

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 20, 2026	☒ Consent	☐ Regular
	☐ Ordinance	☐ Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Underground Facilities Conversion Agreement (Agreement) with Florida Power & Light (FP&L), in the amount of \$149,139 for the conversion of overhead electric distribution facilities located at 4200 N Australian Ave, West Palm Beach (45th Street Complex). The Agreement will commence upon execution by both parties and shall remain in effect for as long as FPL operates the underground facilities.

Summary: This Agreement sets forth the terms and conditions under which FP&L will convert certain electric distribution facilities located at the 45th Street Complex from overhead to underground facilities. This agreement is FPL's standard agreement for these services and incorporates FPL's Electric Tariff requirements, terms and conditions. The Electric Tariff contains indemnification and liability provisions that differ from those adopted for use by the County under PPM CW-F-049. The Risk Management Department and County Attorney's Office have reviewed the indemnification requirements of the Agreement and advised staff accordingly. Given that indemnification provisions throughout the Electric Tariffs include a limitation "to the extent permitted by applicable law," as it applies to Florida governmental entities, given that the conversion of the overhead facilities to underground is required by the construction design and to extend the life expectancy of the facilities, and given that FP&L is the only entity capable of providing these services, staff recommends Board of County Commissioners (BCC) approval. **Funding for this Agreement is from the Infrastructure Sales Tax (IST) Fund. (FDO Admin) Countywide (MWJ)**

Background and Justification: Pursuant to the BCC direction provided on July 7, 2026, regarding the comprehensive overview of the County's Fiscal Year (FY) 2027 – FY 2031 Capital Improvement Program, the 45th Street Complex was approved to advance to completion.

Attachments:

- 1. Location Map
- 2. Agreement

 Jennifer Ferriello Department Director	Date 9/28/26
Recommended By:	Date
Approved By:	Date
Chief Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs	149,139				
External Revenues					
Program Income					
(County)					
In-Kind Match (County)					
NET FISCAL IMPACT	149,139	0.00	0.00	0.00	0.00

ADDITIONAL FTE POSITIONS (Cumulative)

Is Item Included in Current Budget:	Yes	<u>X</u>	No
Is this item using Federal Funds:	Yes		No <u>X</u>
Is this item using State Funds:	Yes		No <u>X</u>

Budget Account No:

Fund	3950	Dept	411	Unit	Q018	Object	6502
Fund		Dept		Unit		Revenue Source	

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Funding for this Agreement is from the Infrastructure Sales Tax (IST) Fund

C. Departmental Fiscal Review: *Done*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

OFMB
9/23/2006
John A. [Signature]

Comments: Shunda Mac 9/24/21
Contract Development and Control
26 9.24.21

B. Legal Sufficiency:

Legal Sufficiency: 9/25/26
Chief Assistant County Attorney

C. Other Department Review:

Department Director

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

Attachment 1
4200 N Australian Ave, West Palm Beach



ATTACHEMENT 2
AGREEMENT

UNDERGROUND FACILITIES CONVERSION AGREEMENT

This Agreement, is made and entered into this ____ day of _____, 2026, by and between Palm Beach County (“Applicant”), with an address of 4200 N Australian Ave West Palm Beach 33401 and Florida Power & Light (“FPL”), a Florida corporation with an address of 700 Universe Boulevard, Juno Beach, FL 33408-0429.

WHEREAS, the Applicant has requested that FPL convert certain overhead electric distribution facilities located within the following boundaries (the “Conversion”):

4331 N Australian Ave, West Palm Beach, 33407 and 4200 N Australian Ave, West Palm Beach, FL 33407.

NOW THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, and other consideration the sufficiency of which is hereby acknowledged, the parties intending to be legally bound, hereby covenant and agree as follows:

- 1. **Avoided Storm Restoration Cost (“ASRC”) Eligibility Criteria.** The Applicant represents and warrants that it meets, and is capable and willing to enforce, the applicable eligibility criteria for the Conversion.
- 2. **Contribution-in-Aid-of-Construction (CIAC).** The Applicant shall pay FPL a CIAC as required by FPL’s Electric Tariff and Section 25-6.115 of the Florida Administrative Code.

i. CIAC (excluding ASRC)	\$	<u>187,871.00</u>
ii. ASRC	\$	<u>38,732</u>
iii. CIAC Due	\$	<u>149,139</u>

In the event the actual cost of the Conversion (excluding ASRC) exceeds the estimate, the CIAC (excluding ASRC) shall be adjusted by the lesser of (a) the difference between the actual cost of the Conversion and the estimate, or (b) 10% of the CIAC (excluding ASRC) identified above. The ASRC shall also be adjusted accordingly and the Applicant shall pay FPL the resulting difference in the amount of the CIAC Due.

