

DRAFT - SUBJECT TO CHANGE

Agenda Item #:3-C-7

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

Meeting Date:	November 19, 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: six (6) fully executed Lighting Agreements with the 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 August 7, 2024, and September 12, 2024, per Resolution R2024-1016. FP&L agreements are based on the type of street lighting fixture and/or pole being installed or removed. Lighting Agreements are utilized for the installation and/or removal of LED street lights and poles submitted to FP&L after December 31, 2021. Countywide (YBH)

Background and Justification: Resolution R2024-1016 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 26, 2024.

Attachments:

1. Table of six (6) FP&L Lighting Agreements and the Agreements

Recommended By:		Date
YBH/fel	County Engineer	15 OCT 2024
Approved By:		Date
	Deputy County Administrator	10/22/24

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
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? Yes No

Is this item using Federal Funds? Yes No

Is this item using State Funds? Yes No

Budget Account No: Fund Dept Unit Object

Recommended Sources of Funds/Summary of Fiscal Impact:

No Fiscal Impact

C. Departmental Fiscal Review: *Darryl Ramaleigh*
III. REVIEW COMMENTS

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

Lisa Muth 10/16/2024
 MD 10/16 OFMB PA 10/16

Theresa Maddox
 Contract Dev. and Control 10/21/24

B. Approved as to Form and Legal Sufficiency:

[Signature] 10/22/24
 Assistant County Attorney

C. Other Department Review:

 Department Director

Table of Executed Agreements

	Location	Agreement	Date
1.	SR-7 and Lake Worth Road	Lighting	August 12, 2024
2.	SR-7 and Lake Worth Road	Lighting	August 7, 2024
3.	V/O 9735 Boynton Beach Boulevard	Lighting	August 7, 2024
4.	Seminole Pratt Whitney Road from SR 80 to Whitton Drive	Lighting	September 12, 2024
5.	Seminole Pratt Whitney Road from Whitton Drive to Sycamore Drive (Phase 1)	Lighting	September 12, 2024
6.	Seminole Pratt Whitney Road from Whitton Drive to Sycamore Drive (Phase 2)	Lighting	September 12, 2024

Attachment 1

FPL Account Number: 977793223

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 12 day of August **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) SR-7 and Lake Worth Rd Intersection, 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
Roadway	161	20,000	4000K	1	
SCH HPS	200	N/A	N/A		1

(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

(Continued from Sheet No. 9.140)

Pole Description	# Installed	# Removed

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.

- (c) Modification to existing facilities other than described above or additional notes (explain fully):
FPL to retrofit fixture as described in this Agreement's Fixture Description. Refer to Attachment A: Selection Sheet BA#977793223.

(Continue on Sheet No. 9.142)

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 clearzone 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: 8/12/2024

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:

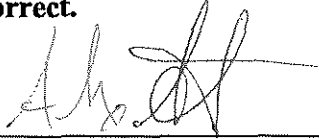
Selection Sheet BAW977793723

Location	Key Facility Number	AMS Component Num	Grid Number	GPS X Position	GPS Y Position	Light Address	Component Type	Fixture Type/Pole Height	Owned By Code	Map Num	Installed Date	TX YLR(TD)	Replace With
	3184830009-HP80200001	254833356	671169115011815022		630801	LAKE WORTH RD 1LT W SR 7 S/S	HP80200	1SCH	IF	ADD418	2/24/2006	167116861709	Roadway 20,000L400CK

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Florida Power & Light Company
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**



(signature of officer or representative)

Alexander David Acosta

(printed name of officer or representative)

State of Florida, County of Palm Beach

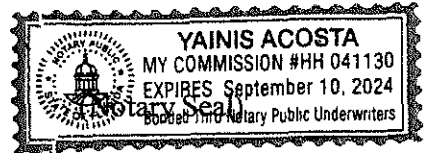
Sworn to and subscribed before me by means of physical presence or online notarization
this, 30 day of August, 2024, by Alexander D. Acosta.

Personally known OR produced identification .

Type of identification produced FLDL.

