Agenda Item #: 3-C-4

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date:	February 4, 2025	[X] []	Consent Workshop	[]	Regular Public Hearing
Department:	Engineering & Pub	lic Wor	ks		
Submitted By:	Engineering & Publ	lic Wor	ks		
Submitted For:	Traffic Division				

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: eight (8) 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 October 29, 2024, October 31, 2024 and November 21, 2024 per Resolution R2024-1016.

	Location	Agreement	Date
1.	Atlantic Avenue from US 441 to Lyons Road	Lighting	October 29, 2024
2.	45 th Street at Gramercy Drive	Street Lighting	October 31, 2024
3.	Benoist Farms Road, South of Okeechobee Boulevard	Street Lighting	October 31, 2024
4.	Transfer to the City of West Palm Beach Various locations	Street Lighting	October 31, 2024
5.	Transfer to the City of West Palm Beach Various locations	Street Lighting	October 31, 2024
6.	Pipers Glen Boulevard and El Clair Ranch Road	Lighting	November 21, 2024
7.	Transfer to the City of Delray Beach (Linton Boulevard from Sims Road to Military Trail)	Street Lighting	November 21, 2024
8.	Transfer to Village of Golf Various Locations	Street Lighting	November 21, 2024

FP&L agreements are based on the type of street lighting fixture and/or pole being installed or removed. Street Lighting Agreements are utilized for installation and/or removal of High Pressure Sodium street lights and poles. Lighting Agreements are utilized for the installation and/or removal of LED street lights and poles submitted to FP&L after December 31, 2021. <u>Countywide</u> (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 eight (8) FP&L Lighting and Street Lighting Agreements

Recommended By:	Daved 2 his	1/10/2025
YBH/ IEL	County Engineer	Date
Approved By:	700	1116/25
	Deputy County Administrator	Date

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 Is this item using I		-			
Is this item using \$					Хок
Budget Account No: Fu	nd Depi	t Thit	Object		

Budget Account No: Fund Dept Unit Object Recommended Sources of Funds/Summary of Fiscal Impact:

No Fiscal Impact

C. Departmental Fiscal Review:

Data III. <u>REVIEW COMMENTS</u>

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

1/13/2025 JA 1/B OFMB \mathcal{C} MD 1/13

B. Approved as to Form and Legal Sufficiency:

Assistant County/Attorney

C. Other Department Review:

mentsz Munde hindello 1/19/25

Contract Dev. and Control ZG 1-14-25

Department Director

This summary is not to be used as a basis for payment.2F:\ADM_SER\Fiscal\AgendaPage22525.072.street.lighting.fpl.agreement.no.fiscal

NONGOVERNMENTAL ENTITY HUMAN <u>TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)</u> 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)

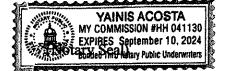
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of \square physical presence or \square online notarization this, <u>3</u> day of <u>August</u>, by <u>Alexander</u> <u>D</u> <u>Muss</u>.

Personally known \Box OR produced identification \boxtimes .

Type of identification produced ______.

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



Page 4 of 4

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FPL Account Number: 53025-92166

FPL Work Request Number:

LIGHTING AGREEMENT

In accordance with the following terms and conditions, <u>Palm Beach County, a political subdivision of the State of Florida</u>, <u>by and through its Board of County Commissioners</u> (hereinafter called the Customer), requests on this <u>29</u> day of <u>0</u> <u>2024</u>, 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) <u>Atlantic Ave from US 441 to Lyons Rd</u>, located in <u>Palm Beach County</u>, Florida.

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

 Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
 HPS SCH	400	N/A	N/A		10
 HPS SCH	200	N/A	N/A		3
 AEL ATB2	264	32,447	3000K	60	
 				1	
 			~~*********		

(1) Catalog of available focures and the assigned billing tier for each can be viewed at <u>www.fol.com/led</u>

(Continued on Sheet No. 9.141)

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

Page 1 of 6

(Continued from Sheet No. 9.140)

Pole Description	# Installed	# Remove	
STD Wood Arm Mount 45' (38' MH)	36 6		
STD Concrete Arm Mount 45' (35' MH)			
STD Wood Arm Mount		8	
		_,	
		<u></u>	
		<u></u>	

(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): <u>FPL to install fixtures and poles per specifications in this Agreement's fixture and pole description. 3 in Line Poles to be installed</u> according to Design. CIAC to be paid up front in the amount of \$28,361.33 by FDOT. Customer responsible for any restoration required. 12' Bracket to be used at all locations.

(Continue on Sheet No. 9.142)

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

Page 2 of 6

(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:

 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:

- To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$148.72. These charges may be adjusted subject to review and approval by the FPSC.
- 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.
- 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, tunless 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, nots, 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

Page 4 of 6

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)

Sarel 1 -By: _ Signature (Authorized Representative)

Date: 10/29/24

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

FLORIDA POWER & LIGHT COMPANY

Alex Acosta By: (Signature)

Alex Acosta (Print or type name)

Title: FPL LED Lighting Solutions Manager

Approved as to Terms and Conditions motion Cit

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

Title: County Engineer

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 <u>TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)</u> 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. h = 0

(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 \square physical presence or \square online notarization this, <u>30</u> day of <u>August</u>, <u>2024</u>, by <u>Alaxandar</u>, <u>2014</u>.

Personally known \Box OR produced identification \Box .

NOTARY PUBLIC

My Commission Expires: September 10,2027 State of Florida at large

YAINIS ACOSTA MY COMMISSION #HH 041130 EXPIRES September 10, 2024



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FPL Account Number: 77860-69414 FPL Work Order Number: N/A

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, <u>Palm Beach County, a political subdivision of the State of Florida, by and through its</u> <u>Board of County Commissioners</u> (hereinafter called the Customer), requests on this <u>A</u> day of <u>OCAPAR</u> of <u>A</u>, 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) <u>45th Street at Gramercy Drive (see attached Exhibit A</u>), located in <u>Palm Beach</u> <u>County</u>, Florida.

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

Fixture Rating (in Lumens)	Lights Installed Fixture Type	# Installed		Fixture Rating (In Lumens)	Lights Removed Fixture Type	#Removed
				22,000 (200W)	HPS	1
			[
Poles installed Pole Type # Insta		es <u>Removed</u> # Removed	1	Conductors Installe		nductors Removed set not Under Paving
			-		•	
			1	Feet Under Paving	F	et Under Paving
	L		J			

(b) Modification to existing facilities other than described above (explain fully): Streetlight to be transferred to the City of West Palm Beach

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

FPL AGREES:

1. 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:

- 2. To pay a contribution in the amount of \$<u>N/A</u>prior to FPL's initiating the requested installation or modification.
- 3. To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- 4. 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.
- 5. 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.
- 6. 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.

Page 1 of 2

Page 1 of 4

IT IS MUTUALLY AGREED THAT:

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- 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 7 the following:
 - the addition of street lighting facilities: а.
 - the removal of street lighting facilities; and b.
 - 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.