- 3. **Applicant-Installed Facilities.** The Applicant may, upon entering into an applicant-installed facilities agreement satisfactory to FPL, construct and install all or a portion of the Underground Facilities. Such work must meet FPL’s construction standards and FPL will own and maintain the completed facilities. The Applicant agrees to rectify any deficiencies, found by FPL, prior to the connection of any customers to the Underground Facilities and the removal of the Existing Overhead Facilities.
- 4. **Compliance with Tariff.** The Applicant agrees to comply with and abide by the requirements, terms, and conditions of FPL’s Electric Tariff.

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5. **Timing of Conversion.** Upon compliance by the Applicant with the requirements, terms, and conditions of FPL's Electric Tariff, this Agreement and any other applicable agreements, FPL will proceed in a timely manner with the Conversion in accordance with the construction drawings and specifications set forth in Attachment A hereof.
6. **Relocation.** In the event that the Underground Facilities are part of, or are for the purposes of, relocation, then this Agreement shall be an addendum to the relocation agreement between FPL and the Applicant. In the event of any conflict between the relocation agreement and this Agreement or the Electric Tariff, this Agreement and the Electric Tariff shall control.
7. **Term.** This Agreement shall remain in effect for as long as FPL or any successor or assign owns or operates the Underground Facilities.
8. **ASRC Repayment.** If the Applicant does not satisfy the relevant eligibility criteria, the Applicant shall repay the ASRC within 30 days of written notice from FPL of such failure. Additionally, if at any point within 30 years of completion of the Underground Facilities installation, the Applicant elects to have electric service within the Conversion Area supplied by a provider other than FPL, the Applicant shall repay FPL a pro-rata share of the ASRC. The pro-rata share (which shall reflect partial years) shall be determined as follows:

$$\text{ASRC} * [(30 - \text{years since the Underground Facilities completion date}) / 30]$$

Non-governmental-Applicants shall provide, at the time of execution of this Agreement, either a surety bond or irrevocable bank letter of credit (the "Security Instrument") in a form acceptable to FPL evidencing ability to repay the ASRC. This Security Instrument shall remain in effect until such time as all customers within the Conversion Area are converted. The Applicant may provide either an amended or replacement Security Instrument in a form acceptable to FPL at any time to reflect the pro-rata adjustments to the ASRC amount. If, upon notice of cancellation or prior to expiration of the Security Instrument, a replacement Security Instrument in a form acceptable to FPL is not provided by the Applicant to FPL, FPL will require the third party issuing the Security Instrument to pay the full balance due in accordance with this Agreement in cash.

9. **Termination Prior to the Conversion Completion.** Failure by the Applicant to comply with any of the requirements, terms, or conditions of this Agreement or FPL's Electric Tariff shall result in termination of this Agreement. The Applicant may terminate this Agreement at any time prior to the start of the Conversion and the CIAC paid by the Applicant will be refunded to the Applicant; provided however, that the refund of the CIAC shall be offset by any costs incurred by FPL in performing under the Agreement up to the date of termination.
10. **Assignment.** The Applicant shall not assign this Agreement without the written consent of FPL.
11. **Adoption and Recording.** This Agreement shall be adopted by the Applicant and maintained in the official records of the Applicant for the duration of the term of this Agreement. This Agreement also shall be recorded in the Official Records of the County in which the Underground Facilities are located, in the place and in the manner in which deeds are typically recorded.
12. **Conflict between Terms of Franchise Agreement.** In the event of a conflict between the terms of this Agreement and any permit or franchise agreement entered into by Applicant and FPL, the terms of this Agreement shall control.

