

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	September 17, 2024 <input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing

Department:	Engineering & Public Works
Submitted By:	Engineering & Public Works
Submitted For:	Traffic Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: eleven (11) fully executed lighting agreements with Florida Power & Light Company (FP&L) for various locations within Palm Beach County.

SUMMARY: In accordance with Countywide PPM CW-O-051, all delegated contracts, agreements, and grants must be submitted by the initiating Department as a receive and file agenda item. The agreements were executed by the County Engineer on March 22, 2022, June 7 and 11, 2024, and July 3 and 10, 2024, per Resolution R2020-0990. FP&L agreements are based on the type of street lighting fixture and/or pole being installed and/or removed. "Street Lighting Agreements" are utilized for installation and/or removal of High Pressure Sodium street lights and poles. "Premium Lighting Agreements" are utilized for the installation and/or removal of Light-emitting Diode (LED) street lights and poles submitted to FP&L prior to December 31, 2021. "Lighting Agreements" are utilized for the installation and/or removal of LED street lights and poles submitted to FP&L after December 31, 2021. The receiving and filing of one of these agreements beyond the PPM's required 90 days was unintentional, and the Engineering and Public Works Department expects to be timely with regard to future items. Countywide (YBH)

Background and Justification: Resolution R2020-0990 delegates authority to the County Administrator or designee to enter into street light agreements on behalf of the Board of County Commissioners. The County Administrator designated authority to the County Engineer on September 24, 2020.

Attachments:

1. Table of eleven FP&L Lighting Agreements and the Agreements

Recommended By:	<i>David Z. [Signature]</i>	
YBH/TEL	County Engineer	9/14/2024
		Date
Approved By:	<i>[Signature]</i>	9/9/24
	Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget?
 Is this item using Federal Funds?
 Is this item using State Funds?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

Budget Account No:

Fund Dept Unit Object

Recommended Sources of Funds/Summary of Fiscal Impact:

**This item has no fiscal impact.

C. Departmental Fiscal Review: Danny Randalis

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

ASD/De 8/16/24
 OFMB
 MD 8/16 JFA 8/16

Bunda March 16 - 8/22/24
 Contract Dev. and Control
 met 8/22/24

B. Approved as to Form and Legal Sufficiency:

[Signature] 8/22/24
 Assistant County Attorney

C. Other Department Review:

Environmental Resources Management

Water Utilities Department

 Department Director

 Department Director

This summary is not to be used as a basis for payment.

Table of Executed Agreements

	Location	Agreement	Date
1.	Boynton Beach Boulevard from Turnpike to West of Knuth Road (Phase 1)	Premium Lighting	March 22, 2022
2.	Boynton Beach Boulevard from Turnpike to West of Knuth Road (Phase 1)	Street Lighting	March 22, 2022
3.	Boynton Beach Boulevard from Turnpike to West of Knuth Road (Phase 2)	Premium Lighting	March 22, 2022
4.	Boynton Beach Boulevard from Turnpike to West of Knuth Road (Phase 2)	Street Lighting	March 22, 2022
5.	Glades Road, SR-7 to Boca Rio Road	Premium Lighting	March 22, 2022
6.	Glades Road, SR-7 to Boca Rio Road	Street Lighting	March 22, 2022
7.	Clint Moore Road from SR 7 to Turnpike	Lighting (fka LED Lighting)	June 7, 2024
8.	Clint Moore Road from SR 7 to Turnpike	Lighting (fka LED Lighting)	June 7, 2024
9.	NW Corner of Gulfstream Boulevard and US 1	Lighting (fka LED Lighting)	June 11, 2024
10.	Military Trail and Community, Roebuck and Shenandoah	Street Lighting	July 3, 2024
11.	Corner of Military Trail and Blue Heron Boulevard	Street Lighting	July 10, 2024



FPL Account Number: **31010-05225**
 FPL Work Order Number: **10580593**

PREMIUM LIGHTING AGREEMENT

In accordance with the following terms and conditions, Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter called the Customer), requests on this 31 day of December 2011, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of premium lighting facilities at (general boundaries) Boynton Beach Blvd: from Turnpike to West of Knuth Road Phase 1, located in Boynton Beach / PBCO, Florida.
 (city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Lights Installed</u>			<u>Lights Removed</u>		
<u>Fixture Rating (in Lumens)</u>	<u>Fixture Type</u>	<u># Installed</u>	<u>Fixture Rating (in Lumens)</u>	<u>Fixture Type</u>	<u># Removed</u>
28,091	AEL ATBL 258W	120			

<u>Poles Installed</u>		<u>Poles Removed</u>	
<u>Pole Type</u>	<u># Installed</u>	<u>Pole Type</u>	<u># Removed</u>

(b) Modification to existing facilities other than described above (explain fully): HPS streetlight removal on Work Request 11035197

Total work order cost is \$66,764

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

- To install or modify the premium lighting facilities described and identified above (hereinafter called the Premium Lighting System), furnish to the Customer the electric energy necessary for the operation of the Premium Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Premium Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Premium Lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

- To purchase from FPL all of the electric energy used for the operation of the Premium Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Premium Lighting rate schedule on file at the FPSC or any successive Premium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.
- To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Premium Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the premium lighting facilities.

IT IS MUTUALLY AGREED THAT:

6. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL premium lighting facilities is defined as the following:

- a. the addition of premium lighting facilities;
- b. the removal of premium lighting facilities; and
- c. the removal of premium lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

7. FPL will, at the request of the Customer, relocate the premium lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL premium lighting facilities.
8. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to a similar kind and quantity.
10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.
11. The Customer will pay for these facilities as described in this Agreement by paying a lump sum of \$79,856.42 in advance of construction.
12. The monthly Maintenance Charge is \$205.20. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
13. The monthly Billing Charge is \$N/A. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
15. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving the Company at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the facilities.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:
Palm Beach County, a political subdivision of the State of Florida,
by and through its Board of County Commissioners
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: 
Signature (Authorized Representative)

DAVID L RICKS
(Print or type name)

Title: COUNTY ENGINEER
Date: 3/22/2022
Approved as to Terms and Conditions


Motasem A. Al-Turk, Ph.D., P.E.
Traffic Division Director

Approved as to Form and Legal Sufficiency

/s/Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

By: 
(Signature)

Melissa Roettger
(Print or type name)