- 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 8. 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.
- 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 10. 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.
- 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. 11.
- Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in 12. 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.
- 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 15. been assumed by the assignee and agreed to by FPL.
- This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL. 16.
- 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: <u>Palm Beach County, a political so</u> <u>by and through its Board o</u> Customer (Print or ty	of County Commissioners pe name of Organization)	LORIDA POWER & LIGHT COMPANY Melissa Roettger
By:Signature (Author	ized Representative)	(Signature)
David L. Ricks, P.E.		<u>Melissa Roettger</u> (Print or type name)
(Print or	type name)	itie: Senior Customer Advisor
Title: County Engineer	Date: 10/31/24	
Approved as to Terms and Conditions	Approved as to Form and Legal Su	fficiency
water Alter	/s/Yelizaveta B. Herman	
Motasem A. Al-Turk, Ph.D., P.E. Traffic Division Director	Yelizaveta B. Herman Assistant County Attorney Page 2	of2

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EXHIBIT A

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NONGOVERNMENTAL ENTITY HUMAN <u>TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)</u> 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. A = A

(signature of officer or representative)

Alexander David Acosta (printed name of officer or representative)

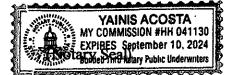
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of D physical presence or D online notarization this, 30 day of <u>August</u>, by <u>Alexandor D. Heast</u>.

Personally known \Box OR produced identification \boxtimes .

Type of identification produced ______

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



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FPL Account Number: 09777-93223 FPL Work Order Number: N/A

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, <u>Palm Beach County, a political subdivision of the State of Florida, by and through its</u> <u>Board of County Commissioners</u> (hereinafter called the Customer), requests on this <u>A</u> day of <u>CADEC</u> <u>ADA</u> 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) <u>Benoist Farms Rd, south of Okeechobee Bivd (see attached Exhibit A)</u>, located in <u>Palm Beach County</u>, Florida.

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

Fixture Rating	Lights Installed Fixture Type	# Installed	Fixture Rating	Lights Removed Fixture Type	# Removed
(in Lumens)			(in Lumens) 22,000 (200W)	HPS	1
			-		
Poles Installed Pole Type # Insta		les Removed # Removed	Conductors Instal	lied <u>Con</u>	ductors Removed
			Feet not Under Pa	aving Fe	et not Under Paving
			- Feet Under Pavin	g Fe	et Under Paving

(b) Modification to existing facilities other than described above (explain fully): Streetlight to be transferred to the City of West Palm Beach

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

FPL AGREES:

1. 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:

- 2. To pay a contribution in the amount of \$_N/A_prior to FPL's Initiating the requested installation or modification.
- 3. To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- 4. 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.
- 5. 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.
- 6. 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.

Page 1 of 2

Page 1 of 4

IT IS MUTUALLY AGREED THAT:

. . . .

- 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.

- FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or 8. ements 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.
- FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating 9. capacity and efficiency.
- 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 10. This Agreement shall be for a term of ten (10) years from the otate of initiation of service, and, except as provided below, shall extend thereater 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.
- 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 11. FPSC) plus removal cost.
- Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in 12. 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.
- 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, nots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from 13. 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.
- This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the 17. 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.

Motasem A. Al-Turk, Ph.D., P.E. Traffic Division Director	Yelizaveta B. Herman Assistant County Attorney	Page Z of Z	Page 2 of 4	
math all the	/s/Yelizaveta B. Herman			
Approved as to Terms and Conditions	Approved as to Form and Legal	Sufficiency		
(Print or Title: County Engineer	type name) Date: /0/8//2	Title: <u>Senio</u> 24	or Customer Advisor	
David L. Ricks, P.E.			(Print or type name)	
Signature (Author	ized Representative)		Melissa Roettger	
By: Sarel	2 Rel	By:	(Signature)	
	pe name of Organization)	_	Melissa Roettger	
Paim Beach County, a political su by and through its Board o		FLORIDA	POWER & LIGHT COMPANY	
Charges and Terms Accepted:				

EXHIBIT A

D42Art 0977793223	67422187423	1960 BENOIST FRM RD	1L S/O OKEECHOBEE BLVD	506405929	HPS0200
Acct #	GRID NUMBER	SERVICE LOCATION	LOCATION DETAILS	Facility ID #	COMPONENT

NONGOVERNMENTAL ENTITY HUMAN <u>TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)</u> 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. h = 0

(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 Applysical presence or an online notarization this, 30 day of August 2224, by Alexander D. Hosser.

Personally known \Box OR produced identification \blacksquare .

Type of identification produced ______FLDL_____.

Surtember 10,2024

NOTARY PUBLIC My Commission Expires: State of Florida at large



Page 4 of 4



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FPL Account Number: 89733-29264 FPL Work Order Number: N/A

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, <u>Pairn Beach County, a political subdivision of the State of Florida, by and through its</u> Board of County Commissioners (hereinafter called the Customer), requests on this <u>A</u> day of <u>October</u>, <u>2024</u> 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) <u>Various locations (see attached exhibit A</u>), located in <u>Pairn Beach County</u>, Florida.

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

Fixture Rating (in Lumens)	Lights Installed Fixture Type	# installed		ure Rating Lumens)	Lights Removed Fixture Type	# Removed
			22,0	00 (200W)	HPS	29
			50,0	00 (400W)	HPS	8
[<u> </u>	<u> </u>				
Poles installed Pole Type # Inst	· · · ·	oles Removed # Removed	Cond	luctors Installed	Con	juctors Removed
	Wood	4	Feet	not Under Pavin	ig Fe	et not Under Paving
	Concrete	3	Feet l	Under Paving	Fe	et Under Paving
			J			

(b) Modification to existing facilities other than described above (explain fully): <u>Streetlights and poles to be transferred to the City of West Palm</u> Beach

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

FPL AGREES:

1. 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:

- 2. To pay a contribution in the amount of \$ N/A prior to FPL's initiating the requested installation or modification.
- 3. To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- 4. 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.
- 5. 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.

Page 1 of 2

Page 1 of 5

IT IS MUTUALLY AGREED THAT:

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- 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:
 - the addition of street lighting facilities:
 - b. the removal of street lighting facilities; and

the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities. Ċ.

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.