FLORIDA POWER & LIGHT COMPANY

13. **Applicability.** This subpart applies to requests for underground facilities addressing the conversion of existing overhead facilities. In order for the Company to take action pursuant to a request for conversion:
- a. the conversion area must be at least two contiguous city blocks or 1,000 feet in length;
 - b. all electric services to the real property on both sides of the existing overhead primarily lines must be part of the conversion;
 - c. All distribution facilities are to be considered part of the conversion area
 - d. all other existing overhead utility facilities (e.g. telephone, CATV, etc.) must also be converted to underground facilities.

IN WITNESS WHEREOF, FPL and the Applicant have executed this Agreement on the date first set forth above.

_____ FPL

Signed _____ Signed _____
Name _____ Name _____
Title _____ Title _____

ATTEST:
SHANNON RAMSEY-CHESSMAN, Clerk of
the Circuit Court & Comptroller Ad Interim

PALM BEACH COUNTY,
a political subdivision of the State of Florida,
BOARD OF COUNTY COMMISSIONERS

By: _____ By: _____
Deputy Clerk Sara Baxter, Mayor

Approved as to Terms and Conditions (if required by

Applicant)

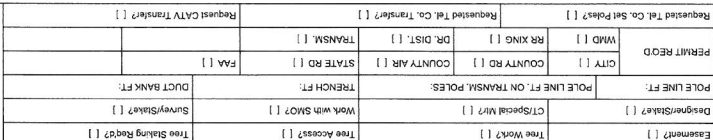
Signed _____
Name Jason Crosby
Title Deputy Director

Approved as to Form and Legal Sufficiency (if required by Applicant)

Signed _____
Name _____
Title _____

ATTACHMENT A

AS-BUILT CREW PRINT _____ Foreman's Signature _____ Date		AS-BUILT COPY _____ Initials _____ Crt. Date
JOB CERTIFIED COMPLETE as shown on this AS-BUILT print. Material changes shown on R.O.S. _____ Supervisor's Signature _____ Date All required ground rods have been driven & verified to within F.P.L. standards. Values are shown at all locations. _____ Foreman's Signature _____ Date		



	Job Owner: Francesca Wright Designer: Brad Robinson Date: 06/07/2024	4210 N AUSTRALIAN AVE, WEST PALM BEACH, FL 33407 Scale: 1" = 40' 0' 40' 80'	WIR: 13076941 Dwg No. 13076941_1x17 OH.xml Map No. 00447 Page 2 of 4
	REMOVAL OF OH LINES AND POLES NEAR 4210 N AUSTRALIAN AVE Township: 43 Range: 43 Section 05 M/A: WB		

[illegible]

IPC	DATE	REVISION
1		
2		
3		
4		

[illegible][illegible]