Title: Sr. Customer Advisor



FPL Account Number: 53025-82166
 FPL Work Order Number: 11035197

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter called the Customer), requests on this 21 day of December 2021, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) Boynton Beach Blvd. from Turnpike to West of Knuth Road (Phase 1), located in Boynton Beach, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Lights Installed</u>			<u>Lights Removed</u>		
Fixture Rating (in Lumens)	Fixture Type	# Installed	Fixture Rating (in Lumens)	Fixture Type	# Removed
			22,000	HPS Cobrahead	120

<u>Poles Installed</u>		<u>Poles Removed</u>	
Pole Type	# Installed	Pole Type	# Removed

<u>Conductors Installed</u>		<u>Conductors Removed</u>	
Feet not Under Paving	Feet Under Paving	Feet not Under Paving	Feet Under Paving

(b) Modification to existing facilities other than described above (explain fully): LED streetlight install on Work Request 10580598

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

- To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

- To pay a contribution in the amount of \$21,962.60 prior to FPL's initiating the requested installation or modification.
- To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:
 - a. the addition of street lighting facilities;
 - b. the removal of street lighting facilities; and
 - c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.
8. FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
9. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
11. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.
12. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
13. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
14. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
15. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
16. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
17. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:
Palm Beach County, a political subdivision of the State of Florida,
by and through its Board of County Commissioners
 Customer (Print or type name of Organization)

By: *David L. Rick*
 Signature (Authorized Representative)

DAVID L. RICKS
 (Print or type name)

Title: COUNTY ENGINEER

Date: 3/22/2022

Approved as to Terms and Conditions
Motaseem Al-Turk
 Motasem A. Al-Turk, Ph.D., P.E.
 Traffic Division Director

Approved as to Form and
 Legal Sufficiency
/s/ Yelizaveta B. Herman
 Yelizaveta B. Herman
 Assistant County Attorney

FLORIDA POWER & LIGHT COMPANY

By: *Melissa Roettger*
 (Signature)

Melissa Roettger
 (Print or type name)

Title: Senior Customer Advisor



FPL Account Number: 31010-05226
 FPL Work Order Number: 10580819

PREMIUM LIGHTING AGREEMENT

In accordance with the following terms and conditions, Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter called the Customer), requests on this 31 day of December 2011 from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of premium lighting facilities at (general boundaries) Boynton Beach Blvd: from Turnpike to West of Knuth Road Phase 2, located in Boynton Beach / PBCO, Florida.
 (city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Lights Installed</u>			<u>Lights Removed</u>		
<u>Fixture Rating (in Lumens)</u>	<u>Fixture Type</u>	<u># Installed</u>	<u>Fixture Rating (in Lumens)</u>	<u>Fixture Type</u>	<u># Removed</u>
28,091	AEL ATBL 269W	126			

<u>Poles Installed</u>		<u>Poles Removed</u>	
<u>Pole Type</u>	<u># Installed</u>	<u>Pole Type</u>	<u># Removed</u>

(b) Modification to existing facilities other than described above (explain fully): HPS streetlight removal on Work Request 11035179

Total work order cost is \$69,399

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

- To install or modify the premium lighting facilities described and identified above (hereinafter called the Premium Lighting System), furnish to the Customer the electric energy necessary for the operation of the Premium Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Premium Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Premium Lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

- To purchase from FPL all of the electric energy used for the operation of the Premium Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Premium Lighting rate schedule on file at the FPSC or any successive Premium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.
- To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Premium Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the premium lighting facilities.

IT IS MUTUALLY AGREED THAT:

6. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL premium lighting facilities is defined as the following:

- a. the addition of premium lighting facilities;
- b. the removal of premium lighting facilities; and
- c. the removal of premium lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

7. FPL will, at the request of the Customer, relocate the premium lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL premium lighting facilities.
8. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to a similar kind and quantity.
10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.
11. The Customer will pay for these facilities as described in this Agreement by paying a lump sum of \$83,008.14 in advance of construction.
12. The monthly Maintenance Charge is \$213.60. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
13. The monthly Billing Charge is \$N/A. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
15. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving the Company at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the facilities.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Palm Beach County, a political subdivision of the State of Florida,
by and through its Board of County Commissioners
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: *David L Ricks*
Signature (Authorized Representative)

DAVID L RICKS
(Print or type name)

By: *Melissa Roettger*
(Signature)

Melissa Roettger
(Print or type name)

Title: COUNTY ENGINEER

Date: 3/22/2022
Approved as to Terms and Conditions

Motasem A. Al-Turk
Motasem A. Al-Turk, Ph.D., P.E.
Traffic Division Director

Title: Sr. Customer Advisor

Approved as to Form and Legal Sufficiency

/s/Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney



FPL Account Number: 53025-92166
 FPL Work Order Number: 11035179

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter called the Customer), requests on this 31 day of December 2021 from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) Boynton Beach Blvd; from Turnpike to West of Knuth Road (Phase 2), located in Boynton Beach, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Lights Installed</u>			<u>Lights Removed</u>		
<u>Fixture Rating</u> (in Lumens)	<u>Fixture Type</u>	<u># Installed</u>	<u>Fixture Rating</u> (in Lumens)	<u>Fixture Type</u>	<u># Removed</u>
			22,000	HPS Cobrahead	47
			50,000	HPS Cobrahead	78

<u>Poles Installed</u>		<u>Poles Removed</u>	
<u>Pole Type</u>	<u># Installed</u>	<u>Pole Type</u>	<u># Removed</u>

<u>Conductors Installed</u>		<u>Conductors Removed</u>	
Feet not Under Paving		Feet not Under Paving	
Feet Under Paving		Feet Under Paving	

(b) Modification to existing facilities other than described above (explain fully): LED streetlight install on Work Request 10580619

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

- To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

- To pay a contribution in the amount of \$22,752.20 prior to FPL's initiating the requested installation or modification.
- To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:
 - a. the addition of street lighting facilities;
 - b. the removal of street lighting facilities; and
 - c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.
8. FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
9. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
11. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.
12. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
13. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
14. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
15. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
16. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
17. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:
Palm Beach County, a political subdivision of the State of Florida,
by and through its Board of County Commissioners
Customer (Print or type name of Organization)

By: David L Ricks
Signature (Authorized Representative)

DAVID L RICKS
(Print or type name)

Title: COUNTY ENGINEER Date: 3/22/2022

Approved as to Terms and Conditions
Motasem A. Al-Turk
Motasem A. Al-Turk, Ph.D., P.E.
Traffic Division Director

Approved as to Form and
Legal Sufficiency
/s/ Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

FLORIDA POWER & LIGHT COMPANY
By: Melissa Roettger
(Signature)
Melissa Roettger
(Print or type name)