- 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. 8.
- 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.
- 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 10. 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.
- 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.
- 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 12. 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.
- 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, nots, 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 13. making more efficient all or any part of its generating or other electrical equipment.
- 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
- 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: <u>Palm Beach County, a political sr</u> by and through its Board (ubdivision of the State of Florida,	FLORIDA POWER & LIGHT COMPANY	
By: Customer (Print or ty	rpe name of Organization)	By:	_
David L. Ricks, P.E. (Print or Title: County Engineer	type name) Date: 10/31/24	<u>Melissa Roettger</u> (Print or type name) Title: <u>Senior Customer Advisor</u>	
Approved as to Terms and Conditions	Approved as to Form and Legal /s/Yelizaveta B. Herman	Sufficiency	
Motasem A. Al-Turk, Ph.D., P.E. Traffic Division Director	Yelizaveta B. Herman Assistant County Attorney		
		Page 2	of 5

EXHIBIT A

Acct #	GRID NUMBER	SERVICE LOCATION	LOCATION DETAILS	Facility ID #	COMPONENT
D45Art 8973329264	67130492600	NORTHLAKE BLVD	8PW IBIS BLVD (S/S NORTHLAKE)	46201647	HPS0400
D45Art 8973329264	67130512708	NORTHLAKE BLVD	7PW IBIS BLVD (S/S NORTHLAKE)	519900647	HPS0400
D45Art 8973329264	67130572701	NORTHLAKE BLVD	6PW IBIS BLVD (S/S NORTHLAKE)	786698547	HPS0400
D45Art 8973329264	67130612702	NORTHLAKE BLVD	5PW IBIS BLVD (S/S NORTHLAKE)	543088747	HPS0400
D45Art 8973329264	67130662611	NORTHLAKE BLVD	4PW IBIS BLVD (S/S NORTHLAKE)	635407747	HPS0400
D45Art 8973329264	67130702604	NORTHLAKE BLVD	3PW IBIS BLVD (S/S NORTHLAKE)	488345747	HPS0400
D45Art 8973329264	67130702604	NORTHLAKE BLVD	3PW IBIS BLVD (S/S NORTHLAKE)	488345747	PMC0001
D45Art 8973329264	67130742606	NORTHLAKE BLVD	2PW IBIS BLVD (S/S NORTHLAKE)	194614747	HPS0400
D45Art 8973329264	67130742606	NORTHLAKE BLVD	2PW IBIS BLVD (S/S NORTHLAKE)	194614747	PMC0001
D45Art 8973329264	67130792603	NORTHLAKE BLVD	1PW IBIS BLVD (S/S NORTHLAKE)	181123747	HPS0400
D45Art 8973329264	67130792603	NORTHLAKE BLVD	1PW IBIS BLVD (S/S NORTHLAKE)	181123747	PMC0001
D45Art 8973329264	67724538511	HAVERHILL RD	#2PN ROEBUCK WS	287614229	HPS0200
D45Art 8973329264	67724538619	HAVERHILL RD	#3PN ROEBUCK WS	84905312 9	HPS0200
D45Art 8973329264	67724539003	HAVERHILL RD	#4PN ROEBUCK WS	562792029	HPS0200
D45Art 8973329264	67724539305	HAVERHILL RD	#5PN ROEBUCK WS	201381919	HPS0200
D45Art 8973329264	67724539607	HAVERHILL RD	#6PN ROEBUCK WS	203340819	HPS0200
D45Art 8973329264	67724558407	HAVERHILL RD	#1PN ROEBUCK WS	551394219	HPS0200
D45Art 8973329264	67724558407	HAVERHILL RD	#1PN ROEBUCK WS	551394219	PMW0001
D45Art 8973329264	67725530000	HAVERHILL RD	#7PN ROEBUCK WS	635547619	HPS0200
D45Art 8973329264	67725530115	HAVERHILL RD	#2PS EARNEST WS	196189419	HPS0200
D45Art 8973329264	67725530409	HAVERHILL RD	#1PS EARNEST WS	867228149	HPS0200
D45Art 8973329264	67725530603	HAVERHILL RD	#1PN EARNEST WS	517487049	HPS0200
D45Art 8973329264	67725531413	HAVERHILL RD N	#3PN EARNEST	593990036	HPS0200
			N/S/O ENT TO CHARLESTON COMMONS (4PN		
D45Art 8973329264	67725531626	HAVERHILL RD N	Earnest)	5777726	HPS0200
			N/S/O ENT TO CHARLESTON COMMONS (4PN		
D45Art 8973329264	67725531626	HAVERHILL RD N	Earnest)	5777726	PMW0001
D45Art 8973329264	67725531901	HAVERHILL RD	#6PN EARNEST WS	108214639	HPS0200
D45Art 8973329264	67725532509	HAVERHILL RD	#7PN EARNEST WS	317803539	HPS0200
D45Art 8973329264	67725532509	HAVERHILL RD	#7PN EARNEST WS	317803539	PMW0001
D45Art 8973329264	67725533408	HAVERHILL RD	#09PS 47PL N WS	683729139	HPS0200
D45Art 8973329264	67725533700	HAVERHILL RD	#08PS 47PL N WS	592338039	HPS0200
D45Art 8973329264	67725533700	HAVERHILL RD	#08PS 47PL N WS	592338039	PMW0001
D45Art 8973329264	67725534102	HAVERHILL RD	#07PS 47PL N WS	434473929	HPS0200

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PAGE 1 OF 2

Acct #	GRID NUMBER	SERVICE LOCATION	LOCATION DETAILS	Facility ID #	COMPONENT
D45Art 8973329264	67725535001	HAVERHILL RD	#04PS 47PL N WS	603097529	HPS0200
D45Art 8973329264	67725535401	HAVERHILL RD	#03PS 47PL N WS	705926429	HPS0200
D45Art 8973329264	67725535605	HAVERHILL RD	#02PS 47PL N WS	270439319	HPS0200
D45Art 8973329264	67725551309	HAVERHILL RD	#2PN EARNEST WS	457694400	HPS0200
D45Art 8973329264	67725552305	HAVERHILL RD	#5PN EARNEST WS	416791000	HP50200
D45Art 8973329264	67725553018	HAVERHILL RD	#8PN EARNEST WS	128253559	HPS0200
D45Art 8973329264	67725553301	HAVERHILL RD	#9PN EARNEST WS	955902459	HPS0200
D45Art 8973329264	67725555410	HAVERHILL RD	#4PS 47PL N ES	960303749	HPS0200
D45Art 8973329264	67725555941	HAVERHILL.	1P S/O 47 PL N WS	425927941	HPS0200
D45Art 8973329264	67725565903	HAVERHILL RD	#3PS 47PL N ES	209281649	HPS0200
D45Art 8973329264	67725566209	HAVERHILL RD	#2PS 47PL N ES	904430549	HPS0200
D45Art 8973329264	67725566403	HAVERHILL RD	#1PS 47PL N ES	160998349	HPS0200

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PAGE 2 OF 2

NONGOVERNMENTAL ENTITY HUMAN <u>TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)</u> 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. d = 0

(signature of officer or representative)

Alexander David Acosta

(printed name of officer or representative)

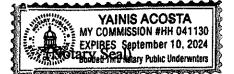
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of \square physical presence or \square online notarization this, <u>30</u> day of <u>August</u>, by <u>Alexander D. Heast</u>.

Personally known \Box OR produced identification \boxtimes .

Type of identification produced ______FUL

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



Page 5 of 5



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> FPL Account Number: 53025-92166 FPL Work Order Number: N/A

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, <u>Palm Beach County. a political subdivision of the State of Fjorida, by and through its</u> <u>Board of County Commissioners</u> (hereinafter called the Customer), requests on this <u>JL</u> day of <u>Licholac</u> <u>JCult</u>, 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) <u>Various locations (see attached exhibit A</u>), located in <u>Palm Beach County</u>, Florida.

