at an estimated cost to the City of approximately \$456,000 for FY2021. These fees are subsequently allocated to the City's utility departments as an operating expense, thereby placing upward pressure on rates for all City utilities customers. After surveying other municipalities in the state of Florida, it was found that approximately 75% of the municipalities surveyed utilize a Convenience Fee model when customers choose to pay their utility bill with a credit or debit card, as do investor owned electric and natural gas utilities, Palm Beach County, and other Lake Worth Beach City departments for their respective services.

Under the proposed Convenience Fee model all credit and debit cards would be accepted. Under our current Absorbed fee model the City has restricted the use of credit cards to disallow certain card(s) which charge exorbitant transaction fees.

If the Amendment is approved City, Staff and Paymentus will coordinate efforts to implement the conversion to a Convenience Fee model. It is anticipated that the conversion will be effective for the new fiscal year beginning October 1, 2021.

**MOTION:**

Move to approve/disapprove payment of Credit and Debit Card Fees associated with customer payment of utility bills.

**ATTACHMENT(S):**

Fiscal Impact Analysis - N/A  
Amendment No.2

**AMENDMENT NO. 2**  
**TO MASTER SERVICES AGREEMENT EFFECTIVE SEPTEMBER 4, 2018**

This Amendment No. 2 (“Amendment No. 2”) amends the Master Services Agreement effective as of September 4, 2018 (“Effective Date”) which was modified by Amending Agreement 1 dated November 20, 2018 (collectively the “Agreement”) between City of Lake Worth Beach (“Client”) with a principal place of business located 7 North Dixie Highway, Lake Worth Beach, FL 33460 and Paymentus Corporation, a State of Delaware Corporation with a principal place of business at 13024 Ballantyne Corporate Parkway, Suite 400, Charlotte, North Carolina 28277 (“Paymentus”). Customer and Paymentus are also referred to as “Party” and collectively as the “Parties.” This Amendment No. 2 is effective at the time of the last to sign of the Parties.

**STATEMENT OF PURPOSE**

Customer and Paymentus entered into the Agreement for electronic bill payment services;

The Parties currently desire to amend the Agreement to replace Schedule A of the Master Services Agreement to change the fee model from an Absorbed Fee Model (“Customer Pay”) to a Convenience Fee Model (“User Pay”).

**AGREEMENT**

In consideration of mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and Paymentus agree as follows:

1. **Amendment.** The Agreement is hereby amended as of the Effective Date of this Amendment No. 2 as follows:
  - 1.1 The existing Schedule A (Paymentus Service Fee Schedule) of the Agreement is replaced in its entirety with the new Schedule A attached.
  
2. **Miscellaneous:**
  - 2.1 This Amendment No. 2 is binding and inures to the benefit of the Parties and their respective successors and assigns.
  
  - 2.2 All other terms and conditions of the Agreement not modified by this Amendment No. 2 remain in full force and effect.

2.3 This Amendment No. 2 may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

3. SCRUTINIZED COMPANIES:

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment No. 2 to be executed by their duly authorized representatives.

**CITY OF LAKE WORTH BEACH**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**PAYMENTUS CORPORATION**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# Paymentus

**SCHEDULE A – PAYMENTUS FEE SCHEDULE**  
**TO THE MASTER SERVICES AGREEMENT**  
**BETWEEN [CLIENT] AND PAYMENTUS**

The Services will initially consist of those indicated by a check box on the following table. The Paymentus Fee will be as specified below, and will be paid by the Client, unless designated as a User paid fee.

Check to Select the Channel	Channels	Advanced Services	Payment Methods & Channels	Paymentus Fee	Check if User Paid Fee
<input checked="" type="checkbox"/>	Instant Payment Network™	Ebill Presentment and Customer Engagement	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Amazon Pay	\$3.75	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Utility Direct Payments (Web, IVR, Recurring)	Ebill Presentment and Customer Engagement	Credit, Debit, e-Check/ACH	\$3.75	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	Utility Direct Payments (Agent Assisted)	Ebill Presentment and Customer Engagement	Credit, Debit	\$1.68	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Utility Direct Payments (Agent Assisted)	Ebill Presentment and Customer Engagement	e-Check/ACH	\$0.65	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Utility Direct Payments (Agent Assisted-Non-Qualified)	Ebill Presentment and Customer Engagement	Credit, Debit	2.65%	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Non-Utility (Web, IVR, Recurring, Agent Assisted)	Ebill Presentment and Customer Engagement	Credit, Debit, e-Check/ACH	2.65%	<input checked="" type="checkbox"/>

**Note:** Average Bill Amount: \$189.00. Maximum Amount per Utility Payment is \$500.00. Multiple payments may be made. Maximum Amount per Non-Utility payment is \$900.00  
 Chargebacks and returned checks will be billed at \$5.95 per item.

# **EXECUTIVE BRIEF ELECTRIC UTILITY MEETING**

**AGENDA DATE:** June 29, 2021

**TITLE:**

Amendment to Task Order No. 3 with TeamworkNET Inc., for additional engineering design services for the Main Yard Substation Control House Protection and Control Project

**SUMMARY:**

Amendment to Task Order No. 3 with TeamworkNET Inc. would authorize TeamworkNet to provide additional engineering design services for the Main Yard Substation Control House Protection and Control Project at a cost not to exceed \$85,190. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

**BACKGROUND AND JUSTIFICATION:**

The City previously issued a Request for Qualifications in 2018 (RFQ 18-303) to provide letters of interest and Professional Qualifications from consulting companies/firms for civil engineering, geotechnical engineering, surveying, architecture, hydrogeological services, energy management and engineering services. TeamworkNET Inc. was one of three firms selected under the Energy Management category for the Continuing Contracts for Professional Services.

As a part of SHRIP, the City's electric utility staff is planning to construct a new hardened control house for the electric utility's main 138kV to 26kV switchyard. The control house will be rated to withstand Category 5 storms and will house high voltage system relay and protection equipment such as protective relays, System Control and Data Acquisition (SCADA) equipment, DC batteries, and HVAC equipment. The new control house will also be capable of serving as an emergency backup control room if needed.

On April 2nd, 2020, the City Commission approved Task Order No. ,3 to TeamworkNET Inc., to undertake the engineering design for the new Main Yard Control House Project at a cost not to exceed \$230,500. TeamworkNET commenced with the design and provided the Electric Utility with 90% Design Plans for review in October of 2020.

In late October of 2020, the City Issued Amendment No. 1 to Task Order No. 3 authorizing TeamworkNET to engage a subcontractor, BHI Energy, as a 3rd Party Consultant to review the 90% Control House Design plans at a cost not to exceed \$45,540. BHI Energy had added to its staff a prior employee of the City's electric utility with subject matter expertise unique to our system and who we determined would be valuable in the design review process. This has allowed the Control House project to continue to move forward and mitigate potential delays as this project is time-sensitive and needs to be coordinated with the design for new 138kV Tie-Line project.

On May 6, 2021, the City issued Amendment No. 2 to Task Order No. 3 authorizing TeamworkNET to complete design revisions associated with the addition of new bus switches at the Main Yard 26kV East and West Bus, and update the Control House relay & protection schemes and wiring diagrams, a cost not to exceed \$14,025.

During the 90% design review it was discovered that property lines for the adjacent land owner lie within the Main Yard fence line and that the proposed location of the Control House would

need to be changed. The new preferred location while still within the Main Yard Substation fence line and boundaries requires completing a Ground Penetrating Radar (GPR) inspection to identify if any underground obstructions are present, inspection of the adjacent retaining wall for structural integrity, and updates and revisions to the associated civil, structural and electrical plans. Amendment No. 3 to the TeamworkNET task order is proposed to be undertaken at a cost not to exceed \$85,190.

**MOTION:**

Move to approve/disapprove the Amendment No. 3 to Task Order No. 3 with TeamworkNET Inc., to provide additional engineering design services for the Main Yard Substation Control House Protection and Control Project at a cost not to exceed \$85,190.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Third Amendment to TO# 3

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	\$85,190	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
 Net Fiscal Impact	 \$85,190	 0	 0	 0	 0
 No. of Addn'l Full-Time Employee Positions	 0	 0	 0	 0	 0

**B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 421-6034-531-63.15, Project No. SH1802.**

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531-63.15	Improve Other than Build / Infrastructure	SH1802	\$595,296	\$109,410	-\$85,190	\$24,200

### **THIRD AMENDMENT TO TASK ORDER NO. 3**

#### **Additional Design Services for the 100% Design for the Main Substation Control House Protection and Control Upgrade**

**THIRD AMENDMENT TO TASK ORDER No. 3 ("Amendment")** is made on \_\_\_\_\_, between the **City of Lake Worth**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **TEAMWORKnet, Inc.**, a Florida corporation ("Consultant").

#### **1.0 Project Description:**

The City desires the Consultant to provide additional design services as identified herein and generally described as: **Plan revisions associated with site plan modifications for the Main Yard Substation Control House** (the "Project"). The Project is described in the Consultant's Proposal, dated 6/10/2021, and is attached hereto as Exhibit "A" and incorporated herein.

#### **2.0 Scope**

Under this Amendment, the Consultant will provide professional engineering services; site plan and plan revisions associated with relocating the main yard control house, for the City as detailed in the **Consultant's proposal attached hereto and incorporated herein as Exhibit "A"**.

#### **3.0 Schedule**

The services to be provided under this Amendment shall be completed within 90 calendar days from the City's approval of this Amendment or the issuance of a Notice to Proceed.

#### **4.0 Compensation**

This Amendment is issued for a lump sum, not to exceed amount, of \$ 85,190.00. The attached proposal identifies all costs and expenses anticipated in the lump sum, not to exceed amount.

#### **5.0 Project Manager**

The Project Manager for the Consultant is Robert Farkas, P.E., phone: 813-951-6288; email: rfarkas@teamworknet.com; and, the Project Manager for the City is David Martyniuk, phone: 561-586-1629; email: DMartyniuk@lakeworthbeachfl.gov

#### **6.0 Progress Meetings**

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

#### **7.0 Authorization**

This Amendment to Task Order No. 3 is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services between the City of Lake Worth and the Consultant, dated **March 16, 2018** ("Agreement" hereafter). If there are any conflicts between the terms and conditions of

this Amendment and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Amendment shall take precedence over any other more general description of services.

**8.0 Confidentiality**

The information provided to the Consultant under this Amendment and Task Order No. 3 by the City will contain proprietary business information, trade secret information and information that is otherwise confidential and/or exempt from public disclosure under Florida law. Accordingly, the Consultant shall keep confidential, and shall not disseminate to any third party or use for any purpose other than the performance of this Amendment and Task Order No. 3 (except with the written authorization from the City), any information received from the City arising from or related to the performance of this Amendment and Task Order No. 3. If Consultant receives a request and/or legal process to disclose any City information, the Consultant shall promptly notify the City and provide the City an opportunity to take appropriate action to address the request and/or legal process. The Consultant shall include a similar confidentiality provision in any subcontractor agreements.

**9.0 Amendment**

Except for the provisions of Task Order No. 3 specifically amended by this Amendment, all other terms and conditions of Task Order No. 3 and the Agreement remain in full force and effect. This Amendment shall not become binding and effective until approved by the Consultant and City Commission. None of the provisions contained in this Amendment may be modified or altered except by written instrument executed by both parties.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to Task Order No. 3 as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR: **TeamworkNET Inc.**

By: Paul D. Gates

[Corporate Seal]

Print Name: Paul D. Gates

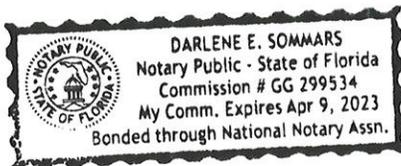
Title: CEO

STATE OF FL )  
COUNTY OF Polk )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of June, 2021, by Paul D. Gates, who was physically present, as CEO (title), of **TeamworkNET, Inc.**, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

Darlene E. Sommars  
Print Name: Darlene E. Sommars  
My commission expires: Apr 9, 2023



**EXHIBIT "A"**  
**Consultant's Proposal**

June 10, 2021

David Martyniuk  
Transmission and Substation Engineer  
City of Lake Worth Beach Electric Utility  
1900 2nd Ave North  
Lake Worth, FL 33461

**PROPOSAL & QUOTATION:                    Main Substation Control House  
Task Order #3 – Amendment #3  
Control House Relocation**

Dear Mr. Martyniuk:

TEAMWORKnet, Inc. (TWN) is pleased to provide the City of Lake Worth Beach Utilities (CLWBU) this Amendment #3 to the existing Task Order #3 for Professional Engineering Services associated with the Relocation of the New Control House for the City's Main Substation.

