

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget? Yes No

Is this item using Federal Funds? Yes No

Is this item using State Funds? Yes No

Budget Account No: Fund Dept Unit Object

Recommended Sources of Funds/Summary of Fiscal Impact:

No Fiscal Impact

C. Departmental Fiscal Review: Data

III. REVIEW COMMENTS

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

 Loren Kent 1/13/25
 MD 113 OFMB JA 1/13

 Bruce Proctor 1/14/25
 Contract Dev. and Control
 26 1-14-25

B. Approved as to Form and Legal Sufficiency:

 [Signature] 1/16/25
 Assistant County Attorney

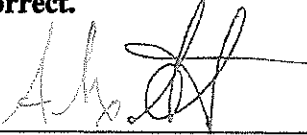
C. Other Department Review:

 Department Director

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

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

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



(signature of officer or representative)

Alexander David Acosta

(printed name of officer or representative)

State of Florida, County of Palm Beach

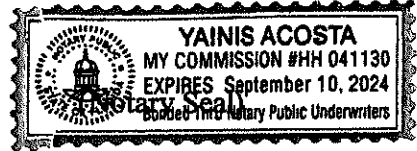
Sworn to and subscribed before me by means of physical presence or online notarization
this, 30 day of August 2024, by Alexander D. Acosta.

Personally known OR produced identification .

Type of identification produced FLDL.

NOTARY PUBLIC

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



FPL Account Number: 53025-92166

FPL Work Request Number: _____

LIGHTING AGREEMENT

In accordance with the following terms and conditions, Palm Beach County, a political subdivision of the State of Florida by and through its Board of County Commissioners (hereinafter called the Customer), requests on this 29 day of October **2024**, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Atlantic Ave from US 441 to Lyons Rd, located in Palm Beach County, Florida.

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

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

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

(Continued on Sheet No. 9.141)

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

(Continued from Sheet No. 9.140)

Pole Description	# Installed	# Removed
STD Wood Arm Mount 45' (38' MH)	36	
STD Concrete Arm Mount 45' (35' MH)	6	
STD Wood Arm Mount		8

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

(c) Modification to existing facilities other than described above or additional notes (explain fully):
FPL to install fixtures and poles per specifications in this Agreement's fixture and pole description. 3 In Line Poles to be installed 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

(Continue from Sheet No. 9.141)

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

FPL AGREES:

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

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$148.72. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires, and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

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

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

(Continue on Sheet No. 9.143)

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

(Continue on Sheet No. 9.142)

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

(Continue on Sheet No. 9.144)

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

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

Changes and Terms Accepted:

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

FLORIDA POWER & LIGHT COMPANY

By: David L Ricks
Signature (Authorized Representative)

By: Alex Acosta
(Signature)

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

Alex Acosta
(Print or type name)

Title: County Engineer Date: 10/29/24

Title: FPL LED Lighting Solutions Manager

Approved as to Terms and Conditions

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

Approved as to Form and Legal Sufficiency

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

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

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

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

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



(signature of officer or representative)

Alexander David Acosta

(printed name of officer or representative)

State of Florida, County of Palm Beach

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

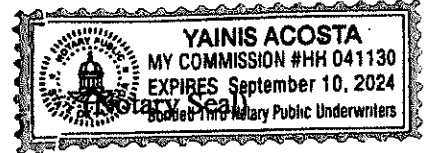
Personally known OR produced identification .

Type of identification produced FDL.

NOTARY PUBLIC

My Commission Expires: September 10, 2024

State of Florida at large





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

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter called the Customer), requests on this 31 day of October 2024, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) 45th Street at Gramercy Drive (see attached Exhibit A), located in Palm Beach County, 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		Poles Removed	
Pole Type	# Installed	Pole Type	# Removed

Conductors Installed		Conductors Removed	
Feet not Under Paving		Feet not Under Paving	
Feet Under Paving		Feet Under Paving	

(b) Modification to existing facilities other than described above (explain fully): 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:

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

THE CUSTOMER AGREES:

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

IT IS MUTUALLY AGREED THAT:

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

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

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

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

Charges and Terms Accepted:

Palm Beach County, a political subdivision of the State of Florida,

by and through its Board of County Commissioners

Customer (Print or type name of Organization)

By: 
Signature (Authorized Representative)

David L. Ricks, P.E.