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

Fixture Rating (in Lumens)	Lights installed Fixture Type	# Installed	Fixture Rating (in Lumens)	Lights Removed Fixture Type	# Removed
			22,000 (200W)	HPS	14
			50,000 (400W)	HPS	77
				:	
Poles installed Pole Type # Insta		Removed # Removed	Conductors insta	lled <u>Con</u>	ductors Removed
	Wood	42	Feet not Under Pa	aving Fe	et not Under Paving
			Feet Under Pavin	g Fe	et Under Paving

(b) Modification to existing facilities other than described above (explain fully): <u>Streetlights and poles to be transferred to the City of West Palm</u> Beach

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

FPL AGREES:

1. 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:

- 2. To pay a contribution in the amount of \$_N/A_prior to FPL's initiating the requested installation or modification.
- 3. To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- 4. 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.
- 5. 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.
- 6. 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.

Page 1 of 2

Page 1 of 7

IT IS MUTUALLY AGREED THAT:

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Appro

- 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.

	es and Terms Accepted:				
		bdivision of the State of Florida,	FLORIDA	POWER & LIGHT COMPANY	
<u>।</u> Ву:	Savel	t County Commissioners pe name of Organization Zed Representative)	By:	Melissa Roettge (Signature)	r
	David L. Ricks, P.E.			Melissa Roettger (Print or type name)	·
Title:	(Print or County Engineer	type name) Date: ///31/2)₄∱ Title: <u>Sen</u> i	ior Customer Advisor	
ved as to Ter	ms and Conditions	Approved as to Form and Legal S	Sufficiency		
With the second	manna Alfredition	/s/Yelizaveta B. Herman			
em A. Al-Tur Division Dire		Yelizaveta B. Herman Assistant County Attorney	Page 2 of 2	-	
					Page 2 of 7

EXHIBIT A

Acct #	GRID NUMBER	SERVICE LOCATION	LOCATION DETAILS	Facility ID #	COMPONENT
STATE Rds 5302592166	67322787902	OKEECHOBEE BLVD	S/W/C ANDROS ISLE	965043040	HPS0400
STATE Rds 5302592166	67322817909	OKEECHOBEE BLVD	SS 1L E/O ANDROS ISLE	467557040	HPS0400
STATE Rds 5302592166	67322817909	OKEECHOBEE BLVD	SS 1L E/O ANDROS ISLE	467557040	PMW0001
STATE Rds 5302592166	67322847905	OKEECHOBEE BLVD	S/S 2ND LT E/O ANDROS ISLE	308735140	HPS0400
STATE Rds 5302592166	67322847905	OKEECHOBEE BLVD	S/S 2ND LT E/O ANDROS ISLE	308735140	PMW0001
STATE Rds 5302592166	67322887923	OKEECHOBEE BLVD	S/S 3RD LT E/O ANDROS ISLE	827383240	HPS0400
STATE Rds 5302592166	67322887923	OKEECHOBEE BLVD	S/S 3RD LT E/O ANDROS ISLE	827383240	PMW0001
STATE Rds 5302592166	67322917903	OKEECHOBEE BLVD	S/S 4TH LT E/O ANDROS ISLE	626912340	HPS0400
STATE Rds 5302592166	67322917903	OKEECHOBEE BLVD	S/S 4TH LT E/O ANDROS ISLE	626912340	PMW0001
STATE Rds 5302592166	67322947900	OKEECHOBEE BLVD	S/S 5TH LT E/O ANDROS ISLE	622170440	HPS0400
STATE Rds 5302592166	67322947900	OKEECHOBEE BLVD	S/S 5TH LT E/O ANDROS ISLE	622170440	PMW0001
STATE Rds 5302592166	67322977906	OKEECHOBEE BLVD	S/S 6TH LT E/O ANDROS ISLE	352278440	PMW0001
STATE Rds 5302592166	67322997907	OKEECHOBEE BLVD	S/S 6TH LT W/O BENOIST FARMSRD	243917540	HPS0400
STATE Rds 5302592166	67322 99 7907	OKEECHOBEE BLVD	S/S 6TH LT W/O BENOIST FARMSRD	243917540	PMW0001
STATE Rds 5302592166	67422037901	OKEECHOBEE BLVD	S/S 5TH LT W/O BENOIST FARMS RD	221015640	HPS0400
STATE Rds 5302592166	67422037901	OKEECHOBEE BLVD	S/S 5TH LT W/O BENOIST FARMS RD	221015640	PMW0001
STATE Rds 5302592166	67422067908	OKEECHOBEE BLVD	S/S 4TH LT W/O BENOIST FARMS RD	315992740	HPS0400
STATE Rds 5302592166	67422067908	OKEECHOBEE BLVD	S/S 4TH LT W/O BENOIST FARMS RD	315992740	PMW0001
STATE Rds 5302592166	67422097904	OKEECHOBEE BLVD	S/S 3RD LT W/O BENOIST FARMS RD	558221840	HPS0400
STATE Rds 5302592166	67422097904	OKEECHOBEE BLVD	S/S 3RD LT W/O BENOIST FARMS RD	558221840	PMW0001
STATE Rds 5302592166	67422137906	OKEECHOBEE BLVD	S/S 2ND LT W/O BENOIST FARMS RD	636319840	HPS0400
STATE Rds 5302592166	67422167902	OKEECHOBEE BLVD	S/W/C BENOIST FARMS RD	612353940	HPS0400
STATE Rds 5302592166	67422198000	OKEECHOBEE BLVD	S/E/C BENOIST FARMS RD	540699022	HPS0400
STATE Rds 5302592166	67422198000	OKEECHOBEE BLVD	S/E/C BENOIST FARMS RD	540699022	PMW0001
STATE Rds 5302592166	67422228006	OKEECHOBEE BLVD	S/S 2ND PL E/O BENOIST FARMS RD	121982122	HPS0400
STATE Rds 5302592166	67422228006	OKEECHOBEE BLVD	S/S 2ND PL E/O BENOIST FARMS RD	121982122	PMW0001
STATE Rds 5302592166	67422268008	OKEECHOBEE BLVD	S/S 3RD LT E/O BENOIST FARMS RD	403473122	HPS0400
STATE Rds 5302592166	67422268008	OKEECHOBEE BLVD	S/S 3RD LT E/O BENOIST FARMS RD	403473122	PMW0001
STATE Rds 5302592166	67422298004	OKEECHOBEE BLVD	S/S 4TH LT E/O BENOIST FARMS RD	673932122	HPS0400
STATE Rds 5302592166	67422298004	OKEECHOBEE BLVD	S/S 4TH LT E/O BENOIST FARMS RD	673932122	PMW0001
STATE Rds 5302592166	67422328001	OKEECHOBEE BLVD	S/S 4TH LT W/O GOLDEN LAKES BLVD	744281122	HPS0400
STATE Rds 5302592166	67422328001	OKEECHOBEE BLVD	S/S 4TH LT W/O GOLDEN LAKES BLVD	744281122	PMW0001
STATE Rds 5302592166	67422358007	OKEECHOBEE BLVD	S/S 3RD LT W/O GOLDEN LAKES BLVD	718033122	HPS0400
STATE Rds 5302592166	67422358007	OKEECHOBEE BLVD	S/S 3RD LT W/O GOLDEN LAKES BLVD	718033122	PMW0001