This work is to be performed per TEAMWORKnet's Continuing Contract for Professional Services (# 18-303). Our proposal includes the following scope of work:

**SCOPE OF WORK:**

1. TWN to work with and subcontract BHI Energy for Ground Penetrating Radar (GPR) exploration and analysis of findings. Findings shall be shared with CLWBU via detailed drawings: PDF and AutoCAD.
2. TWN to work with and subcontract BHI Energy for Civil Design associated with the new location of the Main Yard Substation Control House. Civil Design scope includes the following services:
  - a. Geotechnical Cone Penetration Test (CPT) in newly proposed area
  - b. Inspect/review retaining wall adjacent to newly proposed area
  - c. Design building foundation and clearance from retaining wall based on PRELIMINARY loading information from others
  - d. Coordination with building manufacturer as needed

**EXCLUDED SCOPE OF WORK:**

1. Relay Settings
2. Field Commissioning Services
3. Construction Materials and Labor
4. Purchase of equipment and/or Software
5. Project Management of Subcontractors
6. Power System Modeling and Analysis

**TERMS AND CONDITIONS:**

1. No new electrical equipment, computer software, material or construction labor is included, except as noted above.
2. Expenses are included.
3. No taxes, work permit fees or licensing fees are included in our proposal.
4. This work will be done on a Not-To-Exceed (NTE) without prior written authorization basis.
5. This work will be performed Monday through Friday 8 a.m. to 6 p.m. If weekend or night shift work is required, TWN will provide modified rates.
6. Due to the nature of work performed at a customer's site, TWN crews reserve the right to delay work on electrical distribution equipment for reasons including, but not limited to, inclement weather, natural disaster/acts of God, any matter beyond TWN's control, any situation that violates TWN's Safety Policy, and/or unprepared or unavailable work areas. Delays in accomplishing work at a customer's site, not caused by TWN, will be brought to your immediate attention, assessed, and with authorization, TWN's On-Site rates will be charged for said delays.
7. No work shall commence until a Purchase Order (P.O.) is received by TWN. P.O.'s can be faxed to (863) 327-1091.
8. Billing will be monthly based on percentage of work completed or mutually agreed upon milestone schedule.
9. Terms are net thirty (30) days.
10. This proposal and quotation shall remain valid for ninety (90) days.

We look forward to working with the City of Lake Worth Beach Utilities on this project. Please feel free to call if you have any questions or require additional information.

Respectfully submitted,



Robert "Bo" Farkas, P.E.  
VP – East Coast  
Engineering & Operations

*This Proposal and Quotation is the property of TEAMWORKnet, Inc. It cannot be copied or reproduced in whole or part without the express written consent of TEAMWORKnet, Inc.*

3. TWN to provide detailed changes to our design drawing package associated with the newly proposed Control House location. Factors that are affected with the relocation include the following design/review:
  - a. Duct Bank Routing/Fill
  - b. Conduit Routing/Fill
  - c. Distances/Clearances/Supporting structures
  - d. Elevation changes within the Substation relative to new location
  - e. Grounding/Ground Grid Design to be extended/tied into existing in order to reduce the hazards of step and touch potentials
  - f. Turning radius/bollard needs within the Substation relative to new location
  - g. Control cable riser locations relative to building and interior tray/ceiling

**Based on the above scope,**

**Our Professional Engineering Service Fee is:**

**\$85,190.00**

# **EXECUTIVE BRIEF ELECTRIC UTILITY MEETING**

**AGENDA DATE:** June 29, 2021

**TITLE:**

Task Order No. 5 with TeamworkNET Inc., for engineering design services for the Main Yard Substation Control House Relay Protection and Controls

**SUMMARY:**

Task Order No. 5 authorizes TeamworkNET Inc., to provide engineering design services for the Main Yard Substation Control House Relay Protection and Controls Project at a cost not to exceed \$127,915. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

**BACKGROUND AND JUSTIFICATION:**

The City previously issued a Request for Qualifications in 2018 (RFQ 18-303) to provide letters of interest and Professional Qualifications from consulting companies/firms for civil engineering, geotechnical engineering, surveying, architecture, hydrogeological services, energy management and engineering services. TeamworkNET Inc. was one of three firms selected under the Energy Management category for the Continuing Contracts for Professional Services.

As a part of SHRIP, the City's electric utility staff is planning to construct a new hardened control house for the electric utility's main 138kV to 26kV switchyard. The control house will be rated to withstand Category 5 storms and will house high voltage system relay and protection equipment such as protective relays, System Control and Data Acquisition (SCADA) equipment, DC batteries, and HVAC equipment. The new control house will also be capable of serving as an emergency backup control room if needed.

Task Order No. 5 authorizes TeamworkNET to complete development and testing for the Main Yard Substation protective relay settings for use in the new Main Yard Control House. The scope includes collecting the existing protection relay settings, validating and updating logic diagrams for each protective relay. Relay settings will be developed for the new high and low side bus differential relays which did not exist previously. Upon completion of the relay settings development and installation of the new Control House, TeamworkNET will program and test the protection relays during the commissioning phase of the Control House project. The scope of this project was initially to be completed utilizing in-house staff and was excluded from TeamworkNET's scope of work under Task Order No. 3 or any subsequent Task Orders. TeamworkNET will complete the protective relay settings development and testing at a cost not to exceed \$127,915.

**MOTION:**

Move to approve/disapprove Task Order No. 5 with TeamworkNET Inc., to complete development and testing of the Main Yard Substation Control House Relay Protection and Controls at a cost not to exceed \$127,915.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Task Order # 5

**FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	\$127,915	0	0	0	0
Operating Expenditures	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
Net Fiscal Impact	\$127,915	0	0	0	0
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

**B. Recommended Sources of Funds/Summary of Fiscal Impact:** Funds have been identified in account No. 421-6034-531-63.15, Project No. SH2103.

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
421-6034-531-63.15	Improve Other than Build / Infrastructure	SH2103	\$2,000,000	\$1,995,000	-\$127,915	\$1,867,085

## **TASK ORDER NO. 05**

### **Design Services – Main Substation Control House Relay Settings**

THIS **TASK ORDER No. 5** ("Task Order") is made on \_\_\_\_\_, 2021, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **TEAMWORKnet, Inc.**, a Florida corporation ("Consultant").

#### **1.0 Project Description:**

The City desires the Consultant to provide those services as identified herein and generally described as: **Main Substation Control House Relay Settings** (the "Project"). The Project is described in the consultant's proposal, dated June 10<sup>th</sup>, 2021, and is attached hereto as Exhibit "1" and incorporated herein.

#### **2.0 Scope**

Under this Task Order, the Consultant will provide professional services to the City as detailed in the **Consultant's proposal attached hereto and incorporated herein as Exhibit "1"**.

#### **3.0 Schedule**

The services to be provided under this Task Order, **Item 1**, shall be completed within **120** calendar days from the City's approval of this Task Order or the issuance of a Notice to Proceed. The services to be provided under this Task Order, **Item 2**, shall be completed within **30** calendar days from the date upon which the city receives the Control House, City's approval of this Task Order and/or the issuance of a Notice to Proceed.

#### **4.0 Compensation**

This Task Order is issued for a lump sum, not to exceed amount, of **\$127,915.00**. The attached proposal identifies all costs and expenses anticipated in the time and expense, not to exceed amount.

#### **5.0 Project Manager**

The Project Manager for the Consultant is Robert Farkas, P.E., phone: 813-951-6288; email: rfarkas@teamworknet.com; and, the Project Manager for the City is David Martyniuk, phone: 561-586-1629; email: dmartyniuk@lakeworthbeachfl.gov

#### **6.0 Progress Meetings**

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

#### **7.0 Authorization**

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services between the City of Lake Worth and the Consultant, dated **March 16<sup>th</sup>, 2018** ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific

scope of services set forth in this Task Order shall take precedence over any other more general description of services.

## **8.0 Confidentiality**

The information provided to the Consultant under this Task Order by the City will contain proprietary business information, trade secret information and information that is otherwise confidential and/or exempt from public disclosure under Florida law. Accordingly, the Consultant shall keep confidential, and shall not disseminate to any third party or use for any purpose other than the performance of this Task Order (except with the written authorization from the City), any information received from the City arising from or related to the performance of this Task Order. If Consultant receives a request and/or legal process to disclose any City information, the Consultant shall promptly notify the City and provide the City an opportunity to take appropriate action to address the request and/or legal process. The Consultant shall include a similar confidentiality provision in any subcontractor agreements.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order No. 5 as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

By: \_\_\_\_\_  
Betty Resch, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR: TEAMWORKnet

By: Paul D. Gates

[Corporate Seal]

Print Name: Paul D. Gates

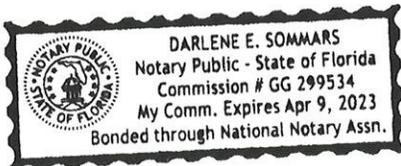
Title: CEO

STATE OF FL )  
COUNTY OF Polk )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of June, 2021, by Paul D. Gates, who was physically present, as CEO (title), of TEAMWORKnet, Inc., which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

Darlene E. Sommars  
Print Name: Darlene E. Sommars  
My commission expires: Apr 9, 2023



**EXHIBIT "1"**  
(Contractors Proposal)

June 10, 2021

David Martyniuk  
Transmission and Substation Engineer  
City of Lake Worth Beach Electric Utility  
1900 2nd Ave North  
Lake Worth, FL 33461

**PROPOSAL & QUOTATION:            Main Substation Control House  
Relay Settings Development**

Dear Mr. Martyniuk:

TEAMWORKnet, Inc. (TWN) is pleased to provide the City of Lake Worth Beach Utilities (CLWBU) this Proposal and Quotation (PAQ) for Professional Engineering Services associated with Protective Relay Settings Development for the City's Main Substation Control House.

This work is to be performed per TEAMWORKnet's Continuing Contract for Professional Services (# 18-303). Our proposal includes the following scope of work:

**SCOPE OF WORK – Item 1 – Relay Settings Development:**

1. CLWBU to provide existing relay setting files to TWN as a starting point for relay settings.
2. TWN to provide SEL relay setting file database in electronic format (RDB/DMX) for the following devices:
  - a. SEL-421            Qty 3
  - b. SEL-311L        Qty 3
  - c. SEL-387           Qty 2
  - d. SEL-487B        Qty 6
  - e. SEL-351S        Qty 18
  - f. SEL-487V        Qty 2
  - g. SEL-I/O           Qty 1

*Note that relay settings shall be developed based on existing protection settings from CLWBU provided files. If necessary, TWN shall recommend modifications during relay setting development, based on new protective relay elements being utilized.*

3. TWN to provide full logic diagrams, in electronic format (DWG/PDF), for each protective relay setting file.
4. TWN to provide a settings document for newly developed protection settings surrounding the high & low side bus differential relaying.

**Based on the above scope,  
Our Professional Engineering Service Fee for Item 1 is:**

**\$84,875.00**

**SCOPE OF WORK – Item 2 – Relay Settings Testing:**

1. TWN to provide two (2) Engineers on site for ten (10) days to conduct SEL relay testing, based on relay settings development in Item 1, for the following devices:
  - a. SEL-421 Qty 3
  - b. SEL-311L Qty 3
  - c. SEL-387 Qty 2
  - d. SEL-487B Qty 6
  - e. SEL-351S Qty 18
  - f. SEL-487V Qty 2
  - g. SEL-I/O Qty 1

*Note that relay settings shall be tested based on Item 1 completion. Item 2 can only be selected if Item 1 is awarded as well. Testing of the relay settings shall be confined to the IED itself. IED application commissioning (i.e. system commissioning) shall be proposed separately upon publication of an outage/upgrade schedule for the Main Yard Substation.*

2. TWN to provide the "AS LEFT" SEL relay setting file database in electronic format (RDB/DMX).
3. TWN to provide test reports from testing software for all IED testing performed.

**Based on the above scope,  
Our Professional Engineering Service Fee for Item 2 is: \$43,040.00**

**SUMMARY COSTING:**  
Our Professional Engineering Service Fee for Item 1 is: \$84,875.00  
Our Professional Engineering Service Fee for Item 2 is: \$43,040.00  
**Our Total Professional Engineering Service Fee for Items 1 & 2 is: \$127,915.00**

**EXCLUDED SCOPE OF WORK:**

The following Scope of Work is excluded from this proposal for either item above; however, a proposal and quotation may be developed for each service upon customer's request:

1. SEL device setting files other than those specified in Item 1, including Automation Controllers, Network Devices, etc.
2. Protective relay/system commissioning services (waiting on schedule to develop PAQ).
3. Project/construction management during installation/commissioning.
4. Power system modeling, study, and/or coordination analysis for relay settings.