Title: Senior Customer Advisor



FPL Account Number: **31010-05225**
 FPL Work Order Number: **11035204**

PREMIUM LIGHTING AGREEMENT

In accordance with the following terms and conditions, Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter called the Customer), requests on this 31 day of December 2021, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of premium lighting facilities at (general boundaries) Glades Rd, SR-7 to Boca Rio Rd, located in Boca Raton / PBCO, Florida. (city/county)

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Lights Installed</u>			<u>Lights Removed</u>		
<u>Fixture Rating (in Lumens)</u>	<u>Fixture Type</u>	<u># Installed</u>	<u>Fixture Rating (in Lumens)</u>	<u>Fixture Type</u>	<u># Removed</u>
32,329	AEL ATB2 268W	146			

<u>Poles Installed</u>		<u>Poles Removed</u>	
<u>Pole Type</u>	<u># Installed</u>	<u>Pole Type</u>	<u># Removed</u>

(b) Modification to existing facilities other than described above (explain fully): HPS streetlight removal on Work Request 11035214

Total work order cost is \$99,844

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

- To install or modify the premium lighting facilities described and identified above (hereinafter called the Premium Lighting System), furnish to the Customer the electric energy necessary for the operation of the Premium Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective Premium Lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive Premium Lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

- To purchase from FPL all of the electric energy used for the operation of the Premium Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective Premium Lighting rate schedule on file at the FPSC or any successive Premium Lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this Agreement.
- To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Premium Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the premium lighting facilities.

IT IS MUTUALLY AGREED THAT:

6. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL premium lighting facilities is defined as the following:
 - a. the addition of premium lighting facilities;
 - b. the removal of premium lighting facilities; and
 - c. the removal of premium lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.Modifications will be subject to the costs identified in FPL's currently effective Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.
7. FPL will, at the request of the Customer, relocate the premium lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL premium lighting facilities.
8. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to a similar kind and quantity.
10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.
11. The Customer will pay for these facilities as described in this Agreement by paying a lump sum of \$119,423.41, in advance of construction.
12. The monthly Maintenance Charge is \$306.60. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
13. The monthly Billing Charge is \$N/A. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
15. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving the Company at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the facilities.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Palm Beach County, a political subdivision of the State of Florida,
by and through its Board of County Commissioners
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: *David L Ricks*
Signature (Authorized Representative)

DAVID L RICKS
(Print or type name)

By: *Melissa Roettger*
(Signature)

Melissa Roettger
(Print or type name)

Title: COUNTY ENGINEER

Title: Sr. Customer Advisor

Date: 3/22/22

Approved as to Terms and Conditions

Motasem Al-Turk
Motasem A. Al-Turk, Ph.D., P.E.
Traffic Division Director

Approved as to Form and Legal Sufficiency

/s/Yelizaveta Herman
Yelizaveta B. Herman
Assistant County Attorney



FPL Account Number: **63025-92166**
 FPL Work Order Number: **11035214**

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter called the Customer), requests on this 31 day of December, 2021, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) Glades Rd. SR-7 to Boca Rio Rd., located in Boca Raton, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Lights Installed</u>			<u>Lights Removed</u>		
Fixture Rating (in Lumens)	Fixture Type	# Installed	Fixture Rating (in Lumens)	Fixture Type	# Removed
			22,000	HPS Cobrahead	133
			50,000	HPS Cobrahead	12

<u>Poles Installed</u>		<u>Poles Removed</u>		<u>Conductors Installed</u>		<u>Conductors Removed</u>	
Pole Type	# Installed	Pole Type	# Removed	Feet not Under Paving	Feet Under Paving	Feet not Under Paving	Feet Under Paving

(b) Modification to existing facilities other than described above (explain fully): LED streetlight install on Work Request 11035204

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

- To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

- To pay a contribution in the amount of \$36,296.75 prior to FPL's initiating the requested installation or modification.
- To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:
 - a. the addition of street lighting facilities;
 - b. the removal of street lighting facilities; and
 - c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.
8. FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
9. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
11. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.
12. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
13. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
14. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
15. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
16. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
17. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:
Palm Beach County, a political subdivision of the State of Florida,
by and through its Board of County Commissioners
 Customer (Print or type name of Organization)
 By: David L Ricks
 Signature (Authorized Representative)
DAVID L RICKS
 (Print or type name)

FLORIDA POWER & LIGHT COMPANY
 By: Melissa Roettger
 (Signature)
Melissa Roettger
 (Print or type name)

Title: COUNTY ENGINEER Date: 3/22/22

Title: Senior Customer Advisor

Approved as to Terms and Conditions

Approved as to Form and Legal Sufficiency

Motasem A. Al-Turk
 Motasem A. Al-Turk, Ph.D., P.E.
 Traffic Division Director

/s/ Yelizaveta B. Herman
Yelizaveta B. Herman
 Assistant County Attorney

FPL Account Number: 84433-16255

FPL Work Request Number: _____

LIGHTING AGREEMENT

In accordance with the following terms and conditions, Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter called the Customer), requests on this 7 day of June 2024, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Clint Moore Rd from SR 7 to Turnpike, located in Palm Beach County, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description ⁽¹⁾	Watts	Lumens	Color Temperature	# Installed	# Removed
ATB2	120	16,427	3000K	112	
HPS SCH	400	N/A	N/A		112

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

(Continued on Sheet No. 9.141)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
 Effective: January 1, 2022

(Continue from Sheet No. 9.141)

That, for and in consideration of the covenants set forth herein, the parties here to covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$0.00. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires, and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this Agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

(Continue on Sheet No. 9.143)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
 Effective: January 1, 2022

(Continue on Sheet No. 9.142)

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.
14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this Agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation, or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

(Continue on Sheet No. 9.144)

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: January 1, 2022

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Changes and Terms Accepted:

Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: David L. Ricks
Signature (Authorized Representative)

By: Alex Acosta
(Signature)

DAVID L. RICKS
(Print or type name)

Alex Acosta
(Print or type name)

Title: COUNTY ENGINEER Date: 6/17/2024

Title: FPL LED Lighting Solutions Manager

Approved as to Terms and Conditions

Motsem A. Al-Turk
Motsem A. Al-Turk, Ph.D., P.E.
Traffic Division Director

Approved as to Form and Legal Sufficiency

/s/Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: March 3, 2020

Attachment A: Selection Sheet BA#8443316255

Source : Data Warehouse Report Contains Data Processed on: 3/28/2024
 Bill Account Number: 8443316255 BA Status : Active
 Premise Number: 151488849 Name: BD OF PB CO COMM
 Address: ST LTS # D41 ARTERIALS City: BOYNTON BEACH
 State: FL Zip: 33438