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Acct #	GRID NUMBER	SERVICE LOCATION	LOCATION DETAILS	Facility ID #	COMPONENT
STATE Rds 5302592166	67422398009	OKEECHOBEE BLVD	S/S 2ND LT W/O GOLDEN LAKES BLVD	37341122	HPS0400
STATE Rds 5302592166	67422428005	OKEECHOBEE BLVD	S/W/C GOLDEN LAKES BLVD	262901122	HPS0400
STATE Rds 5302592166	67422458001	OKEECHOBEE BLVD	S/E/C GOLDEN LAKES BLVD	711260122	HPS0400
STATE Rds 5302592166	67422458001	OKEECHOBEE BLVD	S/E/C GOLDEN LAKES BLVD	711260122	PMW0001
STATE Rds 5302592166	67422488008	OKEECHOBEE BLVD	S/S 2ND LT E/O GOLDEN LAKES BLVD	354820122	HPS0400
STATE Rds 5302592166	67422517903	OKEECHOBEE BLVD	S/S 3RD LT E/O GOLDEN LAKES BLVD	180610322	HPS0400
STATE Rds 5302592166	67422517903	OKEECHOBEE BLVD	S/S 3RD LT E/O GOLDEN LAKES BLVD	180610322	PMW0001
STATE Rds 5302592166	67422558006	OKEECHOBEE BLVD	S/S 4TH LT E/O GOLDEN LAKES BLVD	201669222	HPS0400
STATE Rds 5302592166	67422558006	OKEECHOBEE BLVD	S/S 4TH LT E/O GOLDEN LAKES BLVD	201669222	PMW0001
STATE Rds 5302592166	67422588002	OKEECHOBEE BLVD	S/S 4TH LT W/O WEKIVA WY	964529222	HPS0400
STATE Rds 5302592166	67422588002	OKEECHOBEE BLVD	S/S 4TH LT W/O WEKIVA WY	964529222	PMW0001
STATE Rds 5302592166	67422628004	OKEECHOBEE BLVD	S/S 3RD LT W/O WEKIVA WY	964178222	HPS0400
STATE Rds 5302592166	67422628004	OKEECHOBEE BLVD	S/S 3RD LT W/O WEKIVA WY	964178222	PMW0001
STATE Rds 5302592166	67422658001	OKEECHOBEE BLVD	S/S 2ND LT W/O WEKIVA WY	409047222	HPS0400
STATE Rds 5302592166	67422698002	OKEECHOBEE BLVD	S/W/C WEKIVA WY	320996222	HPSO400
STATE Rds 5302592166	67422698002	OKEECHOBEE BLVD	S/W/C WEKIVA WY	320996222	PMW0001
STATE Rds 5302592166	67422728009	OKEECHOBEE BLVD	S/E/C WEKIVA WY	916928222	HPS0400
STATE Rds 5302592166	67422728009	OKEECHOBEE BLVD	S/E/C WEKIVA WY	916928222	PMW0001
STATE Rds 5302592166	67422768001	OKEECHOBEE BLVD	S/S 2ND LT E/O WEKIVA WY	207556222	HPS0400
STATE Rds 5302592166	67422768001	OKEECHOBEE BLVD	S/S 2ND LT E/O WEKIVA WY	207556222	PMW0001
STATE Rds 5302592166	67422798007	OKEECHOBEE BLVD	S/S 3RD LT E/O WEKIVA WY	941895222	HPS0400
STATE Rds 5302592166	67422798007	OKEECHOBEE BLVD	S/S 3RD LT E/O WEKIVA WY	941895222	PMW0001
STATE Rds 5302592166	67422828003	OKEECHOBEE BLVD	S/S 1 LT E/O SKEES RD	754155222	HPS0400
STATE Rds 5302592166	67422868005	OKEECHOBEE BLVD	S/S 4TH LT W/O SKEES RD	525277222	HPS0400
STATE Rds 5302592166	67422868005	OKEECHOBEE BLVD	S/S 4TH LT W/O SKEES RD	525277222	PMW0001
STATE Rds 5302592166	67422898001	OKEECHOBEE BLVD	S/S 3RD LT W/O SKEES RD	479225222	HPS0400
STATE Rds 5302592166	67422928008	OKEECHOBEE BLVD	S/S 2ND LT W/O SKEES RD	708674222	HPS0400
STATE Rds 5302592166	67422928008	OKEECHOBEE BLVD	S/S 2ND LT W/O SKEES RD	708674222	PMW0001
STATE Rds 5302592166	67422968000	OKEECHOBEE BLVD	S/S 1ST LT W/O SKEES RD	662424222	HPS0400
STATE Rds 5302592166	67422968000	OKEECHOBEE BLVD	S/S 1ST LT W/O SKEES RD	662424222	PMW0001
STATE Rds 5302592166	67522107908	OKEECHOBEE BLVD	S/S 8TH LT E/O SKEES RD	703736122	HPS0400
STATE Rds 5302592166	67522147900	OKEECHOBEE BLVD	S/S 9LT E/O SKEES RD	268955122	HPS0400
STATE Rds 5302592166	67522147900	OKEECHOBEE BLVD	S/S 9LT E/O SKEES RD	268955122	PMW0001
STATE Rds 5302592166	67522167901	OKEECHOBEE BLVD	S/S 10LT E/O SKEES RD	501176122	HPS0400