**TERMS AND CONDITIONS:**

1. No new electrical equipment, computer software, material or construction labor is included, except as noted above.
2. Expenses are included.
3. No taxes, work permit fees or licensing fees are included in our proposal.
4. This work will be done on a Not-To-Exceed (NTE) without prior written authorization basis.
5. This work will be performed Monday through Friday 8 a.m. to 6 p.m. If weekend or night shift work is required, TWN will provide modified rates.
6. Due to the nature of work performed at a customer's site, TWN crews reserve the right to delay work on electrical distribution equipment for reasons including, but not limited to, inclement weather, natural disaster/acts of God, any matter beyond TWN's control, any situation that violates TWN's Safety Policy, and/or unprepared or unavailable work areas. Delays in accomplishing work at a customer's site, not caused by TWN, will be brought to your immediate attention, assessed, and with authorization, TWN's On-Site rates will be charged for said delays.
7. No work shall commence until a Purchase Order (P.O.) is received by TWN. P.O.'s can be faxed to (863) 327-1091.
8. Billing will be monthly based on percentage of work completed or mutually agreed upon milestone schedule.
9. Terms are net thirty (30) days.
10. This proposal and quotation shall remain valid for ninety (90) days.

We look forward to working with the City of Lake Worth Beach Utilities on this project. Please feel free to call if you have any questions or require additional information.

Respectfully submitted,



Robert "Bo" Farkas, P.E.  
VP – East Coast  
Engineering & Operations

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# **EXECUTIVE BRIEF**

## **ELECTRIC UTILITY MEETING**

**AGENDA DATE:** June 29, 2021

**TITLE:**

Agreement with Milsoft Utility Solutions Inc., for software, data conversion and implementation of Milsoft Engineering Analysis, Outage Management System & Geographical Information System modules

**SUMMARY:**

Agreement authorizes Milsoft Utility Solutions Inc., to provide software, data conversion and implementation of Milsoft Engineering Analysis, Outage Management System, Geographical Information System modules and training for the City's Electric Utility at a cost not to exceed \$170,355. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

**BACKGROUND AND JUSTIFICATION:**

As part of the City's System Hardening and Reliability Improvement Project (SHRIP), growth in photovoltaic system installations, ability to complete electric distribution system modeling & analysis as well as predictive analysis, the Electric Utility has identified the need for electric system modeling software and updated Outage Management System (OMS) software. The electric utility staff completed thorough research of available software providers to fulfill this need. One of the key components to evaluate and select the software provider, was to select a software provider and software that is a standard in the industry and also one in which the electric utility's consultants are familiar working with. The Electric Utility is recommending Milsoft Utility Solutions Inc., as the software provider to meet these needs and is currently being utilized by the electric utility's consultants to complete system modeling on circuits currently in design for storm hardening and voltage conversion.

The Electric Utility is requesting Single Source Procurement for Authorization of the Milsoft Agreement and software purchase under the City's Procurement Code; Article XIV, Sec. 2-112, (e), (1) and is in the best interest of the City.

Milsoft Integrated Solutions, Inc., was formed in 1989 and began providing software for electrical distribution analysis to electric utilities to help them operate more efficiently and safely. Efforts continued to make their software the most powerful and detailed distribution circuit modeling software in the world. They expanded their services to include outage management systems (OMS), interactive voice response (IVR) systems, geospatial information systems (GIS), and field engineering (staking). With the addition of Automation Consulting, Inc., in 2003, Milsoft Integrated Solutions, Inc., became Milsoft Utility Solutions, Inc. The Milsoft software can be found in over 1000 utilities, municipalities, consulting firms, and universities worldwide and offers a complete suite of utility solutions.

The City's Electric Utility is requesting three Milsoft Utility Solution software modules to begin; Engineering Analysis (EA) - WindMil, Outage Management System (OMS) - DisSPatch and

Geographic Information Systems (GIS) – WindMilMap. A brief description of the modules and their function is outlined below;

Engineering Analysis (EA) – Milsoft Engineering software gives the utility the power to perform system studies that result in the system operating more efficiently. Specific studies to assist in power loss reduction and optimization of the network have a direct correlation to dollars saved at the utility. It provides the electric utility with the ability to run a study whenever needed vs. waiting will get results faster, saving time and money. Milsoft EA Software will provide operations team members the ability to perform Fault Location, using field-measured faults to identify a possible fault location on the network. The system will also give the System Operations team abilities to pre-plan for outage scenarios, testing switching scenarios for proper voltage and capacity limits before implementing in the field. With Milsoft EA WindMil® software, the engineering team can create a detailed visual representation of the electric grid. The model will accurately represent the entire utility network, from delivery point to meter. You can also use Milsoft EA software to bring in data from other sources such as CIS, SCADA, and AMI. Optimization analysis quickly provides results on load balancing or capacitor placement optimizing system performance. Easily add proposed new load to the system to evaluate what impact it will have on the voltage and capacities of system equipment. The Milsoft EA software provides all the tools needed to create detailed system plans and long-range studies.

Outage Management System (OMS) - As costs for providing service increases, utilities face having to do more with less. Milsoft OMS software gives our customers the ability to manage outages more effectively and efficiently. Integrations to other critical utility systems like Automated Metering, SCADA, and Billing put all the information needed for efficient outage management in one place. The centralization of this data allows system operators to focus on one system equipped with the tools and knowledge required to get the power restored as quickly and as safely as possible. Leverage that with the power of Milsoft Communications products and improve your customer experience when it comes to power outages. Get rid of busy signals on the phone, give them accurate and up to date information about their specific outage, and provide that conversation in their preferred communication medium, phone, text, or email. Use the Milsoft Web Outage Viewer to give the public a map with all active outages on it and the information you wish to share displayed. With Milsoft Outage Management, we not only help employees restore outages; we also keep the public informed along the way.

The Milsoft OMS leverages the power of the Milsoft Circuit Model and provides the engineering team with the ability to run fault analysis, so when a fault is measured at a protective device on the system, Milsoft OMS can give locations where that fault is possible. Since the same model is available in Milsoft EA, load and voltage studies can be run on the model to ensure that outage restoration efforts will meet system requirements. The Switching Scheduler feature allows an engineer to use Milsoft EA to test different switching scenarios. Approved action plans can be accepted and sent directly to the Milsoft OMS for implementation in the field. The system operator is given the project exactly as it is designed, eliminating the need to search to data or reference a paper plan.

You never know when the next big storm is going to hit. It could be today or next year, but Milsoft OMS will prepare your utility for it. Milsoft puts all the tools needed in the hands of who needs them during the worst of times. Whether its call handling, dispatching crews, working outages from the field, or maintaining communication with your customer base, Milsoft has the tools to fit the role. The robust prediction engine processes the incoming events and provides the exact

outage location on the circuit model. Crews in the field can leverage Milsoft Mobile to see outages on the system and work those outages tickets to the point of restoration. Using Milsoft OMS frees up resources in the office to manage the entire event more efficiently. With Milsoft Communication software acting as the front line defense for customer calls and inquiries, resources are available to manage outages instead of being tied up on the phone. Getting rid of busy signals is also an excellent thing for anxious customers. Milsoft has the tools to fit any role when the big one hits.

Geographic Information Systems (GIS) - The utility is a complicated business model. While most companies house their assets in one building, an electric utility's inventory and human resources can be sprawled over hundreds of square miles. Managing this complex model can be simplified dramatically with GIS. With an effective GIS at your disposal, you can also implement proactive asset management programs. The possible ranges of GIS implementations are only limited by imagination. You'll see the paybacks when you start looking at capital planning, work order management, and compliance in a whole new way.

A complete, detailed electric circuit connectivity model is essential for planning and operating your system grid. The ability to easily maintain the connectivity model is a cornerstone of the Milsoft Geographic Information System (GIS). Designed to take the power of the Milsoft EA logic and embed it in the ESRI® environment, Milsoft GIS provides a single data source for the electrical connectivity model. This capability in our GIS is unique in the industry. The Milsoft GIS also includes project management tools to enable each user to create his or her versions of the model as necessary to do their job. Milsoft GIS effectively integrates mapping and engineering in a way that increases quality while minimizing an accidental mapping error.

The City's Electric Utility, Information Technology and Purchasing Departments have worked collaboratively with the Milsoft team to develop a scope of work, time-line, list of deliverables and expectations for the full implementation of this software and is detailed in Exhibit "A" of the attached agreement. The not to exceed cost for the software, implementation, data conversion and training is not to exceed \$170,355.

**MOTION:**

Move to approve/disapprove Agreement with Milsoft Utility Solutions Inc., for software, data conversion and implementation of Milsoft Engineering Analysis, Outage Management System & Geographical Information System modules at a cost not to exceed \$170,355.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Milsoft Agreement

**IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	\$170,355	0	0	0	0
Operating Expenditures	0	\$23,500	\$23,500	\$23,500	\$23,500
External Revenues	0	0	0	0	0
Program Income	0	0	0	0	0
In-kind Match	0	0	0	0	0
<b>Net Fiscal Impact</b>	<b>\$170,355</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>No. of Addn'l Full-Time Employee Positions</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**B. Recommended Sources of Funds/Summary of Fiscal Impact: Funds have been identified in account No. 421-6010-531-63.15, Project No. EL2121.**

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
421-6010-531-63.15	Improve Other than Build / Infrastructure	EL2121	\$690,000	\$690,000	-\$170,355	\$519,645

**CITY OF LAKE WORTH BEACH STANDARD ADDENDUM  
(Milsoft Agreement)**

This Addendum is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **City of Lake Worth Beach**, located at 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a Florida Municipal Corporation (“City”) and Milsoft Utility Solutions, Inc., a Texas corporation authorized to do business in the State of Florida, located at 4400 Buffalo Gap Road, #5150, Abilene, TX 79606 (“Vendor”).

In consideration of the mutual promises contained in this Addendum and contained within the Vendor Quotations, Vendor Statement of Work for Quote #50164, Vendor Statement of Work Database Conversion, and the Vendor Contract for Software License, System Installation and Support, which are attached hereto as **Exhibit “A”** (with this Addendum, the listed documents are jointly referred to as the “Contract Documents”), the City and Vendor agree as follows:

**SECTION 1 – PAYMENTS**

1.1 Payments shall be made within forty-five (45) days of receipt of proper invoice or be subject to interest at the rate of 1% per month from thirty (30) days after the due date, in accordance with the Local Government Prompt Payment Act, Section 218.70, et seq, Florida Statutes.

1.2 Support Program renewal pricing is subject to change in view of software complexity and market conditions, not to exceed 3% variance from one year to the next.

**SECTION 2 – INDEMNIFICATION**

2.1 Without waiving any rights to sovereign immunity, and subject to the limitations of and to the extent permitted by Section 768.28, Florida Statutes, as amended from time to time, City agrees to be responsible for its negligent acts or omissions arising out of or related to the Contract Documents. Nothing contained in this provision or in any of the Contract Documents shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time. The City shall not be required to indemnify Vendor under the Contract Documents.

**SECTION 3 – CONTROLLING LAW; VENUE; REMEDIES; ENFORCEMENT COSTS;  
JURY TRIAL WAIVER**

3.1 The Contract Documents shall be governed by the laws of the State of Florida. Any and all legal action, including mediation, necessary to enforce the Contract Documents will be held in Palm Beach County, Florida. Disputes related to or arising out of the Contract Documents shall not be subject to binding or non-binding arbitration.

3.2 If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney’s fees. Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of the Contract Documents. This provision shall supersede and specifically replace all other conflicting provisions in the Contract Documents.

#### **SECTION 4 - AUTHORITY TO PRACTICE**

4.1 Vendor represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in conformance with all applicable laws. Proof of such licenses and approvals shall be submitted to the City upon request.

#### **SECTION 5 – SEVERABILITY**

5.1 If any term or provision of the Contract Documents, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Contract Documents, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Contract Documents shall be deemed valid and enforceable to the extent permitted by law.

#### **SECTION 6 - PUBLIC ENTITY CRIMES AND SCRUTINIZED COMPANIES**

6.1 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Vendor certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted Vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

6.2 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Vendor certifies that it is not participating in a boycott of Israel. The City and Vendor agree that the City will have the right to terminate the Contract Documents if Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

#### **SECTION 7 - ENTIRETY OF CONTRACTUAL AGREEMENT**

7.1 The City and Vendor agree that this Addendum and the other Contract Documents set forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract Documents may be added to, modified, superseded or otherwise altered by Vendor, except by written instrument executed by the both parties hereto.