PLOT DATE/TIME: 02/03/2025 17:29:25

PRINTED BY: imm025s

Size: 11 x 17

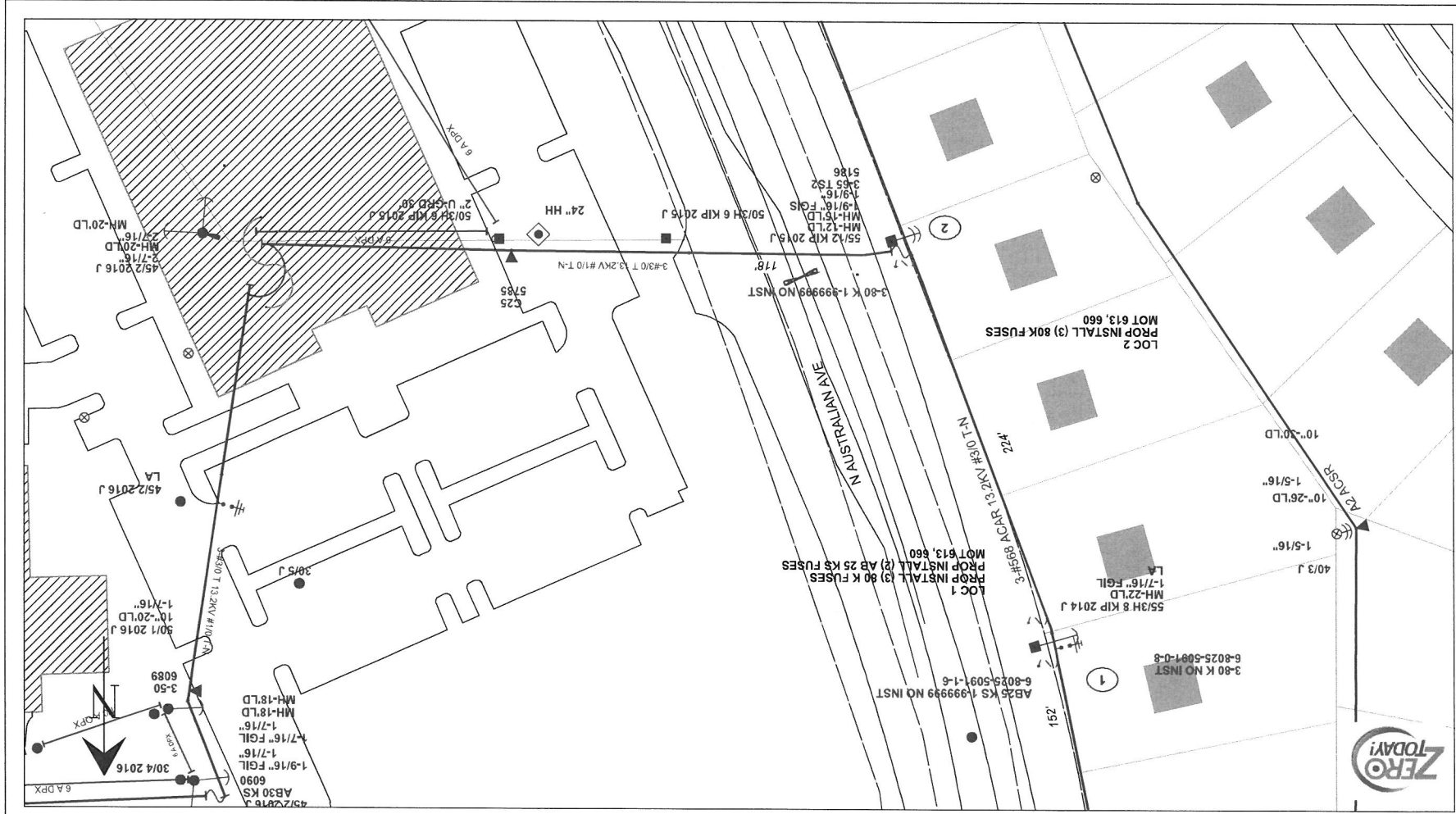
IPC		DATE		REVISION	
1					
2					
3					
4					

Foreman's Signature		Date
All required ground rods have been driven & verified to be within FPL standards. Values are shown at all locations.		
Supervisor's Signature		Date
Job CERTIFIED COMPLETED as shown on this AS-BUILT print. Material changes shown on RCSI.		
Foreman's Signature	Date	
Initials	Cert. Date	
AS-BUILT COPY		

Requested Tel. Co. Set Pole? []		Requested Tel. Co. Transfer? []	
PERMIT REC'D	WMD []	RR XING []	DR. DIST. []
	CITY []	COUNTY RD []	COUNTY AIR []
POLE LINE FT.	POLE LINE FT. ON TRANSMS. POLES:	TRENCH FT.	Work with SMW? []
Design/Stack? []	CT/Special Mty? []	Survey/Stack? []	Tree Access? []
Tree Staking Rec'd? []		DUCT BANK FT.	
FAA []		Request CATV Transfer? []	



Job Owner:	Francesca Wright	M/A: WB	Township: 43 Range: 43 Section 05
Designer:	Brad Robinson		
Date:	02/03/2025		
Scale: 1" = 50'			
Dwg No. 13076962_11x17 OH.xml	Map No. C0447		
4210 N AUSTRALIAN AVE, WEST PALM BEACH, FL, 33407			
Page 2 of 2			



FEEDERS: NORTHWOOD 00338 [] INACCESSIBLE [] 12KV [] 13KV [] FUTURE 23KV [] 23KV [] FUTURE 25KV [] 25KV [] SALT SPRAY [] ROCK