Key Facility Number	AMS Component Num	Grid Number	GPS X Position	GPS Y Position	Orientation	Light Address	Component Type	Bolt Length/Pole Class	Owned By Code	Map Num	Installed Date	TR FLNID	Replace With
101235011-HP0400001	865124654	67200148808	917053	754979	E	CLINT MOORE RD 1LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67201350108	ATB2 120W 3000K
862541111-HP0400001	851102209	67200169800	917254	754980	E	CLINT MOORE RD 2LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67200199801	ATB2 120W 3000K
108836111-HP0400001	270871805	67200229801	917449	754970	E	CLINT MOORE RD 3LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67200199801	ATB2 120W 3000K
862573922-HP0400001	648778008	67200309805	917804	754986	E	CLINT MOORE RD 5LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67201340102	ATB2 120W 3000K
334687822-HP0400001	834809158	67200348807	918101	754987	E	CLINT MOORE RD 6LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67201350108	ATB2 120W 3000K
280127535-HP0400001	449078829	67200359713	918970	754994	E	CLINT MOORE RD 12LT E LYONS RD ON N/S	HP0400	12	F	AD0376	9/15/2005	67301720205	ATB2 120W 3000K
341481315-HP0400001	12668101	67200389817	918209	754988	E	CLINT MOORE RD 7LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67201350108	ATB2 120W 3000K
515814836-HP0400001	515869514	67200389707	919162	754987	E	CLINT MOORE RD 12T E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67200609906	ATB2 120W 3000K
389105636-HP0400001	924212812	67200428801	918384	754889	E	CLINT MOORE RD 8LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67201350108	ATB2 120W 3000K
598240736-HP0400001	903812515	67200468802	918274	755101	E	CLINT MOORE RD 9LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67201680108	ATB2 120W 3000K
771241211-HP0400001	282470217	67200479718	918577	754991	E	CLINT MOORE RD 4LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67201350108	ATB2 120W 3000K
064515736-HP0400001	531498014	67200509804	919802	755118	W	CLINT MOORE RD 10LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67201680108	ATB2 120W 3000K
880691317-HP0400001	780927018	67200519711	919589	754998	E	CLINT MOORE RD 14LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67201680108	ATB2 120W 3000K
310889736-HP0400001	351561410	67200539711	918852	755001	E	CLINT MOORE RD 11LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67201680108	ATB2 120W 3000K
395358836-HP0400001	282998422	67200619804	919344	754997	E	CLINT MOORE RD 13LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67201680108	ATB2 120W 3000K
421432328-HP0400001	680131152	67200679718	920567	755005	E	CLINT MOORE RD 20LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67200689306	ATB2 120W 3000K
701727317-HP0400001	276859507	67200679823	919876	755000	E	CLINT MOORE RD SWIC SOPRANO WAY	HP0400	12	F	AD0376	9/15/2005	67201680108	ATB2 120W 3000K
730132417-HP0400001	810452146	67200728804	920757	755008	E	CLINT MOORE RD 16LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67200749408	ATB2 120W 3000K
162518228-HP0400001	583248126	67200739915	920027	755002	E	CLINT MOORE RD 18LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67200689306	ATB2 120W 3000K
745109128-HP0400001	534426256	67200759711	920947	755008	E	CLINT MOORE RD 17LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67201680108	ATB2 120W 3000K
930706309-HP0400001	281175448	67200779933	920204	755003	E	CLINT MOORE RD 22LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67200989805	ATB2 120W 3000K
692083228-HP0400001	518125816	67200809913	920378	755003	E	CLINT MOORE RD 18LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67201680108	ATB2 120W 3000K
430876328-HP0400001	879451003	67200909802	920857	755100	E	CLINT MOORE RD 21LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67300029801	ATB2 120W 3000K
015452409-HP0400001	922673452	67200989813	921139	755008	E	CLINT MOORE RD 23LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67300029801	ATB2 120W 3000K
949133314-HP0400001	803005358	67201110204	918998	755082	NA	CLINT MOORE RD 1LT E SR 7 NS	HP0400	12	F	AD0376	9/15/2005	67201340102	ATB2 120W 3000K
291070319-HP0400001	808950449	67201180201	923889	755171	W	CLINT MOORE RD 2LT E SR 7 ON N/S	HP0400	12	F	AD0376	9/15/2005	67201340102	ATB2 120W 3000K
644336419-HP0400001	4088959745	67201200203	917554	755074	SW	CLINT MOORE RD 3LT E SR 7 ON N/S	HP0400	12	F	AD0376	9/15/2005	67200199801	ATB2 120W 3000K
795746519-HP0400001	318812627	67201240108	917747	755079	NW	CLINT MOORE RD 4LT E SR 7 ON N/S	HP0400	12	F	AD0376	9/15/2005	67201350108	ATB2 120W 3000K
556515710-HP0400001	114139544	67201280100	917859	754970	E	CLINT MOORE RD 5LT E SR 7 ON N/S	HP0400	12	F	AD0376	9/15/2005	67201350108	ATB2 120W 3000K
624309801-HP0400001	840428047	67201320101	918111	755081	W	CLINT MOORE RD 6LT E SR 7 ON N/S	HP0400	12	F	AD0376	9/15/2005	67699378003	ATB2 120W 3000K
987781023-HP0400001	649271629	67201380103	923732	755151	W	CLINT MOORE RD 7LT E SR 7 ON N/S	HP0400	12	F	AD0376	9/15/2005	67399789805	ATB2 120W 3000K
382893123-HP0400001	514309480	67201400105	918274	755087	NW	CLINT MOORE RD 8LT E SR 7 ON N/S	HP0400	12	F	AD0376	9/15/2005	67200389806	ATB2 120W 3000K
808440417-HP0400001	861484137	67201440107	918484	755081	W	CLINT MOORE RD 9LT E SR 7 ON N/S	HP0400	12	F	AD0376	9/15/2005	67200258506	ATB2 120W 3000K
180430817-HP0400001	560877816	67201480108	918683	755098	W	CLINT MOORE RD 10LT E SR 7 ON N/S	HP0400	12	F	AD0376	9/15/2005	67201350108	ATB2 120W 3000K
835486828-HP0400001	297918847	67201520101	918883	755099	W	CLINT MOORE RD 11LT E SR 7 ON N/S	HP0400	12	F	AD0376	9/15/2005	67200318401	ATB2 120W 3000K
105125828-HP0400001	432764526	67201580102	919080	755101	W	CLINT MOORE RD 12LT E SR 7 ON N/S	HP0400	12	F	AD0376	9/15/2005	67201680108	ATB2 120W 3000K
344354038-HP0400001	488445601	67201600104	917827	755090	W	CLINT MOORE RD 13LT E SR 7 ON N/S	HP0400	12	F	AD0376	9/15/2005	67201680108	ATB2 120W 3000K
072892138-HP0400001	582501124	67201630101	918485	755102	W	CLINT MOORE RD 14LT E SR 7 ON N/S	HP0400	12	F	AD0376	9/15/2005	67201680108	ATB2 120W 3000K
897051238-HP0400001	231570028	67201670102	918614	755102	W	CLINT MOORE RD 15LT E SR 7 ON N/S	HP0400	12	F	AD0376	9/15/2005	67201680108	ATB2 120W 3000K
187377928-HP0400001	535705856	67201700109	918765	755103	W	CLINT MOORE RD 16LT E SR 7 ON N/S	HP0400	12	F	AD0376	9/15/2005	67201680108	ATB2 120W 3000K
135758039-HP0400001	44571345	67201740101	918842	755105	W	CLINT MOORE RD 17LT E SR 7 ON N/S	HP0400	12	F	AD0376	9/15/2005	67200549407	ATB2 120W 3000K
468210239-HP0400001	386112333	67201780102	920291	755108	W	CLINT MOORE RD 18LT E SR 7 ON N/S	HP0400	12	F	AD0376	9/15/2005	67201680108	ATB2 120W 3000K
307450339-HP0400001	40900900	67201810109	920484	755106	W	CLINT MOORE RD 19LT E SR 7 ON N/S	HP0400	12	F	AD0376	9/15/2005	67201680108	ATB2 120W 3000K
625689339-HP0400001	88172635	67201850101	920115	755105	W	CLINT MOORE RD 20LT E SR 7 ON N/S	HP0400	12	F	AD0376	9/15/2005	67201680308	ATB2 120W 3000K
701056810-HP0400001	805514717	67201890102	920870	755103	W	CLINT MOORE RD 21LT E SR 7 ON N/S	HP0400	12	F	AD0376	9/15/2005	67300029801	ATB2 120W 3000K
054917710-HP0400001	781306853	67201930104	921081	755112	W	CLINT MOORE RD 22LT E SR 7 ON N/S	HP0400	12	F	AD0376	9/15/2005	67300029801	ATB2 120W 3000K
631488910-HP0400001	337885935	67201970106	921237	755112	W	CLINT MOORE RD 23LT E SR 7 ON N/S	HP0400	12	F	AD0376	9/15/2005	67300029801	ATB2 120W 3000K
380928409-HP0400001	125571302	6730028627	921326	755012	E	CLINT MOORE RD 24LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67300029801	ATB2 120W 3000K
070028210-HP0400001	858208714	67300068802	921515	755012	E	CLINT MOORE RD 25LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67300029801	ATB2 120W 3000K
709870410-HP0400001	20137728	67300118907	921903	755015	E	CLINT MOORE RD 27LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67300029801	ATB2 120W 3000K
819016410-HP0400001	518854837	67300158025	922078	755018	E	CLINT MOORE RD 28LT E SR 7 ON S/S	HP0400	12	F	AD0376	9/15/2005	67300029801	ATB2 120W 3000K
198190510-HP0400001	150030417	67300229800	922320	755005	W	CLINT MOORE RD 1LT W LYONS RD ON S/S	HP0400	12	F	AD0376	9/15/2005	6730029801	ATB2 120W 3000K
89736525-HP0400001	48702028	67300279804	922486	755029	E	CLINT MOORE RD 1LT E LYONS RD ON S/S	HP0400	12	F	AD0376	7/31/2007	67301350108	ATB2 120W 3000K
980781425-HP0400001	995490109	67300309901	922825	755024	E	CLINT MOORE RD 2 LT E LYONS RD ON S/S	HP0400	12	F	AD0376	7/31/2007	67301350108	ATB2 120W 3000K
314017425-HP0400001	1270782910	67300338907	922488	755029	W	CLINT MOORE RD 3 LT E LYONS RD ON S/S	HP0400	12	F	AD0376	7/31/2007	67301350108	ATB2 120W 3000K
672223525-HP0400001	16459306	67300379909	923086	755036	E	CLINT MOORE RD 4 LT E LYONS RD ON S/S	HP0400	12	F	AD0376	7/31/2007	67301350122	ATB2 120W 3000K
297753825-HP0400001	223277359	67300409905	923240	755029	E	CLINT MOORE RD 5 LT E LYONS RD ON S/S	HP0400	12	F	AD0376	7/31/2007	67301350108	ATB2 120W 3000K
254879725-HP0400001	242027448	67300448907	923448	755030	E	CLINT MOORE RD 6 LT E LYONS RD ON S/S	HP0400	12	F	AD0376	7/31/2007	67301350108	ATB2 120W 3000K
653376725-HP0400001	458858255	67300478903	923838	755033	E	CLINT MOORE RD 7 LT E LYONS RD ON S/S	HP0400	12	F	AD0376	7/31/2007	67301350108	ATB2 120W 3000K