NOTARY PUBLIC

My Commission Expires: September 10, 2024
State of Florida at large



FPL Account Number: 5302592166

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 August 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) SR-7 and Lake Worth Rd Intersection, 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
AEL ATB2	264	33,907	4000K	3	
SCH HPS	200	N/A	N/A		3

(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)

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(Continue from Sheet No. 9.141)

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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.
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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.
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(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.
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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. Rick's
Signature (Authorized Representative)

By: Alex Acosta
(Signature)

DAVID L RICK'S
(Print or type name)

Alex Acosta
(Print or type name)

Title: COUNTY ENGINEER Date: 8/7/2024

Title: FPL LED Lighting Solutions Manager

Approved as to Terms and Conditions

Motsem 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:

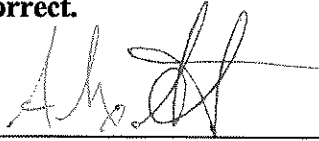
Selection Sheet BA#5307592166

Location	Key Facility Number	AMS Component Num	Old Number	Old X Position	Old Y Position	Light Address	Component Type	Fixture Type	Pole Height	Owned By Code	Map Num	Installed Date	TX TLN ID	Replace With
	21076861054-HP60200001	405120824	67116851308	814874	830809	LAKE WORTH RD 1P E/O SR7 SS	HP60200	FXTSCH		IF	AD0418	4/77/1987		AEL ATB2 264W 4000K
	18335132732-HP60200001	641042348	67116881614	815807	830769	LAKE WORTH RD N/S 1L E/O SR7	HP60200	FXTSCH		IF	AD0418	11/19/1989	187118931801	AEL ATB2 264W 4000K
	4188753417-HP60200001	645269416	67116991802	816158	830911	LAKE WORTH RD N/S 2L E/O SR7	HP60200	FXTSCH		IF	AD0418	4/77/1987	187218261501	AEL ATB2 264W 4000K

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Florida Power & Light Company
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**



(signature of officer or representative)

Alexander David Acosta


(printed name of officer or representative)

State of Florida, County of Palm Beach

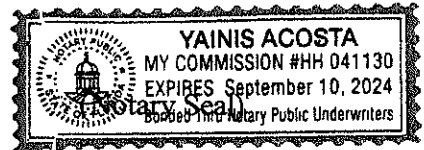
Sworn to and subscribed before me by means of physical presence or online notarization
this, 30 day of August, 2024, by Alexander D. Acosta.

Personally known OR produced identification .

Type of identification produced FLDL



NOTARY PUBLIC
My Commission Expires: September 10, 2024
State of Florida at large



FPL Account Number: 53025-92166

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 August 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) V/O 5735 Boynton Beach Blvd, 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
AEL ATB2	186	24,937	3000K	4	
HPS SCH	400	N/A	N/A	N/A	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)

(Continued from Sheet No. 9.140)

Pole Description	# Installed	# Removed

(b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.

(c) Modification to existing facilities other than described above or additional notes (explain fully):
FPL to install fixtures as described in this Agreement's Fixture Description. 12' Bracket to be used at all locations.
Customer responsible for any restoration required.

(Continue on Sheet No. 9.142)

(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 \$2.76. 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: 8/7/2024

Title: FPL LED Lighting Solutions Manager

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

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

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Florida Power & Light Company
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**



(signature of officer or representative)

Alexander David Acosta

(printed name of officer or representative)

State of Florida, County of Palm Beach

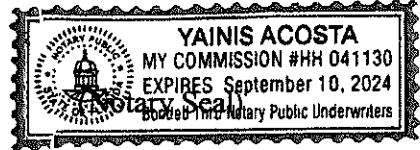
Sworn to and subscribed before me by means of physical presence or online notarization
this, 30 day of August, 2024, by Alexander D. Acosta.

Personally known OR produced identification .

Type of identification produced FLDL.