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Acct #	GRID NUMBER	SERVICE LOCATION	LOCATION DETAILS	Facility ID #	COMPONENT
STATE Rds 5302592166	67522167901	OKEECHOBEE BLVD	S/S 10LT E/O SKEES RD	501176122	PMW0001
STATE Rds 5302592166	67522187901	OKEECHOBEE BLVD	S/S 10TH LT W/O JOG RD	467289122	HPS0400
STATE Rds 5302592166	67522187901	OKEECHOBEE BLVD	S/S 10TH LT W/O JOG RD	467289122	PMW0001
STATE Rds 5302592166	67522197907	OKEECHOBEE BLVD	S/S 9TH LT W/O JOG RD	194397122	HPS0400
STATE Rds 5302592166	67522197907	OKEECHOBEE BLVD	S/S 9TH LT W/O JOG RD	194397122	PMW0001
STATE Rds 5302592166	67522217908	OKEECHOBEE BLVD	S/S 8TH LT W/O JOG RD	19922222	HPS0400
STATE Rds 5302592166	67522217908	OKEECHOBEE BLVD	S/S 8TH LT W/O JOG RD	19922222	PMW0001
STATE Rds 5302592166	67522237909	OKEECHOBEE BLVD	S/S 7TH LT W/O JOG RD	58271222	HPS0400
STATE Rds 5302592166	67522237909	OKEECHOBEE BLVD	S/S 7TH LT W/O JOG RD	58271222	PMW0001
STATE Rds 5302592166	67823031217	N MILITARY TRL	SEC CECIL AVE	621724114	HPS0400
STATE Rds 5302592166	67823032311	N MILITARY TRL	3L N/O ANNETTE ST	269801114	HPS0400
STATE Rds 5302592166	67823032809	N MILITARY TRL	4L N/O ANNETTE ST	345430114	HPS0400
STATE Rds 5302592166	67823033201	N MILITARY TRL	5L N/O ANNETTE ST	343249014	HPS0400
STATE Rds 5302592166	67823033716	N MILITARY TRL	6L N/O ANNETTE ST	52038014	HPS0400
STATE Rds 5302592166	67823055728	N MILITARY TRL	2L N/O ANNETTE ST	710591114	HPS0400
STATE Rds 5302592166	67823047008	N MILITARY TRL	ES 1L S/O COMMUNITY DR	702999904	HPS0400
STATE Rds 5302592166	67823048608	MILITARY TRL	ES 4L N/O COMMUNITY DR	597701814	HPS0400
STATE Rds 5302592166	67823049019	MILITARY TRL	ES 5L N/O COMMUNITY DR	337203144	HPS0400
STATE Rds 5302592166	67823058204	MILITARY TRL	ES 3L N/O COMMUNITY DR	40879904	HPS0400
STATE Rds 5302592166	67823059405	MILITARY TRL	ES 6L N/O COMMUNITY DR	703507944	HPS0400
STATE Rds 5302592166	67823069818	MILITARY TRL	ES 7L N/O COMMUNITY DR	278651954	HPS0400
STATE Rds 5302592166	UNKNOWN	MILITARY TR	ES 8L N/O COMMUNITY DR	UNKNOWN	HPS0400
STATE Rds 5302592166	67824040708	MILITARY TRL	9LT N COMMUNITY DR ON W/S	824259518	HPS0400
STATE Rds 5302592166	67824040708	MILITARY TRL	9LT N COMMUNITY DR ON W/S	824259518	PMW0001
STATE Rds 5302592166	67824041003	MILITARY TRL	10LT N COMMUNITY DR ON W/S	64322319	HPS0400
STATE Rds 5302592166	67824041003	MILITARY TRL	10LT N COMMUNITY DR ON W/S	64322319	PMW0001
STATE Rds 5302592166	67824041402	MILITARY TRL	11LT N COMMUNITY DR ON W/S	991660419	HPS0400
STATE Rds 5302592166	67824041402	MILITARY TRL	11LT N COMMUNITY DR ON W/S	991660419	PMW0001
STATE Rds 5302592166	67824041801	MILITARY TRL	12LT N COMMUNITY DR ON W/S	465887419	HPS0400
STATE Rds 5302592166	67824041801	MILITARY TRL	12LT N COMMUNITY DR ON W/S	465887419	PMW0001
STATE Rds 5302592166	67824071808	MILITARY TRL	SEC GREEN PINE BLVD	900045	HPS0400
STATE Rds 5302592166	67824052200	MILITARY TRL	13LT N COMMUNITY DR ON W/S	570346519	HPS0400
STATE Rds 5302592166	67824052200	MILITARY TRL	13LT N COMMUNITY DR ON W/S	570346519	PMW0001
STATE Rds 5302592166	67824052609	MILITARY TRL	14LT N COMMUNITY DR ON W/S	318094619	HPS0400

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Acct #	GRID NUMBER	SERVICE LOCATION	LOCATION DETAILS	Facility ID #	COMPONENT
STATE Rds 5302592166	67824052609	MILITARY TRL	14LT N COMMUNITY DR ON W/S	318094619	PMW0001
STATE Rds 5302592166	67824053001	MILITARY TRL	15LT N COMMUNITY DR ON W/S	232332719	HPS0400
STATE Rds 5302592166	67824053001	MILITARY TRL	15LT N COMMUNITY DR ON W/S	232332719	PMW0001
STATE Rds 5302592166	67824053401	MILITARY TRL	16LT N COMMUNITY DR ON W/S	210879119	HPS0400
STATE Rds 5302592166	67824053401	MILITARY TRL	16LT N COMMUNITY DR ON W/S	210879119	PMW0001
STATE Rds 5302592166	67824062213	MILITARY TRL	ES 1L N/O GREEN PINE BLVD	104954455	HPS0400
STATE Rds 5302592166	67824072600	MILITARY TRL	ES 2L N/O GREEN PINE BLVD	705467906	HPS0400
STATE Rds 5302592166	67824072910	MILITARY TRL	ES 3L N/O GREEN PINE BLVD	69349616	HPS0400
STATE Rds 5302592166	67824084217	MILITARY TRL	3PS SHENANDOAH BLVD	2513836	HPS0400
STATE Rds 5302592166	67824084608	MILITARY TRL	2PS SHENANDOAH BLVD	823774546	HPS0400
STATE Rds 5302592166	67824095103	MILITARY TRL	SEC SHENANDOAH BLVD	934393456	HPS0400
STATE Rds 5302592166	67824095502	MILITARY TRL	NEC SHENANDOAH BLVD	936213007	HP50400
STATE Rds 5302592166	67824095910	MILITARY TRL	2PN SHENANDOAH BLVD	780240807	HPS0400
STATE Rds 5302592166	67824096304	MILITARY TRL	3PN SHENANDOAH BLVD	743910517	HPS0400
STATE Rds 5302592166	67824106601	MILITARY TRL	4PN SHENANDOAH BLVD	655880327	HPS0400
STATE Rds 5302592166	67824107411	MILITARY TRL	ES 2L S/O ROEBUCK RD	380613737	HPS0400
STATE Rds 5302592166	67824107802	MILITARY TRL	SEC ROEBUCK RD	104017447	HPS0400
STATE Rds 5302592166	67822486814	OKEECHOBEE	NS 1L E/O INDIAN RD	100303525	HP\$0200
STATE Rds 5302592166	67822526905	OKEECHOBEE	NS 2L E/O INDIAN RD	696951431	HPS0200
STATE Rds 5302592166	67822546914	OKEECHOBEE	NS 3L E/O INDIAN RD	448579732	HPS0200
STATE Rds 5302592166	67822586819	OKEECHOBEE	NS 3L W/O PALM BEACH LAKES BLVD	437269241	HPS0200
STATE Rds 5302592166	67822626811	OKEECHOBEE	NS 2L W/O PALM BEACH LAKES BLVD	239575520	HPS0200
STATE Rds 5302592166	67822666812	OKEECHOBEE	NS 1L W/O PALM BEACH LAKES BLVD	736945005	HPS0200
STATE Rds 5302592166	67822726815	OKEECHOBEE BLVD	& PALM BEACH LAKES BLVD	520626830	HPS0200
STATE Rds 5302592166	67822766809	OKEECHOBEE	NS 1L E/O PALM BEACH LAKES BLVD	574182811	HPS0200
STATE Rds 5302592166	67822806819	OKEECHOBEE	NS 2L E/O PALM BEACH LAKES BLVD	311678921	HPS0200
STATE Rds 5302592166	67822846802	OKEECHOBEE	NS 3L E/O PALM BEACH LAKES BLVD	685378847	HPS0200
STATE Rds 5302592166	67822876809	OKEECHOBEE	NS 4L E/O PALM BEACH LAKES BLVD	968068002	HPS0200
STATE Rds 5302592166	67822906805	OKEECHOBEE	NS 5L E/O PALM BEACH LAKES BLVD	178163331	HPS0200
STATE Rds 5302592166	67822936801	OKEECHOBEE	NS 6L E/O PALM BEACH LAKES BLVD	868547644	HPS0200
STATE Rds 5302592166	67822966816	OKEECHOBEE	NS 7L E/O PALM BEACH LAKES BLVD	470960742	HPS0200