578333625-HPS0400001	994859105	67300638901-924343	755053	W	CLINT MOORE RD 11 LT E LYONS RD ON S/S	HPS0400	12	F	AA0376	7/31/2007	67301500108	ATB2 120W 3000K
076780625-HPS0400001	954580624	67300679602-924497	755065	E	CLINT MOORE RD 12 LT E LYONS RD ON S/S	HPS0400	12	F	AA0376	7/31/2007	67301500109	ATB2 120W 3000K
586873335-HPS0400001	565352805	67300709909-924888	755050	E	CLINT MOORE RD 13 LT E LYONS RD ON S/S	HPS0400	12	F	AA0376	7/31/2007	67301500108	ATB2 120W 3000K
597829235-HPS0400001	486073615	67300749901-924850	755059	E	CLINT MOORE RD 14 LT E LYONS RD ON S/S	HPS0400	12	F	AA0376	7/31/2007	67301720205	ATB2 120W 3000K
575136235-HPS0400001	439174954	67300779907-925132	755060	S	CLINT MOORE RD 15 LT E LYONS RD ON S/S	HPS0400	12	F	AA0376	7/31/2007	67301720205	ATB2 120W 3000K
439813235-HPS0400001	886461803	67300819909-923337	755150	W	CLINT MOORE RD 16 LT E LYONS RD ON S/S	HPS0400	12	F	AD0376	7/31/2007	67301940108	ATB2 120W 3000K
659549135-HPS0400001	722890655	67300849905-925358	755069	SW	CLINT MOORE RD 17 LT E LYONS RD ON S/S	HPS0400	12	F	AA0376	7/31/2007	67301940108	ATB2 120W 3000K
649807135-HPS0400001	274740155	67300879901-924933	755179	W	CLINT MOORE RD 18 LT E LYONS RD ON S/S	HPS0400	12	F	AA0376	7/31/2007	67301940108	ATB2 120W 3000K
003473135-HPS0400001	931485312	67300919903-925588	755081	E	CLINT MOORE RD 19 LT E LYONS RD ON S/S	HPS0400	12	F	AA0376	7/31/2007	67301940108	ATB2 120W 3000K
499241135-HPS0400001	387903004	67300959905-925710	755097	W	CLINT MOORE RD 20 LT E LYONS RD ON S/S	HPS0400	12	F	AA0376	7/31/2007	67301940108	ATB2 120W 3000K
690297035-HPS0400001	844003516	67300999907-926147	755189	W	CLINT MOORE RD 21 LT E LYONS RD ON S/S	HPS0400	12	F	AA0376	7/31/2007	67301969800	ATB2 120W 3000K
518739901-HPS0400001	484684814	67301010101-921422	755106	W	CLINT MOORE RD 24LT E SR 7 ON N/S	HPS0400	12	F	AD0376	9/15/2005	67300028801	ATB2 120W 3000K
787929011-HPS0400001	507244127	67301040107-921617	755120	W	CLINT MOORE RD 25LT E SR 7 ON N/S	HPS0400	12	F	AD0376	9/15/2005	67300028801	ATB2 120W 3000K
653624310-HPS0400001	528259255	67301080010-921711	755014	E	CLINT MOORE RD 26LT E SR 7 ON S/S	HPS0400	12	F	AD0376	9/15/2005	67301060401	ATB2 120W 3000K
212270211-HPS0400001	528519337	67301090104-921351	755116	W	CLINT MOORE RD 26LT E SR 7 ON N/S	HPS0400	12	F	AD0376	9/15/2005	67300629801	ATB2 120W 3000K
118319211-HPS0400001	752091615	67301130108-921998	755118	W	CLINT MOORE RD 27LT E SR 7 ON N/S	HPS0400	12	F	AD0376	9/15/2005	67301140501	ATB2 120W 3000K
900353112-HPS0400001	201037128	67301160102-922174	755127	W	CLINT MOORE RD 2LT E SR 7 ON N/S	HPS0400	12	F	AD0376	9/15/2005	67300028801	ATB2 120W 3000K
576786212-HPS0400001	780247005	67301200201-918772	754992	E	CLINT MOORE RD 14LT W LYONS RD ON N/S	HPS0400	12	F	AD0376	9/15/2005	67300028801	ATB2 120W 3000K
941876312-HPS0400001	299254848	67301280116-922472	755023	W	CLINT MOORE RD 1LT E LYONS RD ON N/S	HPS0400	12	F	AD0376	9/15/2005	6730120W 3000K	
063184113-HPS0400001	244873904	67301320100-922910	755028	W	CLINT MOORE RD 2LT E LYONS RD ON N/S	HPS0400	12	F	AD0376	9/15/2005	6730120W 3000K	
687910213-HPS0400001	252698316	67301350114-922454	755004	W	CLINT MOORE RD 3LT E LYONS RD ON N/S	HPS0400	12	F	AD0376	9/15/2005	6730120W 3000K	
030790313-HPS0400001	630361033	67301350149-923162	755149	W	CLINT MOORE RD 5LT E LYONS RD ON N/S	HPS0400	12	F	AD0376	9/15/2005	67803737106	ATB2 120W 3000K
739307625-HPS0400001	88610848	67301350157-922999	755147	W	CLINT MOORE RD 10 LT E LYONS RD ON S/S	HPS0400	12	F	AD0376	7/31/2007	67301720205	ATB2 120W 3000K
654795213-HPS0400001	555353535	67301380102-922514	755144	W	CLINT MOORE RD 4LT E LYONS RD ON N/S	HPS0400	12	F	AD0376	9/15/2005	67301350122	ATB2 120W 3000K
137878124-HPS0400001	981577645	67301420015-923538	755151	W	CLINT MOORE RD 7LT E LYONS RD ON N/S	HPS0400	12	F	AD0376	9/15/2005	67301420007	ATB2 120W 3000K
658727313-HPS0400001	184078555	67301450101-922750	755024	S	CLINT MOORE RD 6LT E LYONS RD ON N/S	HPS0400	12	F	AD0376	9/15/2005	67600607507	ATB2 120W 3000K