NOTARY PUBLIC

My Commission Expires: September 10, 2024
State of Florida at large



FPL Account Number: 977793223

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 12 day of September 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) Seminole Pratt Whitney Rd from SR 80 to Whitton Dr, 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
HPS SCH	200				30
HPS SCH	150				64
AEL ATB2	186	24,937	3000K	94	

(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, PE
(Print or type name)

Alex Acosta
(Print or type name)

Title: COUNTY ENGINEER Date: 9/12/24

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

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

249476101-HP80200001	816511742	06521068007 881658	858170	'S	SEMINOLE PRATT WHITNEY RD E/8 2ND ST LT N/O E BURNS DR	HP80200	'F	AV0433	18/10/2013	06521074707	AEL ATB2 186W 3000K
179585402-HP80200001	438488442	06521088704 881688	880018	'S	SEMINOLE PRATT WHITNEY RD E/8 1ST ST LT N/O E EPSOM DR	HP80200	'F	AV0433	18/10/2013	06521074707	AEL ATB2 186W 3000K
707878043-HP80150001	367778312	06521781100 881684	868312	'G	SEMINOLE PRATT WHITNEY RD E/8 1PLNO E HARLENA DR	HP80150	'F	AV0433	17/12/2013	06521106307	AEL ATB2 186W 3000K
952115204-HP80150001	866678052	06522022803 881433	881458	'NA	SEMINOLE PRATT WHITNEY RD W/8 2ND LT N/O CALDER DR	HP80150	'F	AV0433	18/20/2011	06521068600	AEL ATB2 186W 3000K
898381500-HP80150001	83886052	06522060017 881581	880153	'NA	SEMINOLE PRATT WHITNEY RD W/8 2ND LT N/O EPSOM DR	HP80150	'F	AV0433	18/20/2011	06521068600	AEL ATB2 186W 3000K
119823400-HP80150001	698831842	06522080203 881688	880400	'NA	SEMINOLE PRATT WHITNEY RD W/8 1ST LT S/O GRAND NATIONAL DR	HP80150	'F	AV0433	18/20/2011	06521068600	AEL ATB2 186W 3000K
983348300-HP80150001	883807952	06522080416 881555	880374	'SW	SEMINOLE PRATT WHITNEY RD N/W/8 GRAND NATIONAL DR	HP80150	'F	AV0433	18/20/2011	06521068600	AEL ATB2 186W 3000K
272144300-HP80150001	450787842	06522001072 881565	880648	'NA	SEMINOLE PRATT WHITNEY RD W/8 2ND LT N/O GRAND NATIONAL DR	HP80150	'F	AV0433	18/20/2011	06521068600	AEL ATB2 186W 3000K
000250300-HP80150001	48884742	06522081102 881419	880734	'S	SEMINOLE PRATT WHITNEY RD W/8 2ND LT S/O CALDER DR	HP80150	'F	AV0433	18/20/2011	06521068600	AEL ATB2 186W 3000K
831288200-HP80150001	548585842	06522081200 881404	880224	'S	SEMINOLE PRATT WHITNEY RD W/8 1ST LT S/O CALDER DR	HP80150	'F	AV0433	18/20/2011	06522020400	AEL ATB2 186W 3000K
937786200-HP80150001	682378062	06522081421 881417	880687	'NA	SEMINOLE PRATT WHITNEY RD N/W/8 CALDER DR	HP80150	'F	AV0433	18/20/2011	06521068600	AEL ATB2 186W 3000K
81454200-HP80150001	886786582	06522081458 881800	880987	'NA	SEMINOLE PRATT WHITNEY RD W/8 2ND LT S/O DURAN DR	HP80150	'F	AV0433	18/20/2011	06521068600	AEL ATB2 186W 3000K
487704503-HP80200001	884885842	06522081714 881804	881628	'S	SEMINOLE PRATT WHITNEY RD E/8 2ND ST LT S/O E DURANS DR	HP80200	'F	AV0433	18/10/2013	06521074707	AEL ATB2 186W 3000K