#### **SECTION 8 – WAIVER**

8.1 Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

#### **SECTION 9 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

9.1 The contract between the parties consists of this Addendum and the remaining Contract Documents. To the extent that there exists a conflict between this Addendum and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Addendum shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

## SECTION 10 – TAXES

10.1 The City is exempt from payment of Florida State Sales and Use Tax. Vendor shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the City, nor is Vendor authorized to use the City's Tax Exemption Number in securing such materials. Vendor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to the Contract Documents.

## SECTION 11 – PALM BEACH COUNTY IG

11.1 In accordance with Palm Beach County ordinance number 2011-009, this Addendum and the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Vendor should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

## SECTION 12 – INDEPENDENT CONTRACTOR

12.1 Vendor is, and shall be, in the performance of all services under the Contract Documents, an Independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the services performed pursuant to the Contract Documents shall at all times, and in all places, be an employee of Vendor and shall have no claim under the Contract Documents for compensation of any kind from the City under the Contract Documents or otherwise. Vendor shall be solely responsible for any and all compensation or payment to all persons engaged in any services performed pursuant to the Contract Documents on behalf of Vendor including, but not limited to, all wages, benefits and payroll taxes.

## SECTION 13 – CONFIDENTIALITY

13.1 **“Confidential Information”** means the non-public information of either party, including but not limited to information relating to either party's product plans, customers, designs, costs, prices, finances, marketing plans, business opportunities, personnel, research, development or know how that would reasonably be deemed to be trade secrets in accordance with Section 812.081, Florida Statutes and has been specifically identified in writing to the other party. Confidential Information does not include information that (a) is in, or enters, the public domain without breach of this Agreement; (b) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; the receiving party knew prior to receiving such information from the disclosing party; or (c) the receiving party develops independently without reference to the Confidential Information. Each party agrees: that it will not disclose to any third party, for its use for its own benefit or the benefit of any third party, any Confidential Information disclosed to it by the other party except as expressly permitted herein; and that it will take reasonable measures to maintain the confidentiality of Confidential Information of the other party in its possession or control. Either party may disclose Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative or regulatory agency, or other governmental body, provided that the receiving party, if feasible and/or legally permitted to do so, gives reasonable notice to the disclosing party to contest such order or requirement; or (ii) to the parties agents, representatives, subcontractors or service providers who have a need to know such information provided that such party maintain the Confidential Information on a confidential basis. Each party acknowledges and agrees that a breach of the obligations of this Section by the other party may result in irreparable injury to the disclosing party for which there will be no adequate remedy at law, and the disclosing party shall

be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach by the recipient.

13.2 Notwithstanding the foregoing, Vendor acknowledges that City is a public entity subject to Chapter 119, Florida Statutes. If City receives a public records request for public records received from Vendor, including any records that may be or may contain Confidential Information, City shall promptly notify Vendor. The notice shall inform Vendor that it must promptly inform City, in writing, whether or not Vendor claims an exemption to the release of part or all of the requested public record. If Vendor claims that part or all of a public record is exempt from inspection and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If Vendor claims that an exemption applies to part of a requested public record, Vendor shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be produced for inspection and copying. If Vendor promptly notifies City of a claim of exemption, City shall review the exemption claimed and decide whether to release the public records. If Vendor fails to promptly notify City that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and City shall release the record as requested.

13.3 Vendor will indemnify, defend, and hold City, City's elected officials, employees, agents, and attorneys and their successors (each an "Indemnitee") harmless of and from any claim brought or threatened against any Indemnitee by any person or entity on account of or related to any public records request for public records, as that term is defined in Section 119.011, Fla. Stat., that are or may be or may contain Confidential Information, each of which may be defended, settled or pursued by City with counsel of City's choice but at the expense of Vendor, including reasonable attorneys' fees and costs, including attorneys' fees and costs in litigation and on appeal incurred by or awarded against any Indemnitee or agreed upon by any Indemnitee as part of any settlement of any claim for attorney's fees and costs for failure to produce requested public records disclosed to an Indemnitee by Vendor.

#### **SECTION 14 – PUBLIC RECORDS LAW**

14.1 Public Records: Vendor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (the "Public Records Act"), and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the City to perform the services.
- b. Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract Documents following completion of the Contract Documents if the Vendor does not transfer the records to the City.
- d. Upon completion of the Contract Documents, transfer, at no cost, to the City all public records in possession of Vendor or keep and maintain public records required by the City to

perform the service. If Vendor transfers all public records to the City upon completion of the Contract Documents, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Contract Documents, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

**IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF LAKE WORTH BEACH, ATTN: DEBBIE ANDREA, AT (561) 586-1662, DANDREA@LAKEWORTHBEACHFL.GOV, 7 N. DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

#### **SECTION 15 – TIME**

15.1 Time is of the essence for the performance of all work/services by Vendor under the Contract Documents.

#### **SECTION 16 – INFRINGEMENT INDEMNITY**

16.1 Vendor will defend or settle at its expense a claim or suit brought by a third party against the City arising out of a claim asserting that the work, services, software, repair, materials or other deliverables ("deliverables" hereafter) provided by Vendor under the Contract Documents (if any) infringes any U.S. copyright or any U.S. patent or misappropriates a trade secret. Vendor will indemnify and hold harmless the City against and from damages, costs, and reasonable attorneys' fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) Vendor is promptly notified in writing of such claim or suit, (ii) Vendor will have the sole control of the defense and settlement thereof, and (iii) City furnishes Vendor, on reasonable request, information available to City for such defense. The City will not admit any such claim without prior consent of Vendor.

- a. In the event of a claim of infringement, Vendor shall, at its option:
  1. procure for City the right to continue using the deliverables provided under the Contract Documents; or
  2. replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance.
  3. If neither of the above actions is reasonably feasible, Vendor will refund to City the fee actually paid by City under the Contract Documents (as amortized on a straight-line basis over the time in which the City was able to use the deliverables.
- b. Vendor will have no obligation under this section for infringement if and to the extent that such claim arises from:

1. modification of the deliverables other than by Vendor or by its recommendation;  
or
  2. combination of the deliverables with products other than those supplied by Vendor;
  3. the alleged infringement or misappropriation relates to such modification or combination; and/or
  4. the specifications or written direction of the City directs Vendor to construct, fabricate or otherwise provide the infringing deliverables, design, apparatus or, article, with Vendor's products, services, or work product.
- c. Vendor will also not have any indemnification obligation with respect to a claim: (i) if it has provided City with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by City within a reasonable time or (ii) arising out use of the deliverables not in accordance with the Contract Documents.
- d. Vendor's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon Vendor whether such injury or damage shall accrue, or may be discovered, before or after termination or expiration of the Contract Documents.

#### **SECTION 17 – BUDGET AND APPROPRIATION**

17.1 Vendor acknowledges and agrees that the City is a municipal corporation and political subdivision of the state of Florida, and as such, the Contract Documents are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated therewith in any fiscal year of the City. Based upon the timeframes set forth in the Contract Documents, the City agrees that it has the funding available for the current fiscal year (FY 2020-2021) and agrees to propose in each applicable fiscal year budget thereafter an amount to cover the City's payment obligations as stated in the Contract Documents; however, the City's future funding obligations as stated herein are all subject to the City's annual budgeting and appropriation process. Vendor understands and agrees that the City's funding obligations hereunder are payable exclusively from duly appropriated or otherwise legally available funds and shall not be construed to be debt, liability or obligation within the meaning of any applicable constitutional or statutory limitation or requirement. Neither the City nor the State of Florida nor any political subdivision or agency thereof has pledged any of its full faith and credit or its taxing power to make any payments under the Contract Documents. In the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City's payment obligations in the Contract Documents in any fiscal year after the current fiscal year, then the City will notify Vendor of such occurrence and either the City or Vendor may terminate the Contract Documents by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the City of any kind whatsoever; however, City shall pay Vendor for all services performed under the Contract Documents through the date of termination.

#### **SECTION 18 – EVENT OF DEFAULT AND REMEDIES**

18.1 Each of the following shall be an "Event of Default" under the Contract Documents:  
(a) Vendor fails to observe or perform any term, covenant, or condition of the Contract Documents which is required of VENDOR to be observed or performed, and Vendor fails to

remedy the same within thirty (30) days after notice from the City; and (b) the City fails to observe or perform any term, covenant, or condition of the Contract Documents which is required of the City to be observed or performed, and the City fails to remedy the same within thirty (30) days after notice from Vendor. However, if the City's or Vendor's Event of Default is of such a nature that it cannot be reasonably cured within the foregoing thirty (30) day period, the defaulting party shall be entitled to a reasonable period of time under the circumstances in which to cure said default, provided that the defaulting party diligently commences such cure within the foregoing 30-day period and thereafter proceeds with the curing of the default.

18.2 Except for the City's non-payment due to a lack of budget and appropriation as set forth in section 17 above, if an Event of Default is not cured within the timeframes set forth above by the City, Vendor shall have all rights and remedies under the Contract Documents against the City. The City shall have all rights and remedies available to it under applicable law including termination of the Contract Documents for breach.

### **SECTION 19 – DISPUTE RESOLUTION**

19.1 The City shall not be required to enter into arbitration under the Contract Documents.

### **SECTION 20 – LIMITATION OF LIABILITY**

20.1 The liability of both parties, regardless of legal theory shall not be greater than the fees actually paid by City to Vendor in connection with the products or services at issue during the twelve (12) month period immediately preceding the date upon which such claim accrued.

### **SECTION 21 – NO CONSEQUENTIAL DAMAGES**

21.1 In no event shall City be liable to Vendor for any incidental, special, indirect, consequential, or punitive damages arising out of or related to the Contract Documents, whether such alleged damages are labeled in tort, contract, or otherwise, and even if Vendor has been advised of the possibility of such damages.

### **SECTION 22 – E-VERIFY**

22.1 Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, Vendor shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under the Contract Documents) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of the Contract Documents and provide the same to City upon Request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the Contract Documents; and

f. Be aware that if City terminates the Contract Documents under Section 448.095(2)(e), Florida Statutes, Vendor may not be awarded a contract for at least one (1) year after the date on which the Contract Documents are terminated and will be liable for any additional costs incurred by City as a result of termination of the Contract Documents.

#### **SECTION 23 – AMENDMENT**

23.1 The Contract Documents may be amended only by mutual written agreement of the parties.

#### **SECTION 24 – EXECUTION AND EFFECTIVENESS**

24.1 The Contract Documents may be executed digitally or electronically by the parties and such execution will serve as and have the same effect as an original signature.