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NONGOVERNMENTAL ENTITY HUMAN <u>TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)</u> 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. A = A

(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 \square physical presence or \square online notarization this, <u>30</u> day of <u>Alexandor D Meastre</u>, by <u>Alexandor D Meastre</u>.

Personally known \Box OR produced identification \boxtimes .

Type of identification produced

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

YAINIS ACOSTA MY COMMISSION #HH 041130 IRES September 10, 2024 ary Public Underwriters

FPL Account Number: 8443316255

FPL Work Request Number:

LIGHTING AGREEMENT

In accordance with the following terms and conditions, <u>Palm Beach County</u>, a <u>political subdivision of the State of Florida</u>, <u>by and through its Board of County Commissioners</u> (hereinafter called the Customer), requests on this <u>al</u> day of <u>NovEmber</u> <u>2024</u>, 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) <u>Piper's Glen Blvd & El Clair Ranch Rd Intersection</u>, located in <u>Palm Beach County</u>, 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	32,447	3000K	2	

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

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(Continued	from Sheet	No.	9.140)
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	Pole Description	# Installed	# Removed	
	STD Concrete Arm Mount 45' (35' MH)	2	Keniovez	
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b) Installat	tion and/or removal of FPL-owned additional lighting facilities to based on the job scope, and the Additional Lighting Charges fac	where a cost estim	nate for these facilities mine the monthly rate	s wil l
etermined b	based on the job scope, and the Additional Lighting Charges fac	tor applied to deter	mine the monthly rate	s will i
etermined b	based on the job scope, and the Additional Lighting Charges fac	tor applied to deter	mine the monthly rate	
etermined b) Modific <u>FPL to in</u>	based on the job scope, and the Additional Lighting Charges fac	tor applied to deter	mine the monthly rate	
etermined b) Modific <u>FPL to in</u>	based on the job scope, and the Additional Lighting Charges fac ation to existing facilities other than described above or a istall fixtures and poles as described in this Agreement's Fixture an	tor applied to deter	mine the monthly rate	
etermined b) Modific <u>FPL to in</u>	based on the job scope, and the Additional Lighting Charges fac ation to existing facilities other than described above or a istall fixtures and poles as described in this Agreement's Fixture an	tor applied to deter	mine the monthly rate	
etermined b) Modific <u>FPL to in</u>	based on the job scope, and the Additional Lighting Charges fac ation to existing facilities other than described above or a istall fixtures and poles as described in this Agreement's Fixture an	tor applied to deter	mine the monthly rate	
etermined b) Modific <u>FPL to in</u>	based on the job scope, and the Additional Lighting Charges fac ation to existing facilities other than described above or a istall fixtures and poles as described in this Agreement's Fixture an	tor applied to deter	mine the monthly rate	
etermined b) Modific <u>FPL to in</u>	based on the job scope, and the Additional Lighting Charges fac ation to existing facilities other than described above or a istall fixtures and poles as described in this Agreement's Fixture an	tor applied to deter	mine the monthly rate	
etermined b) Modific <u>FPL to in</u>	based on the job scope, and the Additional Lighting Charges fac ation to existing facilities other than described above or a istall fixtures and poles as described in this Agreement's Fixture an	tor applied to deter	mine the monthly rate	
etermined b) Modific <u>FPL to in</u>	based on the job scope, and the Additional Lighting Charges fac ation to existing facilities other than described above or a istall fixtures and poles as described in this Agreement's Fixture an	tor applied to deter	mine the monthly rate	
etermined b) Modific <u>FPL to in</u>	based on the job scope, and the Additional Lighting Charges fac ation to existing facilities other than described above or a istall fixtures and poles as described in this Agreement's Fixture an	tor applied to deter	mine the monthly rate	
etermined b) Modific <u>FPL to in</u>	based on the job scope, and the Additional Lighting Charges fac ation to existing facilities other than described above or a istall fixtures and poles as described in this Agreement's Fixture an	tor applied to deter	mine the monthly rate	
etermined b) Modific <u>FPL to in</u>	based on the job scope, and the Additional Lighting Charges fac ation to existing facilities other than described above or a istall fixtures and poles as described in this Agreement's Fixture an	tor applied to deter	mine the monthly rate	
etermined b) Modific <u>FPL to in</u>	based on the job scope, and the Additional Lighting Charges fac ation to existing facilities other than described above or a istall fixtures and poles as described in this Agreement's Fixture an	ctor applied to deter additional notes (ad Pole Description.	mine the monthly rate	

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

Page 2 of 6

(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:

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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 CUSTOMERAGREES:

- 2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$9.28. These charges may be adjusted subject to review and approval by the FPSC.
- To pay Contribution in Aid of Construction (CIAC) in the amount of \$2.245.71 prior to FPL's initiating the requested installation or modification.
- 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

FLORIDA POWER & LIGHT COMPANY (Continue on Sheet No. 9.142) FPL will, at the request of the Customer, relocate the lighting facilities covered by this Agreement, if provided sufficient rights-of-way or 12. 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. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar 13. illuminating capacity and efficiency. 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 14. 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. In the event lighting facilities covered by this Agreement are removed, either at the request of the Customer or through termination or 15. 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.

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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

Page 4 of 6

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IN WITNESS WHEREOF, the parties hereby caused this Agreement to be effective as of the day and year first written above.	ent to be executed in triplicate by their duly authorized representatives
Changes and Terms Accepted:	
Paim 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: Baost & Wells Signature (Authorized Representative)	By: <u>Alex Acosta</u> (Signature)
David L. Ricks, P.E. (Print or type name)	Alex Acosta (Print or type name)
Title: County Engineer Date: 11 21 2024	Title: FPL LED Lighting Solutions Manager
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	
Issued by: Tiffany Cohen, Director, Rates and Tar Effective: March 3, 2020	

Page 5 of 6

NONGOVERNMENTAL ENTITY HUMAN <u>TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)</u> 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)

State of Florida, County of Palm Beach

Alexander David Acosta (printed name of officer or representative)

Sworn to and subscribed before me by means of \Box physical presence or \Box online notarization this, <u>23</u> day of <u>September</u> <u>2024</u>, by <u>Alexander Acost9</u>.

