

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

Meeting Date:	October 21, 2025	☒ Consent	☐ Regular
		☐ Workshop	☐ Public Hearing
Department:	Engineering & Public Works		
Submitted By:	Engineering & Public Works		
Submitted For:	Traffic Division		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: one (1) Lighting Agreement and one (1) Street Lighting Agreement (Agreements) with the Florida Power & Light Company (FP&L) for two (2) different locations within Palm Beach County.

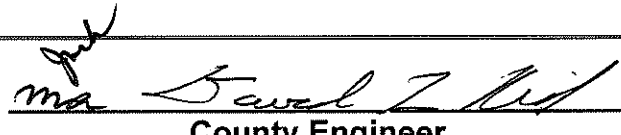
SUMMARY: In accordance with Countywide PPM CW-O-051, all delegated contracts, agreements, and grants must be submitted by the initiating Department as a receive and file agenda item. The Agreements listed below were executed by the County Engineer on August 1, 2025, per Resolution R2024-1016.

	Location	Agreement	District
1.	SR-A1A & Village Road Intersection	Lighting	1
2.	Yamato Road from State Road 7 to Lyons Road	Street Lighting	5

FP&L Agreements are based on the type of street lighting fixture and/or pole being installed or removed. Street Lighting Agreements are utilized for the installation and/or removal of High Pressure Sodium street lights and poles. Lighting Agreements are utilized for the installation and/or removal of LED street lights and poles submitted to FP&L after December 31, 2021. Districts 1 and 5 (YBH)

Background and Justification: Resolution R2024-1016 delegates authority to the County Administrator or designee to enter into street lighting agreements on behalf of the Board of County Commissioners (BCC). The County Administrator designated authority to the County Engineer on September 26, 2024.

Attachments:
1. 2 FP&L Agreements

Recommended By:		Date
YBH/TEL	County Engineer	9/11/2025
Approved By:		Date
	Deputy County Administrator	9/22/25

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
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?

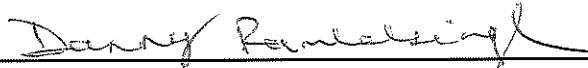
Yes☐

No☒

Budget Account No: Fund Dept Unit Object

Recommended Sources of Funds/Summary of Fiscal Impact:

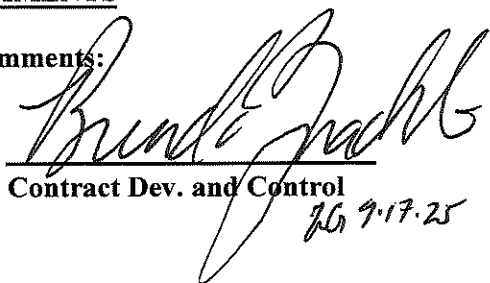
No Fiscal Impact

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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


OFMB
MD 9/15
9/15/25


Contract Dev. and Control
9/17/25
9.17.25

B. Approved as to Form and Legal Sufficiency:


9/18/25
Assistant County Attorney

C. Other Department Review:

Department Director

FPL Account Number: 64728-23126

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 1 day of August
2025, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized
and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general
boundaries) SR-A1A & Village 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	
AEL ATB2	121	16,427	3000K	1	
HPS SCH	200				1

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

(Continued on Sheet No. 9.141)

(Continued from Sheet No. 9.140)

Pole Description	# Installed	# Removed

- (b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.
- (c) Modification to existing facilities other than described above or additional notes (explain fully):
FPL to install fixtures and poles as described in this Agreement's Fixture Description. CIAC to be paid for by FDOT in the amount of \$9,863.09. Design to include installation of a 60' In-Line Distribution Pole. Customer responsible for any restoration required.

(Continue on Sheet No. 9.142)

(Continue from Sheet No. 9.141)

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

FPL AGREES:

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

THE CUSTOMER AGREES:

2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$3.94. These charges may be adjusted subject to review and approval by the FPSC.
3. To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to review and approval by the FPSC.
5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
7. To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessary for planning the design and completing the construction of FPL facilities associated with the Lighting System.
8. To have sole responsibility to ensure lighting, poles, luminaires, and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal of stumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trench locations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
10. For FPL-owned fixtures on customer-owned systems:
 - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
 - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
 - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

IT IS MUTUALLY AGREED THAT:

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

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

(Continue on Sheet No. 9.143)

(Continue on Sheet No. 9.142)

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

(Continue on Sheet No. 9.144)

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

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

Changes and Terms Accepted:

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

FLORIDA POWER & LIGHT COMPANY

By: 
Signature (Authorized Representative)

By: Alex Acosta
(Signature)

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

Alex Acosta
(Print or type name)

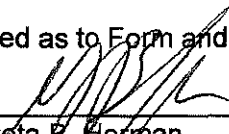
Title: County Engineer Date: 8/1/25

Title: FPL LED Lighting Solutions Manager

Approved as to Terms and Conditions


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

Approved as to Form and Legal Sufficiency


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, 7 day of July, 2025, by Alex Acosta.

Personally known ☒ OR produced identification ☐.

Type of identification produced _____


NOTARY PUBLIC
My Commission Expires:
State of Florida at large



SHELLEY B. WALZ
Notary Public
State of Florida
Comm# HH652436
Expires 4/6/2029

(Notary Seal)



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 1 day of August 2015 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) **Yamato Rd. from State Road 7 to Lyons Rd.**, located in **Boca Raton**, Florida.

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

Lights Installed		
Fixture Rating (in Lumens)	Fixture Type	# Installed
22,000	HPS Cobrahead	45

Lights Removed		
Fixture Rating (in Lumens)	Fixture Type	# Removed

Poles Installed		Poles Removed	
Pole Type	# Installed	Pole Type	# Removed
Wood	24		

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): N/A

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

FPL AGREES:

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

THE CUSTOMER AGREES:

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

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.

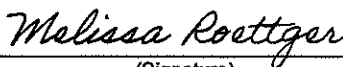
(Print or type name)

Title: County Engineer

Date: 8/1/25

FLORIDA POWER & LIGHT COMPANY

By:



(Signature)

Melissa Roettger

(Print or type name)

Title: Senior Customer Advisor

Approved as to Terms and Conditions


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

Approved as to Form and Legal Sufficiency


Yeliza B. Herman
Assistant County Attorney

Exhibit "B"

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
(GRANTEE), and attest that GRANTEE 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]
(signature of officer or representative)

Melissa Roettger
(print name of officer or representative)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical
presence or ☐ online notarization this, 20 day of May, 2025, by Melissa Roettger
the Sr. Customer Advisor of FPL, who ☐ is personally known
to me or ☒ has produced DL as identification.

(Notary Seal)



VANEETA ARORA
Commission # HH 535533
Expires September 7, 2028

[Signature]
Notary Public, State of Florida

Print Notary Name: _____

My Commission Expires: _____