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IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH**

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

By: \_\_\_\_\_  
Betty Resch, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

**[VENDOR]**  
**MILSOFT UTILITY SOLUTIONS, INC.**

By: Adam Turner

Print Name: Adam Turner

Print Position: CEO of Business Operations

STATE OF FLORIDA )  
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this 17th day of JUN, 2021, by Adam Turner, as CEO of Business Operations of Milsoft Utility Solutions, Inc., a corporation authorized to do business in the State of Florida, and who was physically present and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

[SEAL]

Notary Public:  
Sterling Skidgel



**EXHIBIT "A"**

**Vendor Quotations, Vendor Statement of Work for Quote #50164, Vendor Statement of Work Database Conversion, and the Vendor Contract for Software License, System Installation and Support (29 pages total)**



**Schedule A**

Quote Number:	50164
Date Created:	01-26-2021
Account Manager:	Julie Henry
E-mail:	julie.henry@milsoft.com
Phone:	(800) 344-5647
Valid Until:	04-26-2021

Bill To	Ship To
Paul Nicholas Lake Worth Beach, City of 1900 2nd Avenue N Lake Worth, FL, 33461-4298 USA	Paul Nicholas Lake Worth Beach, City of 1900 2nd Avenue N Lake Worth, FL, 33461-4298 USA

**Geographic Information Systems**

Quantity	Quoted Line Item	Retail Price	Ext. Price	Discount
1.00	<p>WindMilMap® 1st Seat WindMilMap® is an extension to the ESRI ArcGIS product line that enables the creation and editing of the Milsoft Circuit Model in the ESRI environment. Includes Circuit Model server applications to keep data in sync with other Milsoft applications. WindMil® edit only is included. Support program available - see Terms &amp; Conditions.</p> <p>Note: ESRI products are required but not included.</p>	\$20,000.00	\$19,000.00	5.00%
1.00	<p>WindMilMap® Additional Seat An additional seat of WindMilMap®, an extension to the ESRI ArcGIS product line that enables the creation and editing of the Milsoft Circuit Model in the ESRI environment. Includes Circuit Model server applications to keep data in sync with other Milsoft applications. WindMil® edit only is included. Support program available - see Terms &amp; Conditions.</p> <p>Note: ESRI products are required but not included.</p>	\$5,000.00	\$4,750.00	5.00%

Subtotal:	\$25,000.00
Discount:	\$1,250.00
Discounted Subtotal:	\$23,750.00
Total:	\$23,750.00

**Engineering Analysis**

Quantity	Quoted Line Item	Retail Price	Ext. Price	Discount
1.00	<p>Milsoft Engineering Analysis Includes (1) seat each of WindMil®, LightTable®, Landbase®, Streaming Landbase®, Contingency Study, and Reliability Analysis. Support program available - see Terms &amp; Conditions.</p>	\$32,500.00	\$30,875.00	5.00%

1.00	Milsoft Engineering Analysis - Additional seat Includes (1) additional seat of Milsoft Engineering Analysis (WindMil®, LightTable®, LandBase®, Streaming LandBase, Contingency Study, and Reliability Analysis). Support program available - see Terms & Conditions.	\$5,000.00	\$4,750.00	5.00%
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Subtotal:	\$37,500.00
Discount:	\$1,875.00
Discounted Subtotal:	\$35,625.00
Total:	\$35,625.00

## Outage Management

Quantity	Quoted Line Item	Retail Price	Ext. Price	Discount
1.00	DisSPatch® Site License (25,001 - 50,000 Meters) DisSPatch® offers an effective way to quickly detect, analyze and respond to power outages. Includes Enhanced Crew Management. Support program available - See Terms & Conditions.	\$55,000.00	\$33,000.00	40.00%

\* Optimal performance contingent upon hardware specification adherence.

Subtotal:	\$55,000.00
Discount:	\$22,000.00
Discounted Subtotal:	\$33,000.00
Total:	\$33,000.00

## Services

Quantity	Quoted Line Item	Retail Price	Ext. Price	Discount
1.00	Database Conversion A database conversion process converts data from one format to another and establishes the electrical connectivity in the new environment to the extent possible by the data represented. The conversion includes a customer migration application. Support program available.	\$25,000.00	\$25,000.00	0.00%
1.00	Work Order Entry Service work to create/update a GIS electrical model in WindMilMap from data provided by customer. Requires data review	\$19,980.00	\$19,980.00	0.00%
1.00	Integration Configuration A Milsoft integration configured for MultiSpeak compatible products. See Terms and Conditions.	\$10,000.00	\$10,000.00	0.00%

Subtotal:	\$54,980.00
Discount:	\$0.00
Discounted Subtotal:	\$54,980.00
Total:	\$54,980.00

## Training

Quantity	Quoted Line Item	Retail Price	Ext. Price	Discount
1.00	Initial GIS Setup / Training Includes: three (3) days of initial virtual GIS training, software installation and configuration.	\$15,000.00	\$5,000.00	0.00%
1.00	Initial EA Setup / Training Includes: three (3) days of initial virtual EA training, software installation and configuration.	\$15,000.00	\$5,000.00	0.00%

1.00	Initial OMS Setup / Training Includes: three (3) days of initial virtual OMS training, software installation and configuration.	\$15,000.00	\$5,000.00	0.00%
1.00	Onsite Go Live 2 Day Two (2) days of onsite Go-Live support and all related travel expenses. Curriculum chosen by Customer. Support program not available.	\$8,000.00	\$8,000.00	0.00%

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	Subtotal:	\$23,000.00
	Discount:	\$0.00
	Discounted Subtotal:	\$23,000.00
	Total:	\$23,000.00

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	<b>Grand Total</b>	
	Subtotal:	\$195,480.00
	Discount:	\$25,125.00
	Discounted Subtotal:	\$170,355.00
	Total:	\$170,355.00

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**Quote Acceptance:**

This Quote comprises all material representations and constitutes the entire understanding between the parties to date with respect to the subject matter hereof and supersedes any and all prior representations, offers or agreements either oral or written between the parties with respect to such subject matter. This Quote shall serve as Schedule A to the Customer's contract for procurement of the Product, Training, Service and Support Program as described when applicable.

**Terms and Conditions - Geographic Information Systems - WindMilMap®****Payment Terms for New Systems - All Seats**

- GIS Software – 33% upon installation, 33% upon training completion, 34% upon system go-live
- GIS Training – 100% upon delivery of training
- Payment due upon receipt of invoice, Net 30 days

**Price Exclusions**

- Hardware
- Microsoft® SQL Server™
- ESRI
- Support Program
  - Annual support at the rate of 20% of the full retail price
  - Support invoiced separately upon install

**Terms & Conditions – WindMil®, LightTable®, LandBase with Streaming LB, Contingency Study, Reliability Analysis****Payment Terms**

- Payment due upon receipt of invoice; Net 30 days
- EA Software – 33% upon installation, 33% upon training completion, 34% upon system go-live
- EA Training – 100% upon delivery of training

**Price Exclusions**

- Hardware
- Microsoft® SQL Server™
- Support Program
  - Annual support at the rate of 20% of the full retail price
  - Annual support invoiced separately after key is sent

**IMPORTANT! Customer's Hardware and Operating System (OS) Requirements**

Customer, before signing below, please check online to ensure that you have current compatibility and the latest recommendations for optimum functionality of this and all Milsoft® software with your computers and devices, through the following link to our sharefile:

<https://milsoft.sharefile.com/d-s66e85c71ca643bd9>

**Terms & Conditions - Database Conversion with WindMilMap®****Payment Terms**

- Payment due upon receipt of invoice
- 75% invoiced after quote acceptance
- 25% invoiced upon delivery of final conversion

**Price Exclusions**

- Hardware
- Microsoft® SQL Server™

**Terms & Conditions - OMS DisSPatch® Site License**

**Payment Terms**

- Payment due upon receipt of invoice, Net 30 days
- OMS Software – 33% upon installation, 33% upon training completion, 34% upon system go-live
- OMS Integration – 100 % upon system go-live
- OMS Training – 100% upon delivery of training
- Payment must be in USD

**Price Exclusions**

- Hardware
- Microsoft® SQL Server™
- Costs incurred as a result of Customer requested changes
- Custom Reports
- Support Program
  - Annual support at the rate of 20% of the full list price
  - Support invoiced separately upon completed installation
- Initial Training or Configuration
- Any pre-installation site visit expenses

**Terms & Conditions - Integration Configuration**

**Payment Terms**

- See OMS payment milestone

**Price Exclusions**

- Hardware
- Support Program
  - Annual support at the rate of 20% of the full list price
  - Support invoiced separately upon completed installation

**Terms & Conditions - Services - Work Order Entry**

**Payment Terms**

- Hours used will be billed quarterly
- Payment must be made in USD

**Account Name:** \_\_\_\_\_

**Accepted By:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PO# (if applicable):** \_\_\_\_\_



**Statement of Work for  
Quote# 50164**

**City of Lake Worth Beach**  
1900 2nd Avenue N  
Lake Worth, FL 33461-4298



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## **Introduction/Background**

The City of Lake Worth Beach (hereafter referred to as “**Customer**”) is contracting Milsoft Utility Solutions (hereafter referred to as “**Milsoft**”) to provide several components of software comprising the Core E&O system. This project also includes initial deployment of software/services as well as delivery of Training. The Customer is also contracting Milsoft to provide a Database Conversion.

The Statement of Work below requires Customer signature on both the prerequisite documents: the Quote and the Software License Agreement.

## **Scope of Work**

The Scope of Work is limited to the installation, configuration, or delivery of the line items listed on **Quote# 50164**, and as agreed to in the Software License Agreement.

- Database Conversion (See separate SOW)
- Installation and configuration of the Core E&O System, comprised of the following:
  - Milsoft Geographic Information System (GIS) – WindMilMap
  - Milsoft Engineering Analysis (EA) – WindMil
  - Milsoft Outage Management (OMS) – DisSPatch System
  - Approved Integrations for Tantalus and Naviline
- Initial GIS Training
- Initial EA Training
- Initial OMS Training

No other work, software, or deliverables are included or implied.

## **Place of Performance**

Milsoft will perform work at one or more of the following places:

- Abilene, Texas
- On Site

Milsoft uses Milsoft Connect (our branded version of ConnectWise Control) to perform all remote work. We chose to use this product because it allows us to assist our customers upon demand with immediate support. ConnectWise Control Support gives our techs full remote access to remotely control, troubleshoot, and update client devices remotely in real-time for immediate resolution. ConnectWise is also routinely and thoroughly audited by independent third-party organizations and government agencies to ensure our products and practices comply with global and regional regulations and standards. They are SOC 2 Type 2 certified.



## **Customer Deliverables**

The Customer is responsible for providing all required data for the Database Conversion. The City of Lake Worth Beach has the ability to export their data in a format that can be ingested into the Milsoft system for conversion. Milsoft performed a gap analysis using the methods described. This was necessary to ensure the project could be executed as planned. The exported data will be models, customer information, etc., and any integration data, such as URLs and credentials for integration configuration. Please refer to the Database Conversion Statement of Work for details regarding the conversion process, and deliverables required.

Customer will provide the required hardware (VM or Physical machine) that meets or exceeds the Milsoft Hardware and Software Requirements for the installation of the software components listed in the Quote. Milsoft can aid the customer in defining the number and type of servers needed during the Project Management process. Hardware should be ordered within two (2) months of signing this SOW.

The Customer will also provide Milsoft with all required access to the system. Adequate permissions, usually Local Admin, are also required for installation and configuration. The Customer will make any required network changes, such as permissions in firewalls and exceptions in antivirus/antimalware programs in order for the Milsoft software to function.

## **Milsoft Deliverables**

Milsoft will deliver a converted model based on the data provided by the customer. See the Database Conversion Statement of Work for full details.

Milsoft will install the required software on Customer's system. This is performed remotely using Milsoft Connect.

For the Core E&O System (EA, GIS, and OMS), Milsoft will deliver access as described in the quote to the following applications: WindMil<sup>®</sup>, LightTable<sup>®</sup>, WindMilMap<sup>®</sup>, DisSPatch<sup>®</sup>, Calls Manager, Crew Manager, Reports, Internal Web Outage Viewer, and Public Web Outage Viewer. The Core E&O system is to be installed on-site on customer-provided infrastructure.

Milsoft offers multiple approved integrations with 3<sup>rd</sup> party vendors. Milsoft will assist Customer in configuring any approved integrations from the QA Validated Integrations list (vendors who have undergone vendor-to-vendor testing and validation). Milsoft will provide Assertion Documents for any integrations that the utility wishes to pursue. Individual integrations may have different data or setup requirements.

Milsoft will perform configuration work, and will prepare the system for use by the Customer, including preparing the system for Training, and cleaning up training data after Training has concluded.

## **Timeline**

The schedule for deployment will depend upon the availability of the Milsoft technicians and resources, as well as the availability of the Customer staff, timeliness of the customer deliverables, and the number of customizations or configuration changes that the Customer is requesting. Typical deployments of Core E&O software with a Database Conversion and training take between six (6) and twelve (12) months, depending on the complexity of the conversion, and training schedules. Delays past the typical deployment timeframe may be experienced if the Customer does not meet deadlines in providing deliverables.