(Print or type name)

Title: County Engineer

Date: 10/31/24

FLORIDA POWER & LIGHT COMPANY

By: 
(Signature)

Melissa Roettger
(Print or type name)

Title: Senior Customer Advisor

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

Page 2 of 2

EXHIBIT A

Acct #	GRID NUMBER	SERVICE LOCATION	LOCATION DETAILS	Facility ID #	COMPONENT
D45Iso 7786069414	67726385607	5641 45TH ST	ss of 45th Street at Gramercy Dr	805175648	HPS0200

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

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

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



(signature of officer or representative)

Alexander David Acosta

(printed name of officer or representative)

State of Florida, County of Palm Beach

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

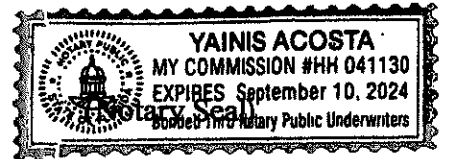
Personally known OR produced identification .

Type of identification produced FDL

NOTARY PUBLIC

My Commission Expires: September 10, 2024

State of Florida at large





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

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, **Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners** (hereinafter called the Customer), requests on this 31 day of October 2024 from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) **Benolst Farms Rd, south of Okeechobee Blvd (see attached Exhibit A)**, located in **Palm Beach County, Florida**.

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

<u>Lights Installed</u>			<u>Lights Removed</u>		
Fixture Rating (in Lumens)	Fixture Type	# Installed	Fixture Rating (in Lumens)	Fixture Type	# Removed
			22,000 (200W)	HPS	1

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

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

(b) Modification to existing facilities other than described above (explain fully): **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:

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

THE CUSTOMER AGREES:

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

IT IS MUTUALLY AGREED THAT:

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

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

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

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

By: David L. Ricks
Signature (Authorized Representative)

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

Title: County Engineer Date: 10/01/24

FLORIDA POWER & LIGHT COMPANY

By: Melissa Roettger
(Signature)

Melissa Roettger
(Print or type name)

Title: Senior Customer Advisor

Approved as to Terms and Conditions

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

Approved as to Form and Legal Sufficiency

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

EXHIBIT A

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

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

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

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



(signature of officer or representative)

Alexander David Acosta

(printed name of officer or representative)

State of Florida, County of Palm Beach

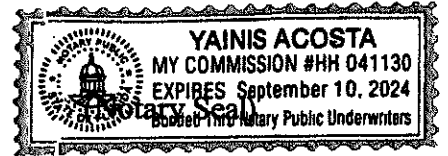
Sworn to and subscribed before me by means of physical presence or online notarization
this, 30 day of August, 2024, by Alexander D. Acosta.

Personally known OR produced identification .

Type of identification produced FDDL.

NOTARY PUBLIC

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





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

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, **Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners** (hereinafter called the Customer), requests on this 31 day of October, 2024 from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) Various locations (see attached exhibit A), located in Palm Beach County, Florida.

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

Fixture Rating (in Lumens)	<u>Lights Installed</u>	
	Fixture Type	# Installed

Fixture Rating (in Lumens)	<u>Lights Removed</u>	
	Fixture Type	# Removed
22,000 (200W)	HPS	29
50,000 (400W)	HPS	8

<u>Poles Installed</u>		<u>Poles Removed</u>	
Pole Type	# Installed	Pole Type	# Removed
		Wood	4
		Concrete	3

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

(b) Modification to existing facilities other than described above (explain fully): Streetlights and poles 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:

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

THE CUSTOMER AGREES:

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

IT IS MUTUALLY AGREED THAT:

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

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

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

Charges and Terms Accepted:

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

By: David L. Ricks
 Signature (Authorized Representative)

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

Title: County Engineer Date: 10/31/24

FLORIDA POWER & LIGHT COMPANY

By: Melissa Roettger
 (Signature)

Melissa Roettger
 (Print or type name)

Title: Senior Customer Advisor

Approved as to Terms and Conditions

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

Approved as to Form and Legal Sufficiency

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

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	849053129	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
D45Art 8973329264	67725531626	HAVERHILL RD N	N/S/O ENT TO CHARLESTON COMMONS (4PN Earnest)	5777726	HPS0200
D45Art 8973329264	67725531626	HAVERHILL RD N	N/S/O ENT TO CHARLESTON COMMONS (4PN 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

