

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

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<b>Meeting Date:</b>	<b>July 13, 2021</b>	<input checked="" type="checkbox"/>	<b>Consent</b>	<input type="checkbox"/>	<b>Regular</b>
		<input type="checkbox"/>	<b>Workshop</b>	<input type="checkbox"/>	<b>Public Hearing</b>

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<b>Department:</b>	<b>Engineering &amp; Public Works</b>
<b>Submitted By:</b>	<b>Engineering &amp; Public Works</b>
<b>Submitted For:</b>	<b>Traffic Division</b>

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to receive and file:**

- A) a premium lighting agreement with Florida Power & Light Company (FPL) for the installation of two premium lighting facilities at the intersection of Acme Dairy Road and Meadow Lake Drive; and
- B) a street lighting agreement with FPL for the removal of two lighting facilities, to be replaced by the premium lighting facilities referred to above, at the intersection of Acme Dairy Road and Meadow Lake Drive.

**SUMMARY:** In accordance with Countywide PPM CW-O-051, all delegated contracts, agreements, and grants must be submitted by the initiating Department as a receive and file agenda item. These agreements were executed by the County Engineer on March 8, 2021, per Resolution R2020-0990. District 5 (YBH)

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

**Attachments:**

- 1. Premium Lighting Agreement
- 2. Street Lighting Agreement

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*MA*  
**Recommended By:** *YBH/TEL ma David Z Hill* **County Engineer** *6/12/21* **Date**

**Approved By:** *FAD* **Assistant County Administrator** *6/16/21* **Date**

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	\$1,871	-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-
<b>NET FISCAL IMPACT</b>	<b>\$1,871</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes  No  
 Does this item include the use of federal funds? Yes No

**Budget Account No:**  
 Fund 1201 Dept 360 Unit 3230 Object 4301/5114

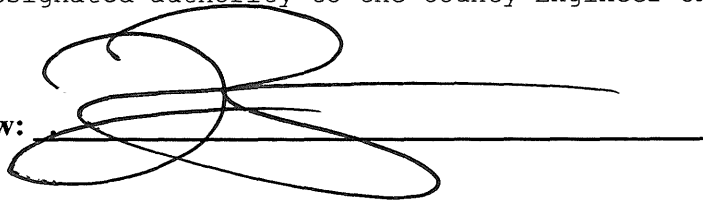
**Recommended Sources of Funds/Summary of Fiscal Impact:**  
 County Transport Trust Fund  
 Thoroughfare Street Lighting

New Work Order(s)	
WO# 9979509	\$ 1,104.00
WO# 9979436	\$ 766.68
Fiscal Impact	\$ 1,870.68

WO# 9979509 Monthly Maintenance Charge is \$ 3.38. This charge may be adjusted subject to review and approval by Florida Public Service Commission.

\*\*\*\*Receive and File two (2) Street Light Agreements with Florida Power and Light on Behalf of the Board of County Commissioners. These agreements were executed by the County Engineer on March 8, 2021, per Resolution R2020-0990. The County Administrator designated authority to the County Engineer on September 24, 2020.

**C. Departmental Fiscal Review:**



**III. REVIEW COMMENTS**

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

Releem Rawls 6/3/21  
 OFMB 6.3.21 6/3/21

Ann S. Jaworski 6/15/21  
 Contract Dev. and Control 6-15-21

**B. Approved as to Form and Legal Sufficiency:**

[Signature]  
 for L. Herman 6/16/2021  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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



FPL Account Number: 2838125027  
FPL Work Order Number: 9979509

**PREMIUM LIGHTING AGREEMENT**

In accordance with the following terms and conditions, **BD OF PB CO COMM TRAFFIC DIVISION** (hereinafter called the Customer), requests on this 5th day of MARCH 2021 from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of premium lighting facilities at (general boundaries) ACME DAIRY RD AND MEADOW LAKE DR. located in West Palm Beach / PBCO, Florida.  
(city/county)

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

<u>Lights Installed</u>			<u>Lights Removed</u>		
<u>Fixture Rating (in Lumens)</u>	<u>Fixture Type</u>	<u># Installed</u>	<u>Fixture Rating (in Lumens)</u>	<u>Fixture Type</u>	<u># Removed</u>
27,874 (258W)	AEL-ATBL	2			

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

(b) Modification to existing facilities other than described above (explain fully): HPS streetlight removal on WR 9979436  
Total work order cost is \$1,104.00