348472200-HP80150001	87780842	06522082117 881608	881157	'NA	SEMINOLE PRATT WHITNEY RD W/8 1ST LT S/O DURANS DR	HP80150	'F	AV0433	18/20/2011	06521068600	AEL ATB2 186W 3000K
859425703-HP80200001	713118113	06522082320 881811	881280	'S	SEMINOLE PRATT WHITNEY RD E/8 1ST ST LT S/O E DURANS DR	HP80200	'F	AV0433	18/10/2013	06521074707	AEL ATB2 186W 3000K
348889202-HP80200001	181894742	06522070208 881684	880274	'S	SEMINOLE PRATT WHITNEY RD E/8 1ST ST LT N/O E GRAND NATIONAL DR	HP80200	'F	AV0433	18/10/2013	06521074707	AEL ATB2 186W 3000K
600348400-HP80150001	218846842	06522070705 881581	880523	'NA	SEMINOLE PRATT WHITNEY RD W/8 2ND LT S/O GRAND NATIONAL DR	HP80150	'F	AV0433	18/20/2011	06521068600	AEL ATB2 186W 3000K
386638503-HP80200001	284977742	06522073020 881821	881862	'S	SEMINOLE PRATT WHITNEY RD E/8 1ST ST LT S/O E GOLDCUP DR	HP80200	'F	AV0433	18/10/2013	06521074707	AEL ATB2 186W 3000K
331382100-HP80150001	385928842	06522073704 881760	882082	'S	SEMINOLE PRATT WHITNEY RD W/8 2ND LT N/O GOLDCUP DR	HP80150	'F	AV0433	18/20/2011	06521068600	AEL ATB2 186W 3000K
730320000-HP80150001	881227842	06522073825 881633	882886	'NA	SEMINOLE PRATT WHITNEY RD W/8 3RD LT N/O GOLDCUP DR	HP80150	'F	AV0433	18/20/2011	06521068600	AEL ATB2 186W 3000K
788928100-HP80150001	321847842	06522076138 881647	882776	'NA	SEMINOLE PRATT WHITNEY RD W/8 1ST LT S/O GOLDCUP DR	HP80150	'F	AV0433	18/20/2011	06521068600	AEL ATB2 186W 3000K
812784202-HP80200001	881477113	0652208107 881703	880238	'S	SEMINOLE PRATT WHITNEY RD E/8 2ND ST LT N/O E EPSOM DR	HP80200	'F	AV0433	18/10/2013	06521074707	AEL ATB2 186W 3000K
848544802-HP80200001	810807113	06522081008 881688	880865	'S	SEMINOLE PRATT WHITNEY RD E/8 2ND ST LT N/O E GRAND NATIONAL DR	HP80200	'F	AV0433	18/10/2013	06521074707	AEL ATB2 186W 3000K
481087302-HP80200001	88085842	06522081413 881687	880772	'S	SEMINOLE PRATT WHITNEY RD N/O E CALDER DR	HP80200	'F	AV0433	18/10/2013	06521074707	AEL ATB2 186W 3000K
688882803-HP80200001	44352842	06522081808 881737	881486	'S	SEMINOLE PRATT WHITNEY RD E/8 1ST ST LT N/O E DURANS DR	HP80200	'F	AV0433	18/10/2013	06521074707	AEL ATB2 186W 3000K
831386803-HP80200001	87488113	06522083220 881824	881785	'S	SEMINOLE PRATT WHITNEY RD N/O E GOLDCUP DR	HP80200	'F	AV0433	18/10/2013	06521074707	AEL ATB2 186W 3000K
837371200-HP80150001	884218842	06522083504 881816	881413	'NA	SEMINOLE PRATT WHITNEY RD N/W/8 DURANS DR	HP80150	'F	AV0433	18/20/2011	06521068600	AEL ATB2 186W 3000K
04180200-HP80150001	233887742	06522082808 881818	881538	'NA	SEMINOLE PRATT WHITNEY RD W/8 2ND LT N/O DURANS DR	HP80150	'F	AV0433	18/20/2011	06521068600	AEL ATB2 186W 3000K
883739100-HP80150001	177728842	06522103408 881828	881888	'NA	SEMINOLE PRATT WHITNEY RD W/8 2ND LT S/O GOLDCUP DR	HP80150	'F	AV0433	18/20/2011	06521068600	AEL ATB2 186W 3000K
229448100-HP80150001	83808842	06522103803 881830	882082	'NA	SEMINOLE PRATT WHITNEY RD N/W/8 GOLDCUP DR	HP80150	'F	AV0433	18/20/2011	06521068600	AEL ATB2 186W 3000K