- Kickoff Call (1 day)
- Database Conversion (4 months)
  - Initial Data Upload (1 week)
  - Gap Analysis (2 weeks)
  - Gap Analysis Results (1 day)
  - Additional Requested Data Gathered/Uploaded (2 weeks)
  - Initial converted model (6 weeks)
  - Additional edits, improvements, as needed (6 weeks)
  - Final converted model provided to Install team (1 day)
- Core E&O Software Installation (1 day)
- Core E&O System Configuration & Integration Configuration (1 month)
  - Any specified integrations in the Quote
  - Configuration of Flat File for importing the customer data via ConsImport for Naviline. Milsoft will work with the customer and Naviline to design a .csv file that will be passed back and forth at a predetermined, scheduled time daily. If the file is needed more than once a day, that can be scheduled. Once the file is set, everything will run automatically. This will be the method of integration used with Naviline. If there are changes made to Naviline that require a change to the Milsoft flat-file that will be handled at no charge to the city.
  - Integration via MultiSpeak for Tantalus. Milsoft utilizes Real Time MultiSpeak web service interfaces to define and implement the data transport. Each web service consists of one or more methods. MultiSpeak uses Web Service Description Language (WSDL) files to document the methods and define which messages are required to achieve the goals of each method. MultiSpeak Integration enables vendors, and utilities, to develop interoperable interfaces that assure utility customers that software products from different suppliers interoperate without requiring the development of expensive custom interfaces. Milsoft has worked with Tantalus in the past and successfully implemented MultiSpeak integration. As with any MultiSpeak vendor any change made to software does not affect the integration with other MultiSpeak vendors.
  - Validation of system before training
  - Clean-up of training data before Go-Live
- Training (1-2 months, each training provided in one week Tues-Thurs, with gaps in between if additional post-model-deliver clean-up is needed)



- GIS Training (3 days)
- EA Training (3 days)
- OMS Training (3 days)

Training is typically provided shortly after the deployment of the software subject to coordination of Milsoft training resources and the availability of the Customer to host the training. The order of the training is typically GIS first, EA second, and OMS third. Customers usually begin using the software as soon as training for those applications have been completed. Go-live for GIS following the GIS Training, Go-live for EA following the EA Training, and Go-live for OMS following the OMS Training. However, the timeline for Go-Live is up to the customer to determine with assistance and guidance from the Milsoft trainers.



## **Change Orders**

Any modification to this Statement of Work must be requested in writing, reviewed, and agreed to by both parties. Any Change Order will be created by Milsoft and submitted for Customer review and approval. Such changes may result in required adjustment of the project deadlines or cost.

Once reviewed, approved, and signed by a Chief Executive Officer of Milsoft and binding authority of Customer, the Change Order will become effective.

## **Statement of Work Acceptance**

MILSOFT UTILITY SOLUTIONS, INC.

**City of Lake Worth Beach**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## **STATEMENT OF WORK**

### **DATABASE CONVERSION**

Prepared for Milsoft customer:

[ Paul Nicholas  
City of Lake Worth Beach  
1900 2<sup>nd</sup> Avenue N  
Lake Worth, FL 33461 ]

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## **Introduction/Background**

[City of Lake Worth Beach] (hereafter referred to as “**Customer**”) has engaged Milsoft Utility Solutions (hereafter referred to as “**Milsoft**”) to convert data from [Futura GIS] to a format that is compatible with the Milsoft’s Engineering and Operations (E&O) Model. The database conversion process is interdependent between Customer and Milsoft and will require several review iterations.

## **Scope of Work**

The scope of work is limited to electrical circuit elements and map points recognized by Milsoft’s E&O software. Corrections or modification to the source data will be the responsibility of Customer and will not be included in Milsoft’s scope of work.

## **Place of Performance**

Milsoft will perform work at one or all of the following places:

- Abilene, Texas

## **Data Sources**

- Customer-supplied data sets correlated to Attachment A
- Supplemental data outside Customer data set in compliance with Attachment A

## **Data Destination**

- Milsoft E&O Model (FairCom)
- Milsoft Data Set/Internal Tables (MS SQL)

## **Conversion Process**

During the conversion process, Milsoft will expect Customer to provide prompt (typically within two business days) and detailed reviews of mapped and converted data. Milsoft cannot provide any missing data or independently identify/fix latent data errors. Engineering assumptions (e.g. snapping transformers and lines to poles based on proximity) will be used to create data. However, assumptions are not guaranteed to be engineering-accurate.

1. Milsoft will be using a secure ShareFile Account for all data transfers between the City and Milsoft. Ease and security are the most important factors when passing data between Milsoft and customers. Milsoft has chosen to move to ShareFile Account sharing to pass data. Security of your data is vital to the integrity of our business. Using ShareFile provides a platform using industry-leading security standards when sharing confidential files. Files are kept secure during transfer with

SSL/TLS encryption protocols. In the cloud, the storage of your files is kept safe using AES 256-bit encryption. Using SSAE 16 Type II certified data centers, all your indispensable company data is stored in proven and trusted cloud infrastructure, standards used by leading e-commerce websites, and in internet banking. Your Milsoft tech will provide a ShareFile account to be used to exchange all customer data files. This account information will be communicated to the customer prior to the kick-off call.

2. Milsoft will initiate and conduct a database conversion project kick-off call with Customer team to discuss and identify:
  - a. Required Interfaces (e.g. Billing, AMI, Staking ...)
  - b. Grid Requirements
  - c. Coordinate System
  - d. Workflow
  - e. Data Sources and Request Data
  - f. Project Contacts
3. If Customer wishes to use grid-based naming within the Milsoft E&O Model, a schema must be provided by Customer supplying unique element names which can be programmatically defined within the Milsoft E&O Model. The grid-based naming may be used for all electrical elements within the Milsoft E&O Model. Customer is responsible for all renaming of elements within Customer's model and database.
4. Customer will be provided an evaluation of Customer's electric model including overall accuracy (Gap Analysis). Missing or inaccurate information will be detailed so Customer can update the source data.
5. Database conversion will be limited to data from Customer's data sources selected by Milsoft. Milsoft will create data mappings based on Customer's data and Milsoft's standardized file structure. In the event that the element data required for a connectivity model is not provided, Milsoft will insert the elements without electrical connectivity. Customer is responsible for data cleanup not provided in source data.
6. [The transmission portion of the electric model, if contracted by Customer, can be included in the conversion; however, transmission will be isolated/disconnected from the distribution network model to optimize outage predictions.
7. Milsoft supports Center Tap transformer modeling; however, not all 3<sup>rd</sup> party software systems recognize Xn phasing. If Customer requires Center Tap transformer modeling in WindMil/EA and standard phasing for Outage Management or Staking, Milsoft recommends the model be delivered in standard phasing (A/B/C). Altering existing single-phase transformers to Center Tap is relatively easy using WindMil tools prior to running analysis. Typically, two and three phase Power & Light transformer banks require engineering assumptions because the source data doesn't identify which transformer is center tapped. The Customer has the ability to store Center Tap information in the transformer unit table (external SQL table) even when only standard phasing is selected. |



8. After initial conversion, Milsoft will conduct an evaluation of Customer's electric model and provide a report assessing the overall accuracy. The report will detail missing or inaccurate information. It is Customer's responsibility to update source data.

Milsoft will provide Customer with ongoing analysis of the data quality throughout the conversion process, and will work with Customer to address any issues.

## **CUSTOMER DELIVERABLES**

1. Customer will provide a defined detailed list of data requested by Milsoft, and linking information for Internal Tables in their database by:
  - a. Collectively determining how equipment not presently modeled by Milsoft will be handled to include underground switchgear, feed-thru cabinets, pad-mounted transformers, and open-points.
  - b. Defining:
    - i. Naming conventions
    - ii. Unique identifiers required to link devices in the Milsoft E&O Model to Internal data
    - iii. Attributes to use for the Milsoft E&O Model's equipment device definitions (EQDB)
2. Customer will provide the current data source to be used for the conversion and attribute data associated with the model elements to be used with Milsoft Internal Tables prior to the start of the conversion project.
3. Customer must establish a cut-off date for posting changes to the source data prior to the final conversion and the transition to the Milsoft E&O Model.

Customer will make corrections to the source data requested by Milsoft as errors and/or inconsistencies surface during the joint reviews of the Milsoft E&O Model generated by the database conversion. Corrections will be completed and returned to Milsoft within two (2) business days to prevent software installation delays for Customer. Customer may elect to forego some corrections at their discretion if the corrections cannot be made in a timely manner prior to the cut-off date.

## **MILSOFT DELIVERABLES**

1. Milsoft will deliver a completed Milsoft E&O Model and attribute data associated with the model elements in the form of Milsoft Internal Tables (MS SQL). This delivery is contingent upon the timely participation and prompt responses of Customer throughout the data conversion work.



2. Upon request, a virtual machine will be hosted for Customer to facilitate the review of their converted data using Milsoft's WindMil software. If Customer is not familiar with WindMil, basic training can be obtained by contacting Milsoft.
3. Milsoft will convert Customer data using proprietary coding and conducting detailed quality assurance reviews of the Milsoft E&O Model and data provided from the data conversion.
4. Milsoft will initiate joint reviews of the Milsoft E&O Model throughout the conversion process.
  - a. Programmatic changes to correct issues discovered during joint reviews will be completed by Milsoft.
  - b. Customer and Milsoft will evaluate progress toward a final conversion and cut-off date after the second data review.
  - c. All third-party updates must be posted prior to the cut-off date.

## **INSTALLATION**

Milsoft will install the Milsoft E&O Model on Customer's system following the review of the final conversion.

## **POST INSTALLATION CUSTOMER DATA REVIEW AND CLEAN-UP**

Customer will receive Milsoft Standardized Tables and "External Tables" (MS SQL) with the completed data conversion. Only source tables relevant to the conversion will be stored in the Milsoft Standardized Tables. The "External Tables" typically contain fields that have a great deal of redundant and legacy data that could unnecessarily inhibit the performance of the software; therefore, Milsoft will leave "external tables" turned off upon delivery, to optimize performance of the system while retaining the legacy data Customer might need for other purposes.

If Customer wishes to link the "external tables," Customer is advised to use SQL Server to review the database and delete data fields that are redundant or no longer required. Depending on the amount of extraneous data contained within the original database, this can be a significant task, but failure to review and delete legacy "external tables" SQL data fields can cause sluggish performance of Milsoft products.

Wholesale deletion of the "external tables" database is an option, as it is provided as an archive of the data Milsoft received. Such deletion is only recommended once Customer is certain they have no need for this archived data.



**Database Acceptance Criteria**

Acceptance of the database conversion will occur when Customer has reviewed the conversion and found no significant errors within Milsoft’s scope of work.

**Change Orders**

Any modification to this Statement of Work must be requested by one party’s Project Manager (PM) to the other party’s PM, reviewed, and agreed to by both parties. Any proposed Change Order will be drafted by Milsoft and submitted for Customer review and approval. Such changes may result in required adjustment of the project deadlines or additional fees; any change that requires an increase in cost should be coordinated through the RAM and Customer. Once signed by Milsoft’s CEO of Business Operations and Customer’s authorized representative, the Change Order will become effective.

**Statement of Work Acceptance/Authorization**

MILSOFT UTILITY SOLUTIONS, INC.

[Paul Nicholas]

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Project Acceptance by Customer upon Completion**

By: \_\_\_\_\_  
*Signature of Customer Representative*



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Printed Name & Title

---

Date

## **Attachment A: Customer data required to complete Milsoft E&O Model.**

Customers Coordinate System and Projection (WGS-84) to be used  
Customers Location Data for each element  
The Parent and Child data (Up-line & Down-line) information for all model elements  
Equipment Database (eqdb) (if current WindMil customer)

### **Elements**

Each data element must be identified. Elements are required to have a unique name, type and include attribute data listed in this attachment.