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

**FPL AGREES:**

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

**THE CUSTOMER AGREES:**

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

**IT IS MUTUALLY AGREED THAT:**

6. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional Premium Lighting Agreement delineating the modifications to be accomplished. Modification of FPL premium lighting facilities is defined as the following:
  - a. the addition of premium lighting facilities;
  - b. the removal of premium lighting facilities; and
  - c. the removal of premium lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.Modifications will be subject to the costs identified in FPL's currently effective Premium Lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.
7. FPL will, at the request of the Customer, relocate the premium lighting facilities covered by this agreement, if provided sufficient right-of-ways or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer-requested relocation of FPL premium lighting facilities.
8. FPL may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
9. FPL will ensure the facilities remain in working condition and it will repair any facilities as soon as practical following notification by the Customer that such work is necessary. The Company agrees to make reasonable effort to obtain facilities for use in repairs or replacement to match the original facilities. The Company, however, does not guarantee that facilities will always be available as manufacturers of facilities may no longer make such facilities available or other circumstances beyond the Company's control. In the event the original facilities are no longer available, FPL will provide and the Customer agrees to a similar kind and quantity.
10. This Agreement shall be for a term of twenty (20) years from the date of initiation of service. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. At the end of the term of service, the Customer may elect to execute a new Agreement based on the current estimated replacement cost.
11. The Customer will pay for these facilities as described in this Agreement by paying a lump sum of \$1,320.00 (To be Paid by Others) in advance of construction.
12. The monthly Maintenance Charge is \$3.38. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
13. The monthly Billing Charge is \$N/A. This charge may be adjusted subject to review and approval by the Florida Public Service Commission.
14. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
15. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
16. If the Customer no longer wishes to receive service under this schedule, the Customer may terminate the Premium Lighting Agreement by giving the Company at least (90) ninety days advance written notice to the Company. Upon early termination of service, the Customer shall pay an amount computed by applying the Termination Factors, as stated in rate schedule PL-1, to the total work order cost of the facilities, based on the year in which the Agreement was terminated. These Termination Factors will not apply to Customers who elected to pay for the facilities in a lump sum in lieu of a monthly payment. At FPL's discretion, the Customer will be responsible for the cost to the utility of removing the facilities.
17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreement by reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
18. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
19. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and FPL.
20. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

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

Charges and Terms Accepted:

**BD OF PB CO COMM TRAFFIC DIVISION**  
Customer (Print or type name of Organization)

**FLORIDA POWER & LIGHT COMPANY**

By: *[Signature]*  
Signature (Authorized Representative)

By: *Melissa Roettger*  
(Signature)

DAVID L. RICKS  
(Print or type name)

Melissa Roettger  
(Print or type name)

Title: COUNTY ENGINEER

Title: Sr. Customer Advisor

Approved as to Terms and Conditions

Approved as to Form and Legal Sufficiency

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

*Yelizaveta B. Herman*  
Yelizaveta B. Herman  
Assistant County Attorney



FPL Account Number: 6872423394  
FPL Work Order Number: 8978436

**STREET LIGHTING AGREEMENT**

In accordance with the following terms and conditions, BD OF PB CO COMM (hereinafter called the Customer), requests on this 21<sup>st</sup> day of March 2021, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of street lighting facilities at (general boundaries) ACME DAIRY RD AND MEADOW LAKE DR, located in West Palm Beach / PBCO, 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 cobrahead		2

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

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

(b) Modification to existing facilities other than described above (explain fully): LED street light install on WR9979509

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 \$766.68 (To Be Paid by Others) prior to FPL's initiating the requested installation or modification.
- To purchase from FPL all of the electric energy used for the operation of the Street Lighting System.
- To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective street lighting rate schedule on file at the FPSC or any successive street lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- To provide access, final grading and, when requested, good and sufficient easements, suitable construction drawings showing the location of existing and proposed structures, identification of all non-FPL underground facilities within or near pole or trench locations, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Street Lighting System.
- To perform any clearing, compacting, removal of stumps or other obstructions that conflict with construction, and drainage of rights-of-way or easements required by FPL to accommodate the street lighting facilities.

IT IS MUTUALLY AGREED THAT:

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

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

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

Charges and Terms Accepted:

**BD OF P&L CO COMM**

Customer (Print or type name of Organization)

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

DAVID L RICKS  
(Print or type name)

Title: COUNTY ENGINEER

Approved as to Terms and Conditions

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

FLORIDA POWER & LIGHT COMPANY

By: *Melissa Roettger*  
(Signature)

Melissa Roettger  
(Print or type name)

Title: Sr. Customer Advisor

Approved as to Form and Legal Sufficiency

*Yelizaveta B. Herman*  
Yelizaveta B. Herman  
Assistant County Attorney