565163224-HPS0400001	159400254	67301540100-924588	755177	W	CLINT MOORE RD 8LT E LYONS RD ON N/S	HPS0400	12	F	AA0376	9/15/2005	67301500108	ATB2 120W 3000K
210889224-HPS0400001	884602137	67301580101-924246	755174	W	CLINT MOORE RD 9LT E LYONS RD ON N/S	HPS0400	12	F	AA0376	9/15/2005	67301500108	ATB2 120W 3000K
320244324-HPS0400001	33119820	67301610108-924108	755099	W	CLINT MOORE RD 10LT E LYONS RD ON N/S	HPS0400	12	F	AA0376	9/15/2005	67301500108	ATB2 120W 3000K
798868324-HPS0400001	499647027	67301650100-917391	755086	S	CLINT MOORE RD 11LT E LYONS RD ON N/S	HPS0400	12	F	AD0376	9/15/2005	67298598803	ATB2 120W 3000K
171902635-HPS0400001	609121536	67301720108-925271	755182	W	CLINT MOORE RD 13LT E LYONS RD ON N/S	HPS0400	12	F	AA0376	9/15/2005	67301720205	ATB2 120W 3000K
483819635-HPS0400001	403081923	67301790100-925090	755181	W	CLINT MOORE RD 14LT E LYONS RD ON N/S	HPS0400	12	F	AA0376	9/15/2005	67301720205	ATB2 120W 3000K
278944735-HPS0400001	343501729	67301790106-925074	755220	S	CLINT MOORE RD NWC WAGON WHEEL DR	HPS0400	12	F	AA0376	9/15/2005	87099287801	ATB2 120W 3000K
985183816-HPS0400001	802880409	67301860201-924433	755177	W	CLINT MOORE RD 12LT W FLA TPK ON N/S	HPS0400	12	F	AA0376	9/15/2005	87198581204	ATB2 120W 3000K
889519816-HPS0400001	781938516	67301890208-925441	755183	W	CLINT MOORE RD 11LT W FLA TPK ON N/S	HPS0400	12	F	AA0376	9/15/2005	67301930102	ATB2 120W 3000K
983045916-HPS0400001	428118209	67301930200-925792	755185	W	CLINT MOORE RD 10LT W FLA TPK ON N/S	HPS0400	12	F	AA0376	9/15/2005	67301930102	ATB2 120W 3000K
428961217-HPS0400001	798385652	67301970201-925817	755185	W	CLINT MOORE RD 9LT W FLA TPK ON N/S	HPS0400	12	F	AA0376	9/15/2005	67300991906	ATB2 120W 3000K
227394035-HPS0400001	253093857	67400028906-926236	755067	E	CLINT MOORE RD 22 LT E LYONS RD ON S/S	HPS0400	12	F	AA0376	7/31/2007	67400139507	ATB2 120W 3000K
076232035-HPS0400001	476904524	67400089908-924555	755245	E	CLINT MOORE RD 23 LT E LYONS RD ON S/S	HPS0400	12	F	AA0376	7/31/2007	67301940108	ATB2 120W 3000K
058269925-HPS0400001	892348304	67400109802-926808	755101	E	CLINT MOORE RD 24 LT E LYONS RD ON S/S	HPS0400	12	F	AA0376	7/31/2007	67301940108	ATB2 120W 3000K
496226925-HPS0400001	554784753	67400139809-926758	755099	E	CLINT MOORE RD 25 LT E LYONS RD ON S/S	HPS0400	12	F	AA0376	7/31/2007	67301940108	ATB2 120W 3000K
669143925-HPS0400001	891221206	67400179801-926938	755108	E	CLINT MOORE RD 26 LT E LYONS RD ON S/S	HPS0400	12	F	AA0376	7/31/2007	67401140100	ATB2 120W 3000K
159150925-HPS0400001	945345616	67400219802-927084	755111	E	CLINT MOORE RD 27 LT E LYONS RD ON S/S	HPS0400	12	F	AA0376	7/31/2007	67400199607	ATB2 120W 3000K
953210908-HPS0400001	217041658	67401000201-925869	755071	E	CLINT MOORE RD 8LT W FLA TPK ON N/S	HPS0400	12	F	AA0376	9/15/2005	67301940108	ATB2 120W 3000K
816874908-HPS0400001	279837837	67401040202-925971	755188	W	CLINT MOORE RD 7LT W FLA TPK ON N/S	HPS0400	12	F	AA0376	9/15/2005	87299388702	ATB2 120W 3000K
635970018-HPS0400001	805675246	67401080212-926059	755070	S	CLINT MOORE RD 6LT W FLA TPK ON N/S	HPS0400	12	F	AA0376	9/15/2005	68000608404	ATB2 120W 3000K
235044710-HPS0400001	274540118	67401110201-926319	755194	W	CLINT MOORE RD 5LT W FLA TPK ON N/S	HPS0400	12	F	AA0376	9/15/2005	67401140100	ATB2 120W 3000K
838840810-HPS0400001	161323847	67401150202-926493	755199	W	CLINT MOORE RD 4LT W FLA TPK ON N/S	HPS0400	12	F	AA0376	9/15/2005	87398246506	ATB2 120W 3000K
741015810-HPS0400001	22914946	67401190204-926867	755206	W	CLINT MOORE RD 3LT W FLA TPK ON N/S	HPS0400	12	F	AA0376	9/15/2005	87804655201	ATB2 120W 3000K
577179810-HPS0400001	302980105	67401220103-926834	755213	W	CLINT MOORE RD 2LT W FLA TPK ON N/S	HPS0400	12	F	AA0376	9/15/2005	67401140100	ATB2 120W 3000K
673301020-HPS0400001	980406406	67401240104-927013	755224	W	CLINT MOORE RD 1LT W FLA TPK ON N/S	HPS0400	12	F	AA0376	9/15/2005	674000309607	ATB2 120W 3000K