1. Overhead
  - a. Unique Name (ID) include preferred prefixes to distinguish OHP, OHS
  - b. Phase Data
  - c. Conductor Definitions (both phase and neutral conductors)
  - d. Impedance Length
2. Underground
  - a. Unique Name (ID) include preferred prefixes to distinguish UGP, UGS
  - b. Phase Data
  - c. Conductor Definitions (phase conductor, if neutral is concentric, or tape shield)
  - d. Impedance Length
3. Regulator
  - a. Unique Name (ID) include preferred prefix
  - b. Phase Data (phase of the bank, include the controlling phase where applicable)
  - c. Regulator Size (in kva or amps/designate equipment definition)
  - d. Voltage Level
  - e. LD Comp R&X (preferred)
  - f. First House High & Low (preferred)
4. Transformer
  - a. Unique Name (ID) include preferred prefix
  - b. Phase Data
  - c. Winding Connections
  - d. Transformer Equipment/Impedance Definition

- e. Rated L-L Input Voltage
  - f. Rated L-L Output Voltage
  - g. Nominal of Output System
  - h. Overhead, Step, or Pad Mounted? – Transclosures will be typed as Pad-Mounted. If identified in the data, they can be given unit tables in the External Data Tables
  - i. kva data
  - j. input/output voltage data (preferably line-to-line)
5. Switch
- a. Unique Name (ID) include preferred prefix
  - b. Phase Data
  - c. Switch Status (open/closed/looped)
  - d. Switch ID (optional)
  - e. Open Points can be modeled as switches, or nodes, if data supports this. This will require a unique prefix (OP)
6. Source
- a. Unique Name (ID)
  - b. Phase Order (↻) Data (position of lines leaving substation)
  - c. Impedance Code Minimum (often this is the substation number and name)
  - d. Impedance Code Maximum (often this is the substation number and name)
  - e. Sub Number (optional)
  - f. Bus Voltage
  - g. Overhead Ground Ohms
  - h. Underground Ground Ohms
  - i. Nominal L-G
  - j. Nominal L-L
  - k. Connection (wye/delta)
  - l. Regulation (yes or no)
7. Generator
- a. Unique Name (ID) include preferred prefix
  - b. Phase Data
  - c. Generator Model
  - d. Total Generator kVA
  - e. PU Volts
  - f. Output (kW)
  - g. Maximum Leading Output (kvar)
  - h. Maximum Lagging Output (kvar)
  - i. Connection (wye/delta)
8. Motor
- a. Unique Name (ID) include preferred prefix
  - b. Phase Data
  - c. Motor Mode (example: horse power)
  - d. Total Motor HP

- e. Rated LG Volts
  - f. Rated LL Volts
  - g. Load in kW
  - h. Load in kVAR
  - i. Motor Status (off/on)
  - j. Locked Rotor
  - k. Soft Start (if applicable)
9. Device
- a. Unique Name (ID) include preferred prefix
  - b. Phase Data
  - c. Device Code (example: 3-phase operation)
  - d. Device Status (phase open/closed)
  - e. If Feeder Device (require feeder number/feeder alias)
  - f. Device Equipment Definitions
  - g. Current and Link Ratings, Device Type data
10. Capacitor
- a. Unique Name (ID) include preferred prefix
  - b. Phase Data
  - c. How Capacitor Bank Connected (series/shunt)
  - d. Capacitor Connection (same as parent/wye/delta)
  - e. Capacitor kVAR Rating (total/phase)
11. Consumer
- a. Unique Name (ID) unique tie between model and CIS
  - b. Phase Data
  - c. Active (yes/no)
  - d. Consumer Type (example: residential/small commercial/traffic light)
  - e. Meter Number
12. Map Points and Assemblies (requires all domain values and codes necessary for identifying the proper categories noted below)
- a. Assembly Label/Code
  - b. Parent Type
    - i. Pole
    - ii. Junction Box
    - iii. Tower
    - iv. Pad
    - v. Pedestal
    - vi. Enclosure
    - vii. Vault
    - viii. Pull Box
    - ix. Marker
    - x. Light
    - xi. Surface Structure



- xii. Foreign Structure
- xiii. Storage Location
- xiv. Non-Utility Facility
- c. Quantity

13. The foregoing list contains data elements and attributes Milsoft typically requires to build an E&O Model. If the data supplied does not contain all information needed, Milsoft will request missing data from Customer. If Customer does not have all data required, Milsoft will work with Customer to establish default values where possible. Milsoft reserves the right to define what data is needed to create the Milsoft E&O Model and External Tables.

### **Potential Data Sources**

The list of potential data sources is will be tailored to each Customer. This list is typical of ESRI based GIS users:

1. ESRI Personal Geodatabase (.mdb) without class extensions
2. Billing Export, (.csv) format is preferred, with column headers
3. If using ArcSDE please provide a SQL back up file (.bak)
4. ESRI Domains and Coded Values
5. Any substation 1-line drawings that show substation regulators/transformers/reclosers, etc
6. Copy of the Engineer's WindMil model and corresponding equipment database (eqdb) (if available)
7. Shape Files of Landbase (roads, water ways, board districts, etc...)
8. Shape File of Grid used for Grid-based naming, along with the format of the Grid naming
9. List of switchgear, including Manufacturer, Type (Box/Retangular) and Configuration (Example: S&C PME-9)
10. Percent Impedance, X/R, and NL Losses values for transformers (typically from the Engineer)
11. Substation impedance information (positive/negative/zero sequence values)
12. Line Reclosers and Sectionalizers information (Manufacturer/Current Rating/Type) if not contained within the GIS database
14. Export of CIS Transformer database in (.csv) format with column headers
15. Any additional notes, data, etc. that are pertinent to the final converted model, but not contained within the GIS database.

# **Milsoft Utility Solutions Contract for Software License, System Installation and Support**

This Contract for Software License, System Installation and Support (hereinafter referred to as “Contract”) is entered into by and between **City of LAKE WORTH BEACH, Florida** (hereinafter referred to as “Customer”) and **Milsoft Utility Solutions, Inc.**, a Texas corporation (hereinafter referred to as “Milsoft”), and is effective on the date signed by the latter of Customer and Milsoft (the “Effective Date”).

*Whereas*, Customer has the desire and capacity to procure from Milsoft the authorized use of its proprietary software known as **EA: WindMil®, LightTable®, LandBase™ with Streaming LB, Contingency Study, and Reliability Analysis; GIS: WindMilMap® with Database Conversion; OMS: DisSPatch® Site License with Enhanced Crew Management™ ; Integration Configuration** (the “System”), more particularly identified in Section 1 below; *and*

*Whereas*, Milsoft has the desire and capability to furnish and support the System for Customer as quoted and in accordance with the terms and conditions of this Contract;

*Now, therefore*, in consideration of the premises, the Contract Price and the respective covenants contained herein, the Customer and Milsoft (the “parties”) hereby agree as follows:

- 1. SYSTEM.** The System (or “System Components”) shall consist of the licensed System software (the “Software”), the System hardware (the “Hardware”) and the telephonic components, if any, described in Milsoft Quote # 50164, constituting “Schedule A” for purposes of this Contract and incorporated herein by reference as if fully set forth, as well as any additional Software and/or Services that may be added by license or subscription described in subsequent quote(s) offered by Milsoft and accepted by Customer, in writing, to serve as Addendum hereto.
- 2. CONTRACT PRICE; TERMS OF PAYMENT.** The itemized and/or aggregate pricing for the System Components, basic installation, training if included, and software license (collectively the base “Contract Price”) is set forth in Schedule A, together with the terms of payment. Prices and payments in USD only.
- 3. STATEMENT OF WORK.** If and to the extent deemed necessary by Milsoft, the Parties shall in good faith mutually develop and agree upon a Statement of Work (“SOW”) to describe and set forth with particularity the essential scope of work, technical specifics, period of performance, schedules/milestones, acceptance criteria, change orders and other requirements unique to the project. Should the Parties be unable to agree upon the SOW within [ 30 ] calendar days after entering into this Contract, either Party may elect to terminate this Contract by giving written notice to the other, without necessity of default, whereupon the termination shall be effective in one week (7 calendar days after notice) if no agreement as to the SOW be reached.
- 4. DELIVERY, INSTALLATION AND TURNOVER.** For the Contract Price and in accordance with the SOW (if applicable), Milsoft shall deliver the System Components to the Customer’s location identified in Schedule A and, subject to Customer’s preparatory compliance as described in Section 7, shall install the System on site, or by remote electronic delivery, or combination thereof as appropriate. The Turnover Date shall be the date, after completion of installation and testing, upon which Milsoft turns over the System to Customer for fully operational use.
- 5. TRAINING.** Milsoft shall provide basic System administration and user training to Customer’s designated employees, if and as may be described in more detail in the Statement of Work or Schedule A.
- 6. SUPPORT SERVICES.** Customer will be eligible to participate in Milsoft’s long-term, annually renewable support program (the “Support Program”) for technical and user support, Software fixes/patches, and upgrades to future Software editions. The Support Program is offered at an initial annual rate of **20% of the Retail Price** (*i.e.* current list price) of the Software as of the Effective Date of this Contract, excluding any discounts, plus any applicable sales taxes. Renewal pricing is subject to change in view of software complexity and market conditions, within a variance of 3% of said Retail Price from one year to the next. If payment is not received when due, Milsoft may withhold services until paid. In the event Customer declines or discontinues its participation in the Support Program, in order to again be eligible to receive support Customer may be required to upgrade and/or agree to pay an increased rate based upon the extent of maintenance missed and appropriate to the circumstances.

For purposes of this Contract, support of the Software means:

- support related to System applications;
- delivery of Software fixes/patches;

- delivery of upgrades to the latest Software versions made available by Milsoft.

For the purposes of this Contract, support of the Hardware (if any) provided hereunder by Milsoft, means:

- escalation of issues for timely resolution with manufactures/suppliers of such Hardware;
- coordination of Hardware service with such Hardware manufacturers;
- facilitate repair or replacement of such Hardware consistent with the terms of any applicable manufacturer warranty(ies).

Hours of support availability will be 24 hours/day, 7 days/week, year-round for outage management and Milsoft communications systems; and 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday, excepting normal business holidays observed by Milsoft, for all other support issues. With prior notice and as reasonably requested, Customer shall allow online access to the System and sufficient access to Customer's premises as needed for Milsoft to provide its support services.

The services to be provided under the Support Program do not cover damages or claims due to misuse, negligence, accidents, thefts, unexplained data loss, loss of data due to Hardware failure, lack of daily backups, abuse, electrical outages, fire, flood, wind, acts of God or public enemy, or improper wiring, installation, repair or alteration by anyone other than Milsoft approved technicians. Repairs necessitated by any one or more of the above-excepted causes may be performed by Milsoft upon request, provided the Customer agrees to pay for such extra work at Milsoft's current hourly rates. Such work would not represent or imply any additional warranty or representation regarding the System, the System Components or the functionality of the System.

## **7. CUSTOMER'S OBLIGATIONS, PREP AND SPECS; INTEGRATION WITH 3<sup>rd</sup>-PARTY SOFTWARE.**

**7.1** Customer assumes responsibility for care and risk of loss of the System Components upon delivery to its location. Customer is responsible for meeting the data requirements, purchasing and providing any other hardware and/or third party software, and preparing its location for installation consistent with the specifications, requirements and recommendations per SOW, Schedule A, RFP/Response or applicable terms and conditions, at its expense. Any Customer data required for installation shall be timely delivered to Milsoft pursuant to its instructions. Customer shall also secure any permits, licenses or other governmental approvals for its installation site as may be required by applicable law or regulation, at its expense.

**7.2** Milsoft products are generally amenable to integration with a variety of products from third-party vendors known by Milsoft to be certifiably interoperable (including but not limited to many MultiSpeak® integrations, when applicable), subject to verification, and with a range of other third-party products that may require more extensive customization. The development or provision by Milsoft of any and all interface between its products and third-party software (whether deemed necessary at the time of Milsoft product installation or as needed in the future due to change of circumstances) can only be undertaken pursuant to specific evaluation and may, at the discretion of Milsoft, require reasonable adjustment of time and/or cost.

Every interface to be developed and provided for integration with third-party products must be testable by Milsoft with consent and cooperation of the third-party vendor (whose consent and cooperation shall be provided by Customer, as Customer's responsibility) and will be specific only to the version or iteration of the third-party product in use at the time of the interface development. Customer shall be responsible for alerting Milsoft to future additions, updates or new versions of all third-party product and for providing renewed consent and cooperation of each third-party for testing, as any such changes could render the Milsoft interface less functional unless addressed. If a new integration is required, Milsoft will write the required code for cost not to exceed its normal hourly rate of \$175/hour.

**8. SOFTWARE LICENSE.** Upon successful installation and as of the Turnover Date, Milsoft grants to Customer, and Customer accepts, a non-exclusive and non-transferable license to use the Software furnished hereunder (including modifications and enhancements furnished under the terms of this Contract, and modifications and enhancements furnished under the terms of the Support Program described in Section 6) strictly upon the terms and conditions contained herein. Title to and ownership of all Software shall remain with Milsoft or its licensors. Customer shall have no right to sell, sublicense, publish, disclose, display, assign, duplicate, alter, lease, or otherwise make available the Software to any third party. Customer shall take appropriate action with its employees, agents, contractors, consultants and other representatives or end users to ensure compliance with these terms and conditions. Customer may make copies of the Software only for backup purposes and/or archival purposes, and any such copy must contain the same copyright notice and proprietary markings that the original Software contains. Customer acknowledges the Software represent a very large scale investment in the development of an intangible asset by Milsoft and must be strictly protected hereunder. In the event of a breach under the provisions of this Software license by Customer, upon written notice which may be given at the election of Milsoft, Customer shall forfeit all rights as licensee under this Contract and shall immediately return the Software to Milsoft along with all documentation and source media associated therewith. Customer assumes full liability to Milsoft for any damages (including consequential damages), whether or not foreseen by the parties hereto, resulting directly or indirectly from any compromise of any rights owned by Milsoft and not expressly conferred under this Contract, if such damages are the result of the negligence or willful act or omission of Customer

(including any employee, agent, contractor, consultant or other representative of Customer). CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE IN EXECUTABLE LINE CODE FORM REMAINS A CONFIDENTIAL TRADE SECRET AND CUSTOMER AGREES NOT TO ATTEMPT TO REVERSE-ENGINEER, TRANSLATE, DECIPHER, DECOMPILE, MODIFY OR DISASSEMBLE THE SOFTWARE, NOR INCORPORATE THE SOFTWARE IN WHOLE OR IN PART INTO ANY OTHER SOFTWARE OR PRODUCT OR DEVELOP DERIVATIVE WORKS THEREFROM OR ALLOW ANY OTHER THIRD PARTY TO DO SO, WITHOUT THE EXPRESS WRITTEN CONSENT OF MILSOFT.