Page 3 of 5

EXHIBIT A (CONT)

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	HPS0200
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

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

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

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



(signature of officer or representative)

Alexander David Acosta

(printed name of officer or representative)

State of Florida, County of Palm Beach

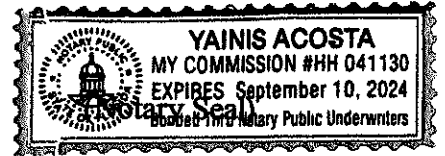
Sworn to and subscribed before me by means of physical presence or online notarization
this, 30 day of August, 2024, by Alexander D. Acosta.

Personally known OR produced identification .

Type of identification produced FDL.

NOTARY PUBLIC

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





FPL Account Number: **53026-92166**
 FPL Work Order Number: **N/A**

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, **Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners** (hereinafter called the Customer), requests on this 31 day of October 2024, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) Various locations (see attached exhibit A), located in **Palm Beach County, 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		Poles Removed	
Pole Type	# Installed	Pole Type	# Removed
		Wood	42

Conductors Installed		Conductors Removed	
Feet not Under Paving		Feet not Under Paving	
Feet Under Paving		Feet Under Paving	

(b) Modification to existing facilities other than described above (explain fully): Streetlights and poles 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:

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

THE CUSTOMER AGREES:

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

IT IS MUTUALLY AGREED THAT:

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

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

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

Charges and Terms Accepted:

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

By: David L. Ricks
Signature (Authorized Representative)

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

Title: County Engineer

FLORIDA POWER & LIGHT COMPANY

By: Melissa Roettger
(Signature)

Melissa Roettger
(Print or type name)

Title: Senior Customer Advisor

Date: 10/31/24

Approved as to Terms and Conditions

Motasem A. Al-Turk

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

Approved as to Form and Legal Sufficiency

/s/ Yelizaveta B. Herman

Yelizaveta B. Herman
Assistant County Attorney

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	67322997907	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

EXHIBIT A (CONT)

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	HPS0400
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

EXHIBIT A (CONT)

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

EXHIBIT A (CONT)

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	HPS0400
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	HPS0200
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

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

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

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



(signature of officer or representative)

Alexander David Acosta

(printed name of officer or representative)

State of Florida, County of Palm Beach

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

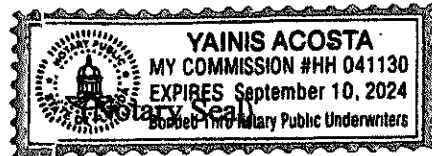
Personally known OR produced identification .

Type of identification produced FDL.

NOTARY PUBLIC

My Commission Expires: September 10, 2024

State of Florida at large



FPL Account Number: 8443316255

FPL Work Request Number: _____

LIGHTING AGREEMENT

In accordance with the following terms and conditions, Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter called the Customer), requests on this 21 day of November 2024, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) Piper's Glen Blvd & El Clair Ranch Rd Intersection, located in Palm Beach County, Florida.

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

Fixture Description ⁽¹⁾	Watts	Lumens	Color Temperature	# Installed	# Removed
AEL ATB2	264	32,447	3000K	2	

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

(Continued on Sheet No. 9.141)

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

(Continued from Sheet No. 9.140)

Pole Description	# Installed	# Removed
STD Concrete Arm Mount 45' (35' MH)	2	

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

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

(Continue on Sheet No. 9.142)

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

(Continue from Sheet No. 9.141)

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

FPL AGREES:

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

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$9.28. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$2,245.71 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires, and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

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

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

(Continue on Sheet No. 9.143)

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

(Continue on Sheet No. 9.142)

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

(Continue on Sheet No. 9.144)

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

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

Changes and Terms Accepted:

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

FLORIDA POWER & LIGHT COMPANY

By: David L. Ricks
Signature (Authorized Representative)

By: Alex Acosta
(Signature)

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

Alex Acosta
(Print or type name)

Title: County Engineer Date: 11/21/2024

Title: FPL LED Lighting Solutions Manager

Approved as to Terms and Conditions

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

Approved as to Form and Legal Sufficiency

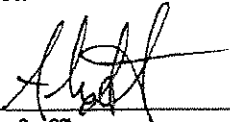
/s/Yelizaveta B. Herman
Yelizaveta B. Herman
Assistant County Attorney