FPL Account Number: 84433-16255

FPL Work Request Number: _____

LIGHTING AGREEMENT

In accordance with the following terms and conditions, Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter called the Customer), requests on this 7 day of June **2024**, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Clint Moore Rd from SR 7 to Turnpike, located in Palm Beach County, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description ⁽¹⁾	Watts	Lumens	Color Temperature	# Installed	# Removed
ATB2	120	16,427	3000K	2	

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at www.fpl.com/led

(Continued on Sheet No. 9.141)

(Continue from Sheet No. 9.141)

That, for and in consideration of the covenants set forth herein, the parties here to covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$5.32. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires, and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this Agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

(Continue on Sheet No. 9.143)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
 Effective: January 1, 2022

(Continue on Sheet No. 9.142)

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.
14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this Agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation, or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

(Continue on Sheet No. 9.144)

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: January 1, 2022

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Changes and Terms Accepted:

Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: *David L. Ricks*
Signature (Authorized Representative)

By: *Alex Acosta*
(Signature)

DAVID L RICKS
(Print or type name)

Alex Acosta
(Print or type name)

COUNTY
Title: ENGINEER Date: 6/7/2024

Title: FPL LED Lighting Solutions Manager

Approved as to Terms and Conditions

Motsem A. Al-Turk
Motsem A. Al-Turk, Ph.D., P.E.
Traffic Division Director

Approved as to Form and Legal Sufficiency

/s/Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: March 3, 2020

FPL Account Number: 84423-18229

FPL Work Request Number: _____

LIGHTING AGREEMENT

In accordance with the following terms and conditions, Palm Beach County, a political subdivision of the State of Florida by and through its Board of County Commissioners (hereinafter called the Customer), requests on this 11 day of June 2024, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) NW Corner of Gulfstream Blvd & US1, located in Palm Beach County, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description ⁽¹⁾	Watts	Lumens	Color Temperature	# Installed	# Removed
ATB2	140		4000K	0	1

(1) Catalog of available fixtures and the assigned billing tier for each can be viewed at _____

(Continued on Sheet No. 9.141)

Issued by: **Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems**
Effective: **January 1, 2022**

(Continue from Sheet No. 9.141)

That, for and in consideration of the covenants set forth herein, the parties here to covenant and agree as follows:

FPL AGREES:

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer the electric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$0.00. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution In Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's installing the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires, and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

11. Modifications to the facilities provided by FPL under this Agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
 - a. the addition of lighting facilities;
 - b. the removal of lighting facilities; and
 - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

(Continue on Sheet No. 9.143)

