

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

Meeting Date: February 3, 2026 Consent [] Regular
[] Workshop [] Public Hearing

Department: Engineering & Public Works
Submitted For: Traffic Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: one (1) Street Lighting Agreement with the Florida Power & Light Company (FP&L) for Seacrest Boulevard south of Hypoluxo Road.

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 agreement was executed by the County Engineer on November 6, 2025, per Resolution R2024-1016.

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. District 7 (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. FP&L Agreement

Recommended By: Howard Z. Reid 08 JPN 2026
YBH/TEL **County Engineer** **Date**

Approved By: Patricia A. Doherty 1/8/26
Deputy County Administrator **Date**

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:

This item has no Fiscal Impact

Note: 1 - Street Lighting Agreement with the Florida Power & Light Company (FP&L) for Seacrest Boulevard south of Hypoluxo Road.

C. Departmental Fiscal Review:

Darney Ramelson

III. REVIEW COMMENTS

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

Abelle 1/5/26
AS 11516 OFMB 1/5/26

Contract Dev. and Control

26.1.3.26

1-5-26 TA

B. Approved as to Form and Legal Sufficiency:

MR 1/6/26
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment. 2



FPL

FPL Account Number: 84433-16255

FPL Work Order Number: _____

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 6 day of November, 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 street lighting facilities at (general boundaries) SEACREST BLV-ES 1LT S/O HYPOLUXO, located in BOYNTON BEACH, Florida.

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

<u>Poles Installed</u>		<u>Poles Removed</u>	
Pole Type	# Installed	Pole Type	# Removed
		PMC00041	1

<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): **REMOVE DISTRIBUTION/SHARED POLE FROM BILLING**.

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 \$0 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 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.

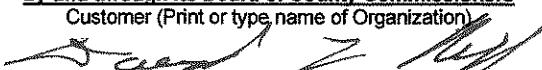
IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:

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: 11/6/2025

FLORIDA POWER & LIGHT COMPANY

By:



(Signature)

Alexander Acosta

(Print or type name)

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

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**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)

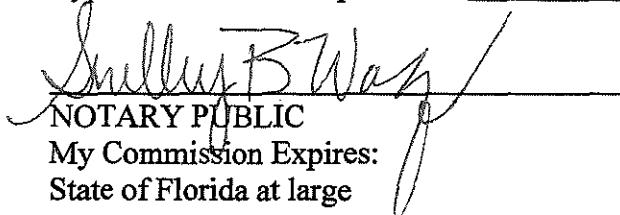
Alexander David Acosta
(printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, 6 day of October 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)