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

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

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

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


(signature of officer or representative)

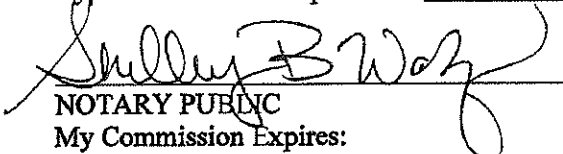
Alexander David Acosta
(printed name of officer or representative)

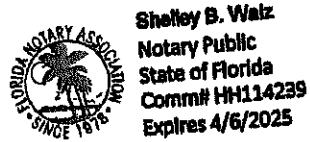
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization
this, 23 day of September 2024, by Alexander Acosta.

Personally known OR produced identification .

Type of identification produced N/A.


NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)

ma



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

STREET LIGHTING AGREEMENT

In accordance with the following terms and conditions, BD OF PB CO COMM (hereinafter called the Customer), requests on this 21 day of NOVEMBER 2024, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) Linton Blvd. from Silms Rd to Military Trl, located in Delray Beach, Florida.

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

Fixture Rating (in Lumens)	<u>Lights Installed</u>	
	Fixture Type	# Installed

Fixture Rating (in Lumens)	<u>Lights Removed</u>	
	Fixture Type	# Removed
50,000L (400W)	HPSV	14

<u>Poles Installed</u>		<u>Poles Removed</u>	
Pole Type	# Installed	Pole Type	# Removed
		Wood	14

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

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

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

FPL AGREES:

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

THE CUSTOMER AGREES:

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

IT IS MUTUALLY AGREED THAT:

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

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

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

Charges and Terms Accepted:

BD OF PB CO COMM
 Customer (Print or type name of Organization)
 By: *David L. Ricks*
 Signature (Authorized Representative)
David L. Ricks, P.E.
 (Print or type name)

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

Title: County Engineer Date: 11/21/2024 Title: Sr. Customer Advisor

Approved as to Terms and Conditions

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

Approved as to Form and Legal Sufficiency

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

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

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

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



(signature of officer or representative)

Alexander David Acosta

(printed name of officer or representative)

State of Florida, County of Palm Beach

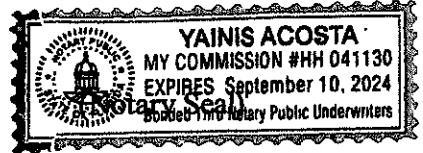
Sworn to and subscribed before me by means of physical presence or online notarization
this, 30 day of August, 2024, by Alexander D. Acosta.

Personally known OR produced identification .

Type of identification produced FLDL.

NOTARY PUBLIC

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





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

STREET LIGHTING AGREEMENT

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

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

Fixture Rating (In Lumens)	<u>Lights Installed</u>	
	Fixture Type	# Installed

Fixture Rating (In Lumens)	<u>Lights Removed</u>	
	Fixture Type	# Removed
22,000 (200W)	HPS	6

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

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

(b) Modification to existing facilities other than described above (explain fully): 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:

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

THE CUSTOMER AGREES:

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

IT IS MUTUALLY AGREED THAT:

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

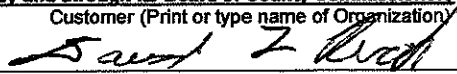
Modifications will be subject to the costs identified in FPL's currently effective street lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

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

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

Charges and Terms Accepted:

Palm Beach County, a political subdivision of the State of Florida,
by and through its Board of County Commissioners

Customer (Print or type name of Organization)
By: 
Signature (Authorized Representative)

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

Title: County Engineer Date: 11/21/2024

FLORIDA POWER & LIGHT COMPANY

By: 
(Signature)

Melissa Roettger
(Print or type name)

Title: Senior Customer Advisor

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

Exhibit A

Key Facility Number	Grid Number	Light Address	Component Type	Owned By Code
517392430-HPS0200001	67707328016	11150 S MILITARY TR	HPS0200	F
210567624-HPS0200001	67708335300	11090 S MILITARY TR	HPS0200	IF
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	IF
579381503-HPS0200001	67708655908	W WOOLBRIGHT RD 24PW LAWRENCE RD (N SIDE)	HPS0200	F