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Florida Power & Light Company
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**



(signature of officer or representative)

Alexander David Acosta

(printed name of officer or representative)

State of Florida, County of Palm Beach

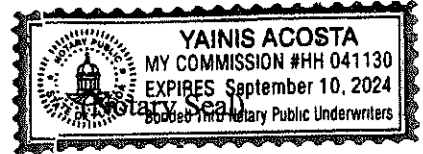
Sworn to and subscribed before me by means of physical presence or online notarization
this, 30 day of August 2024, by Alexander D. Acosta.

Personally known OR produced identification .

Type of identification produced FLDL.

NOTARY PUBLIC

My Commission Expires: September 10, 2024
State of Florida at large



FPL Account Number: 977793223

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 12 day of September **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) Seminole Pratt Whitney Rd from Whitton Dr to Sycamore Dr Phase 1, 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
HPS SCH	200				14
AEL ATB2	186	24,937	3000K	14	

(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

FLORIDA POWER & LIGHT COMPANY

(Continued from Sheet No. 9.140)

Pole Description	# Installed	# Removed

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully):
 FPL to install fixtures as described in this Agreement's Fixture Description. No CIAC required. Refer to Attachment A – Selection Sheet BA#977793223.

(Continue on Sheet No. 9.142)

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, P.E.
(Print or type name)

Alex Acosta
(Print or type name)

Title: County Engineer Date: 9/12/24

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

/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 BA8977793225

Source : Data Warehouse Report Contains Data Processed on: 7/18/2024
 Bill Account Number: 977793225 BA Status : Active
 Premise Number: 791040921 Name: BD OF PB CO COMM
 Address: ST LTS # D42 ARTERIALS City: WEST PALM BEACH
 State: FL Zip: 33414

Key Facility Number	AMS Component Num	Grid Number	GPS X Position	GPS Y Position	Orientation	Light Address	Component Type	Owned By Code	Map Num	Installed Date	TX TLN ID	Replace With
633885001-HP50200002	655763702	66522074310	881637	862283	NA	SEMINOLE PRATT WHITNEY RD 2PL N/W/O W JENNY LN	HP50200	F	AV0433	3/5/2015	66522055317	AEL ATB2 186W 3000K
436053101-HP50200002	897033702	66522074531	881641	862451	NA	SEMINOLE PRATT WHITNEY RD 1PL S/W/O W JENNY LN	HP50200	F	AV0433	3/5/2015	66522024606	AEL ATB2 186W 3000K
982294001-HP50200002	880324702	66522074800	881644	862618	NA	SEMINOLE PRATT WHITNEY RD 1PL N/W/O W JENNY LN	HP50200	F	AV0433	3/5/2015	66522085317	AEL ATB2 186W 3000K
347059001-HP50200002	882223702	66522076308	881774	862713	IS	SEMINOLE PRATT WHITNEY RD 3PL N/W/O W JENNY LN	HP50200	F	AV0433	3/5/2015	66522085317	AEL ATB2 186W 3000K
027066001-HP50200002	934822702	66522075600	881773	863178	NA	SEMINOLE PRATT WHITNEY RD 1PL N/W/O W BRIGHTON DR	HP50200	F	AV0433	3/5/2015	66522085317	AEL ATB2 186W 3000K
326743001-HP50200002	696313702	66522075715	881652	863069	NA	SEMINOLE PRATT WHITNEY RD 3PL N/W/O W BRIGHTON DR	HP50200	F	AV0433	3/5/2015	66522165307	AEL ATB2 186W 3000K
265528001-HP50200002	892082702	66522093542	881648	862936	NA	SEMINOLE PRATT WHITNEY RD 3PL N/W/O W BRIGHTON DR	HP50200	F	AV0433	3/5/2015	66522085317	AEL ATB2 186W 3000K
981416119-HP50200002	769124702	66522093802	881758	861906	IS	SEMINOLE PRATT WHITNEY RD 1PL S/E/O E WHITTON DR	HP50200	F	AV0433	3/5/2015	66522085317	AEL ATB2 186W 3000K
705266019-HP50200002	24389702	66522094302	881758	862334	IS	SEMINOLE PRATT WHITNEY RD 1L N/O WHITTON DR	HP50200	F	AV0433	2/21/2015	66522105304	AEL ATB2 186W 3000K
856994119-HP50200002	83404702	66522094701	881739	862539	NA	SEMINOLE PRATT WHITNEY RD 2L N/E/O E WHITTON DR	HP50200	F	AV0433	2/21/2015	66522105304	AEL ATB2 186W 3000K
551666119-HP50200002	364753702	66522095333	881783	862828	IS	SEMINOLE PRATT WHITNEY RD 3L N/O WHITTON DR	HP50200	F	AV0433	2/21/2015	66522105304	AEL ATB2 186W 3000K
911643900-HP50200002	826014702	66522105508	881813	864660	IS	SEMINOLE PRATT WHITNEY RD 1PL N/E/O E BRIGHTON DR	HP50200	F	AV0433	2/21/2015	66522105304	AEL ATB2 186W 3000K
935372010-HP50200002	478114702	66522105908	881782	862998	NA	SEMINOLE PRATT WHITNEY RD 3PL N/E/O E BRIGHTON DR	HP50200	F	AV0433	2/21/2015	66522105304	AEL ATB2 186W 3000K
028254316-HP50200002	428132702	66522108109	881807	863228	NA	SEMINOLE PRATT WHITNEY RD 2L N/O BRIGHTON DR E/S	HP50200	F	AV0433	2/21/2015	66522105304	AEL ATB2 186W 3000K