Issued by: Tiffany Cohen, Senior Director, Regulatory Rates, Cost of Service and Systems
 Effective: January 1, 2022

(Continue on Sheet No. 9.142)

12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL lighting facilities. Payment shall be made by the Customer in advance of any relocation.
Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.
14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
15. In the event lighting facilities covered by this Agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates approved by the FPSC) plus removal cost.
16. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation, or undertakings by FPL to third parties.
19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
21. The lighting facilities shall remain the property of FPL in perpetuity.
22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

(Continue on Sheet No. 9.144)

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: January 1, 2022

FLORIDA POWER & LIGHT COMPANY

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Changes and Terms Accepted:

Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners
Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: **David Ricks**
Digitally signed by David Ricks
DN: cn=David Ricks, o=Palm Beach County, ou=Engineering, dc=pbcgov, ou=Engineering, ou=ENG, ou=Users, cn=David Ricks, e=DRicks@pbc.gov
I am approving this document.
Date: 2024.05.11 14:30:01-04'00'
Foxit PDF Reader Version: 12.1.0

By: Alex Acosta
(Signature)

David L. Ricks, P.E.
(Print or type name)

Alex Acosta
(Print or type name)

Title: County Engineer Date: 6/11/2024

Title: FPL LED Lighting Solutions Manager

Approved as to Terms and Conditions

Motasem A. Al-Turk
Motasem A. Al-Turk, Ph.D., P.E.
Traffic Division Director

Approved as to Form and Legal Sufficiency

Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: March 3, 2020



FPL Account Number: **53025-92166**
 FPL Work Order Number: _____

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, Palm Beach County, a political subdivision of the State of Florida by and through its Board of County Commissioners (hereinafter called the Customer), requests on this 3 day of July, 2024, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) Military Tri & Community, Roebuck & Shenandoah, located in West Palm Beach, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Lights Installed</u>			<u>Lights Removed</u>		
<u>Fixture Rating (in Lumens)</u>	<u>Fixture Type</u>	<u># Installed</u>	<u>Fixture Rating (in Lumens)</u>	<u>Fixture Type</u>	<u># Removed</u>
			50,000	HPS0400	4

<u>Poles Installed</u>		<u>Poles Removed</u>		<u>Conductors Installed</u>		<u>Conductors Removed</u>	
<u>Pole Type</u>	<u># Installed</u>	<u>Pole Type</u>	<u># Removed</u>				
		PMW0001	2	Feet not Under Paving		Feet not Under Paving	
				Feet Under Paving		Feet Under Paving	

(b) Modification to existing facilities other than described above (explain fully): Transfer out grid numbers: 6-7823-0267-0-1, 67824-0481-1-3, 6-7824-0951-0-3 & 6-7824-0955-0-2.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

- To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

- To pay a contribution in the amount of \$0 prior to FPL's initiating the requested installation or modification.
- To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:
 - a. the addition of street lighting facilities;
 - b. the removal of street lighting facilities; and
 - c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.
8. FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
9. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
10. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial the (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
11. In the event street lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination or breach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of the facilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation rates as approved by the FPSC) plus removal cost.
12. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
13. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
14. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
15. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
16. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
17. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Palm Beach County, a political subdivision of the State of Florida
by and through its Board of County Commissioners
 Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: *David L. Ricks*
 Signature (Authorized Representative)

By: *Melissa Roettger*
 (Signature)

DAVID L RICKS
 (Print or type name)

Melissa Roettger
 (Print or type name)

Title: COUNTY ENGINEER Date: 7/3/2012 Title: Sr. Customer Advisor

Approved as to Terms and Conditions

Approved as to Form and Legal Sufficiency

Motamen Al-Turk
 Motasem A. Al-Turk, Ph.D., P.E.
 Traffic Division Director

Yelizaveta B. Herman
 Yelizaveta B. Herman
 Assistant County Attorney



FPL Account Number: **53025-92166**
 FPL Work Order Number: _____

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, **Palm Beach County, a political subdivision of the State of Florida by and through its Board of County Commissioners** (hereinafter called the Customer), requests on this **3rd** day of **May, 2024**, from **FLORIDA POWER & LIGHT COMPANY** (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) **Corner of Military Trl & Blue Heron Blvd,** located in **Riviera Beach, Florida.**

(a) Installation and/or removal of FPL-owned facilities described as follows:

<u>Lights Installed</u>			<u>Lights Removed</u>		
Fixture Rating (in Lumens)	Fixture Type	# Installed	Fixture Rating (in Lumens)	Fixture Type	# Removed
			16,000	HPS0150	2

<u>Poles Installed</u>		<u>Poles Removed</u>		<u>Conductors Installed</u>		<u>Conductors Removed</u>	
Pole Type	# Installed	Pole Type	# Removed	Feet not Under Paving	Feet Under Paving	Feet not Under Paving	Feet Under Paving
		PMW0001	1				

(b) Modification to existing facilities other than described above (explain fully): Transfer out grid numbers: 6-7829-2430-0-3 & 6-7828-2229-2-4.

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

FPL AGREES:

- To install or modify the street lighting facilities described and identified above (hereinafter called the Street Lighting System), furnish to the Customer the electric energy necessary for the operation of the Street Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective street lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive street lighting rate schedule approved by the FPSC.

THE CUSTOMER AGREES:

- To pay a contribution in the amount of \$0 prior to FPL's initiating the requested installation or modification.
- To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

IT IS MUTUALLY AGREED THAT:

7. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional street lighting agreement delineating the modifications to be accomplished. Modification of FPL street lighting facilities is defined as the following:
 - a. the addition of street lighting facilities;
 - b. the removal of street lighting facilities; and
 - c. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.
8. FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL street lighting facilities. Payment shall be made by the Customer in advance of any relocation.
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13. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
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IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

Palm Beach County, a political subdivision of the State of Florida
by and through its Board of County Commissioners
 Customer (Print or type name of Organization)

FLORIDA POWER & LIGHT COMPANY

By: *David L Rick*
 Signature (Authorized Representative)

By: *Melissa Roettger*
 (Signature)

DAVID L RICK
 (Print or type name)

Melissa Roettger
 (Print or type name)

Title: COUNTY ENGINEER Date: 7/10/2024

Title: Sr. Customer Advisor

Approved as to Terms and Conditions

Approved as to Form and Legal Sufficiency

Motasem A. Al-Turk
 Motasem A. Al-Turk, Ph.D., P.E.
 Traffic Division Director

Yelizaveta B. Herman
 Yelizaveta B. Herman
 Assistant County Attorney