Personally known \mathbf{V} OR produced identification \Box .

NA Type of identification produced NOTARY PUED My Commission Expires: State of Florida at large

Shelley B. Waiz Notary Public State of Florida Commit HH114239 Expires 4/6/2025

(Notary Seal)

Mar

Page 6 of 6



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FPL Account Number: 84433-16255 FPL Work Order Number: N/A (BILLING TRANSFER)

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, <u>BD OF PB CO COMM</u> (hereinafter-called the Customer), requests on this <u>21</u> day of <u>NovEMBER</u> <u>3034</u>, 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) <u>Linton Bivd, from Sims Rd to Military Tri</u>, located in <u>Delray Beach</u>, Florida.

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

Fixture Ratir (in Lumens	ng Fix	<u>s Installed</u> ture Type	# Installed	Fixture Rating (in Lumens)	Lights Removed Fixture Type	# Removed
(III CONTINUE)	,	<u> </u>		50,000L (400W)	HPSV	14
			······			-
		·				
Poles Ir Pole Type	<u>stalled</u> # Installed	Poles Pole Type	Removed # Removed	Conductors Installe	<u> </u>	luctors Removed
	l	Wood	14	Feet not Under Pavi	ng Fee	t not Under Paving
				Feet Under Paving	Fee	t Under Paving

Modification to existing facilities other than described above (explain fully): Transfer lights and poles to City of Delray Beach (b)

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. 1.

THE CUSTOMER AGREES:

- 2. To pay a contribution in the amount of \$<u>N/A</u> 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. 3.
- 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. 4.
- 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. 5
- 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. 6.

Page 1 of 2

Page 1 of 3

IT IS MUTUALLY AGREED THAT:

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- 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 7. as the following:
 - the addition of street lighting facilities
 - the removal of street lighting facilities; and b. the removal of street lighting facilities and the replacement of such facilities with new facilities and/or additional facilities. C.

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.

- 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. 8,
- FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal Illuminating 9. capacity and eff liciency
- 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 mall and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof. 10.
- 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.
- 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. 12 the te rms and conditions of this Agreement.
- 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. 13.
- 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. 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.
- 16. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
- 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.

	PB CO COMM type name of Organization)	FLORIDA POWER & LIGHT COMPANY Malissa Roettger By:	
Signature (Auth	orized Representative)	(Signature)	
David L. Ricks, P.E.	or type name)	<u>Melissa Roettger</u> (Print or type name)	
Title: County Engineer	Date: 11/21/20	224 Title: Sr. Customer Advisor	
Approved as to Terms and Conditions	Approved as to Form and Legal	al Sufficiency	
Motasem A. Al-Turk, Ph.D., P.E. Traffic Division Director	/s/Yelizaveta B. Hern Yelizaveta B. Herman Assistant County Attorney	Page 2 of 2	

Page 2 of 3

NONGOVERNMENTAL ENTITY HUMAN <u>TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)</u> 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. h = h

(signature of officer or representative)

Alexander David Acosta (printed name of officer or representative)

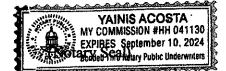
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of \square physical presence or \square online notarization this, <u>30</u> day of <u>August</u>, by <u>Alexandor</u>, <u>by</u> <u>Alexandor</u>.

Personally known \square OR produced identification \boxtimes .

Type of identification produced ______FLDL_____.

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



Page 3 of 3



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FPL Account Number: 84433-16255 FPL Work Order Number: N/A

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, <u>Palm Beach County, a political subdivision of the State of Florida, by and through its</u> <u>Board of County Commissioners</u> (hereinafter called the Customer), requests on this <u>21</u> day of <u>Nevenser</u> 2014, 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) <u>Various locations</u> (see attached Exhibit A), located in <u>Palm Beach County</u>, Florida.

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

Fixture Rating (in Lumens)	Lights Installed Focture Type	# Installed	Fixture Rating (in Lumens)	Lights Removed Fixture Type	# Removed
			22,000 (200W)	HPS	6
Poles installec Pole Type # Inst	÷	es Removed # Removed	Conductors Install Feet not Under Pa Feet Under Paving	ving Fe	ductors Removed et not Under Paving et Under Paving

(b) Modification to existing facilities other than described above (explain fully): Streetlight to be transferred to the Village of Golf

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

FPL AGREES:

1. 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:

- 2. To pay a contribution in the amount of \$<u>N/A</u>prior to FPL's initiating the requested installation or modification.
- 3. To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- 4. 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.
- 5. 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.

Page 1 of 2

Page 1 of 4

IT IS MUTUALLY AGREED THAT:

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- 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:
 - the addition of street lighting facilities: the removal of street lighting facilities; and a
 - b. the removal of street lighting facilities and the reptacement 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.

- FPL will, at the request of the Customer, relocate the street lighting facilities covered by this agreement, if provided sufficient right-of-ways or 8. 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.
- FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal Illuminating 9. capacity and efficiency.
- 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. 10.
- 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 11 FPSC) plus removal cost.
- Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in 12. 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.
- 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. 14.
- 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.
- This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL. 16.
- This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the 17. 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: Paim Beach County, a political su by and through its Board of Customer (Print or ty		FLORIDA POWER & LIGHT COMPANY By: Melissa Roettger
By: Signature (Author	zed Representative)	(Signature)
David L. Ricks, P.E.		(Print or type name)
(Print or	type name)	Title: Senior Customer Advisor
Title: County Engineer	Date: 11 21 2024	
Approved as to Terms and Conditions	Approved as to Form and Legal /s/Yelizoveta B. Herma	-
Motasem A. Al-Turk, Ph.D., P.E. Traffic Division Director	Yelizaveta B. Herman Assistant County Attorney	190 2 of 2

Page 2 of 4

Exhibit A

Key Facility Number	Grid Number Light Address	Component Type	Owned By Code
517392430-HPS0200001	67707328016 11150 S MILITARY TR	HPS0200	١F
210567624-HPS0200001	67708335300 11090 S MILITARY TR	HPS0200	!F
938091900-HPS0200001	67708343809 11180 S MILITARY TR	HPS0200	F
390671736-HPS0200001	67708344503 11130 S MILITARY TR	'HPS0200	F
889588045-HPS0200001	67708344902 11110 S MILITARY TR	HPS0200	F
579381503-HPS0200001	67708655908 W WOOLBRIGHT RD 24PW LAWRENCE RD (N SIDE)	HPS0200	F

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Page 3 of 4

User: FPLNT\\MXLOWPN Report: Lighting - Summary Component Detail Folder: /Power Delivery Distribution/Streetlights/CIS Page 1 of 1

Run date: Run time: Company Confidential-For Internal FPL Use