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Florida Power & Light Company
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**



(signature of officer or representative)

Alexander David Acosta

(printed name of officer or representative)

State of Florida, County of Palm Beach

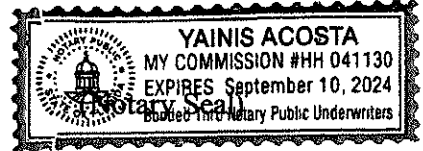
Sworn to and subscribed before me by means of physical presence or online notarization
this, 30 day of August, 2024, by Alexander D. Acosta.

Personally known OR produced identification .

Type of identification produced FLDL

NOTARY PUBLIC

My Commission Expires: September 10, 2024
State of Florida at large



FPL Account Number: 8973329264

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 12 day of September 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) Seminole Pratt Whitney Rd from Whitton Dr to Sycamore Dr Phase 2, 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
HPS SCH	200				131
AEL ATB2	186	24,937	3000K	131	

(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

(Continued from Sheet No. 9.140)

Pole Description	# Installed	# Removed

(b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.

(c) Modification to existing facilities other than described above or additional notes (explain fully):
FPL to install fixtures as described in this Agreement's Fixture Description. No CIAC required. Refer to Attachment A – Selection Sheet BA#8973329264.

(Continue on Sheet No. 9.142)

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)

(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)

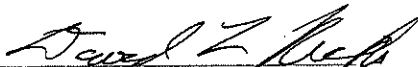
Issued by: Tiffany Cohen, Director, Rates and Tariffs
Effective: January 1, 2022

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: 
Signature (Authorized Representative)

By: Alex Acosta
(Signature)

DAVID L. RICKS, PE.
(Print or type name)

Alex Acosta
(Print or type name)

Title: COUNTY ENGINEER Date: 9/12/24

Title: FPL LED Lighting Solutions Manager

Approved as to Terms and Conditions


Mutasem 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 FA#28173329264


Source : Data Warehouse
Report Contains Data Processed on: 7/10/2024
Bill Account Number: 8973329264
Prelim Number: 442618459
Address: ST LYS #D45 ARTERIALS
State: FL
City: WEST PALM BEACH
Zip: 33412
BA Status: Active
Name: BD OF PB CO COMM

Table with columns: Key Facility Number, AMS Component Num, Grid Number, GPS X Position, GPS Y Position, Orientation, Light Address, Component Type, Owned by Code, Map Num, Installed Date, TX File ID, Remarks With. The table lists numerous utility components across various streets like SEMINOLE PRATT WHITNEY RD and SEMINOLE PRATT WHITNEY RD 2PL N/W/O STALLION DR.

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an officer or representative of Florida Power & Light Company
(CONTRACTOR) and attest that CONTRACTOR does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

**Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.**



(signature of officer or representative)

Alexander David Acosta


(printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this, 30 day of August, 2024, by Alexander D. Acosta.

Personally known OR produced identification .

Type of identification produced FLDL.



NOTARY PUBLIC
My Commission Expires: September 10, 2024
State of Florida at large