## **9. CONFIDENTIALITY.**

**9.1** During performance of this Contract or in the contemplation thereof, and subject to and in conformity with Section 8, employees, agents and authorized contractors or consultants of each party to this Contract may have access to private or confidential information owned by the other party, including, but not limited to, the Software, and information concerning costs, charges, operating procedures and methods of doing business, which may be owned or controlled by the other party. With respect to any such information so accessed or acquired, each party agrees as follows: (a) all such information shall be and shall remain the exclusive property of the party which owns the information; (b) each party shall limit access to such information of the other party to their respective employees, agents and authorized contractors or consultants who have a need to know consistent with the receiving party's authorized use of such information; (c) the receiving party shall keep, and have its employees, agents and authorized contractors or consultants having access keep, all such information confidential; (d) the receiving party shall not copy, publish or disclose to others, or permit its employees, agents and authorized contractors, consultants or anyone else to copy, publish or disclose to others, any such information without the owning party's prior written consent; (e) the receiving party shall return such information to the owning party at its request; and (f) the receiving party shall use such information only for the purpose of performing its obligations hereunder.

**9.2** Each party shall secure and protect the other party's confidential information in a manner consistent with the protection it provides to its own confidential information, but in any case using no less than reasonable degree of care. Each party's duties of confidentiality as regards the confidential information shall survive any cancellation, expiration or termination of this Contract.

**9.3** Each party at all times shall maintain appropriate internal policies and procedures reasonably sufficient to satisfy its obligations under this Section 9. Should either party or its employees, agents and authorized contractors or consultants use, disclose or attempt to use or disclose any such information in a manner contrary to this Contract, the owning party shall have the right to seek injunctive relief against such breach or threatened breach (without posting a bond or other security), in addition to any other remedies that may be available at law or in equity.

**10. PRODUCT CHANGES.** Milsoft reserves the right to make modifications and distribute enhancements to existing Software. In addition, upon notice to Customer of no less than three hundred sixty-five (365) days, Milsoft reserves the right to discontinue offering the Support Program associated with the System in place, and may require that specified upgrades to the System Components be made as a condition for continued Customer participation in the Support Program. For undeprecated Milsoft Software that is dependent upon Customer's reliance on Microsoft® servers, Milsoft's Support Program will be available so long as Customer's specific servers remain under Microsoft's Mainstream Support.

## **11. LIMITED WARRANTIES.**

**11.1 *Hardware.*** Warranty of any Hardware procured through Milsoft is only that which is supplied by the manufacturer(s) of such hardware. During the Free Warranty Support Period provided by Milsoft for the System and for so long thereafter as Customer continuously participates in the Support Program, Milsoft will coordinate all Hardware service with Hardware manufacturers and will facilitate Hardware replacement consistent with the terms of any applicable manufacturer warranty(ies) for a period of up to five years; however, Milsoft does not provide independent or additional warranty of the Hardware separate and apart from the manufacturers. In the event Milsoft is not engaged to provide support as described in Section 6, Milsoft will assign any applicable manufacturer warranty(ies) directly to Customer upon request.

**11.2 *Software.*** Upon delivery and continuing through the first thirty (30) calendar days following the Turnover Date, Milsoft warrants exclusively that the Software shall substantially conform to, and perform in substantial accordance with, all applicable Software specifications. Milsoft represents and warrants generally that it owns the Software or that it has the right to license Customer's use of the Software in accordance with the provisions of this Contract. In event of breach or failure, Customer's exclusive remedies shall be, at the option and expense of Milsoft, either (i) to have Milsoft promptly correct any discrepancy in performance that materially impairs the appropriate functionality of the Software; or (ii) to have Milsoft refund the price paid for the licensed use of the Software, provided that Customer must allow Milsoft to de-install the Software within 30 days of Customer's timely notification to Milsoft of the discrepancy. **ALL CLAIMS AND REMEDIES ARE LIMITED TO THOSE EXPRESSLY PROVIDED IN THIS CONTRACT.**

**11.3 Support Services.** With respect to support and other services, Milsoft warrants exclusively that such services shall be performed in a good and workmanlike fashion. In event of breach or failure, Customer's exclusive remedies shall be, at the option and expense of Milsoft, either (i) to have Milsoft promptly correct such services, or (ii) to have Milsoft refund the price paid for the applicable portion of the services.

**12. DISCLAIMER OF OTHER WARRANTIES.** THERE ARE **NO** OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**13. GENERAL LIMITATION OF LIABILITY.** THE LIABILITY OF MILSOFT, ITS LICENSORS AND ITS AFFILIATES, IF ANY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCTS AND SERVICES PROVIDED BY MILSOFT, REGARDLESS OF THE LEGAL THEORY OR THE DELIVERY OR NON-DELIVERY OR ALLEGED FAILURE OF ANY PRODUCTS OR SERVICES, SHALL NOT BE GREATER THAN THE FEES ACTUALLY PAID BY CUSTOMER TO MILSOFT HEREUNDER IN CONNECTION WITH THE PRODUCTS OR SERVICES AT ISSUE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH SUCH CLAIM ACCRUED. UNDER NO CIRCUMSTANCES WILL MILSOFT, ITS LICENSORS OR ANY AFFILIATE BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS, EXPENDITURES, INVESTMENTS, COMMITMENTS, BUSINESS REPUTATION OR GOODWILL, FOR LOSS OF DATA, COST OF SUBSTITUTE SOFTWARE, COST OF CAPITAL, AND THE CLAIMS OF ANY THIRD PARTY, OR FOR ANY OTHER REASON WHATSOEVER, REGARDLESS OF WHETHER SUCH CLAIM HAS ITS BASIS IN ANY THEORY OF CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

**14. PAYMENT.** Timely payment by Customer to Milsoft at its principal place of business of all sums due hereunder is a material element of this Contract. Unless otherwise specified in Schedule A or by a subsequent agreement of the parties in writing, payment shall be due upon billing and paid within thirty (30) days of invoice. Without limiting Milsoft's other rights and remedies for any failure of Customer to make payment, Milsoft may charge interest on all unpaid sums at the lesser of the rate of 18% per annum or the maximum contract rate allowed by law. Customer shall reimburse Milsoft for all cost and expenses of collection including attorney's fees. Milsoft has no desire to exceed the maximum amount of interest that may be contracted for, charged or received under applicable law, and any interest paid in excess of said maximum amount shall be credited toward any past due payment or refunded to Customer.

**15. TAXES.** Unless specified as such, the prices set forth herein do not include any sales, use, excise, ad valorem, property or other taxes applicable to the sale, use, license or delivery of the System Components and any related services supplied hereunder, all of which shall be paid by Customer separately or, if specifically itemized and added to the Contract Price, shall be paid by Customer to Milsoft. Customer shall indemnify Milsoft in the event any such tax is assessed directly against Milsoft.

**16. FORCE MAJEURE.** Neither party shall be deemed in default of any provision of this Contract, or responsible for failures in performance, resulting from any cause beyond its reasonable control, which include, without limitation, acts of God, civil or military authority, civil disturbances, war, fires, or other catastrophes. In the event of any failure or delay resulting from such causes, an equitable adjustment of schedule and any other appropriate terms and conditions shall be agreed upon by the parties.

**17. NON-WAIVER.** No waiver of any breach or default shall constitute waiver of subsequent breach or default. No failure or delay to exercise any right, power, or privilege under this Contract shall operate as a waiver of such right, power, or privilege; nor shall any single or partial exercise of any right, power, or privilege preclude further exercise of such right, power, or privilege.

**18. TERMINATION FOR DEFAULT.** If either party fails to perform a material obligation and does not remedy such failure within thirty (30) days following notice from the non-defaulting party, the non-defaulting party may elect to terminate this Contract by giving notice of termination to the party in default. Termination for default shall in no way prejudice the rights or remedies available to the non-defaulting party as a result of the default nor relieve Customer of its obligation to pay Milsoft for all compliant product provided and services actually rendered up to the date of termination. In the event either party breaches or defaults hereunder to the detriment of the other, in addition to other rights and remedies the party wronged shall be entitled to recover its reasonable attorney's fees and related expenses incurred, including but not limited to court costs incurred at both trial and appellate levels, in the enforcement of this Contract.

**19. DISPUTE RESOLUTION.** The parties will attempt in good faith to promptly resolve any dispute arising out of this Contract without resorting to litigation. Before any suit for damages may proceed, the parties shall submit to non-binding mediation by an impartial mediator, at a mutually convenient location, with each party bearing its own attorney's fees and expenses. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction. Nothing contained herein, however, shall preclude the parties from first seeking temporary injunctive or other equitable relief in preservation of its rights.

20. **GOVERNING LAW; CHOICE OF FORUM.** The validity, performance and construction of this Contract shall be governed by the laws of the State of Texas and the USA (without giving effect to principles of conflicts of law). The parties agree that the Uniform Computer Information Transaction Act and the UN Convention on International Sale of Goods do not apply. Any legal claim or action shall be filed in the state and local venue in which Milsoft maintains its principal corporate offices, unless otherwise agreed.

21. **SUCCESSORS AND ASSIGNS.** This Contract shall inure to the benefit of and be binding upon successors and assigns of the parties; however, Customer may not assign without the consent of Milsoft, which shall not be unreasonably withheld.

22. **CONSTRUCTION AND CAPTIONS; PARTIAL INVALIDITY.** Captions are for convenience only and shall not be construed to expand or limit any provision hereunder. Should any provision of this Contract be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract.

23. **CONTROLLING TERMS, ORDER OF PRECEDENCE.** Any terms or conditions appearing on the face or reverse side of any purchase order, preliminary quote, acknowledgment or confirmation that are different from or in addition to those required hereunder shall not be binding upon the parties, even if signed and returned, unless both parties expressly agree in writing to be bound by such. In event of any conflict or inconsistency between the main body of this Contract and the provisions of any schedule or other attachment, the provisions of this Contract shall prevail, except as to the job-specific details of Schedule A or SOW.

24. **NOTICE.** All notices given under this Contract must be in writing and shall be deemed duly given only upon (a) personal hand delivery; (b) the fourth day following deposit in the United States Mail, postage paid, certified/return receipt requested; (c) delivery by a nationally recognized overnight courier service that obtains signed acknowledgment of receipt; or (d) confirmation of electronic transmission via facsimile or email; using the addresses or numbers shown below or any other address or numbers as either party may designate by ten days prior written notice given in accordance with this provision.

*If to Customer:*

**City of Lake Worth Beach**

Attention: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

*If to Milsoft:*

**Milsoft Utility Solutions, Inc.**

Attn: Adam Turner, CEO of Business Operations

P.O. Box 5726

Abilene, Texas 79608

Facsimile: (325) 690-0338

Email: [adam.turner@milsoft.com](mailto:adam.turner@milsoft.com)

25. **ENTIRE AGREEMENT; AMENDMENTS; SIGNATURES.** The SOW (if any) and all referenced schedules and addenda are integral parts of this Contract as if written verbatim herein. Collectively, this Contract sets forth all authorized and material representations, constitutes the parties' entire agreement and understandings with respect to the subject matter, and supersedes any and all other agreements, proposals and/or representations other than specifications and descriptions in Milsoft's Response to Request for Proposal (if applicable) where not in conflict. No addendum, amendment or modification shall be effective unless in writing and duly executed by authorized representatives of both parties. Signatures may be made and/or delivered by electronic means, and any true, correct and complete copy of this fully signed instrument shall be as enforceable as the original.

**IN WITNESS WHEREOF**, the parties have signed by their duly authorized representatives as of the dates entered below.

**CITY OF LAKE WORTH BEACH, Florida**

**MILSOFT UTILITY SOLUTIONS, INC.**

By: \_\_\_\_\_

(Signature)

By: \_\_\_\_\_

Adam Turner, CEO of Business Operations

\_\_\_\_\_  
(Name & Title, typed or printed)

Date: \_\_\_\_\_

Date: \_\_\_\_\_