

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

Meeting Date: September 16, 2025	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	<u>Department of Public Safety</u>	
Submitted By:	<u>Department of Public Safety</u>	
Submitted For:	<u>Division of Emergency Management</u>	
=====		

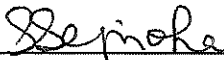

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an agreement with Florida Power & Light Company (FPL) to receive \$275,000 for the Radiological Emergency Preparedness (REP) Program for the period October 1, 2024 through September 30, 2026.

Summary: FPL will provide Palm Beach County \$275,000 over two years, for the Palm Beach County Public Safety Department's Division of Emergency Management REP Program, in accordance with U.S. Nuclear Regulatory Commission Provision (NRC) 10 CFR Parts 50 and 70, NRC guidance documents NUREG 0654 and Florida Statute, Chapter 252. The agreement is retroactive to October 1, 2024 due to a delay in the agreement terms, amount, and approval process on behalf of FPL. The FPL agreement will continue to fund an Emergency Management Specialist III position (pay grade 38) that oversees the REP program, which includes planning, training, and exercises. If funding ceases, the REP Program and position will be evaluated. However, the County's REP program has been funded for over 20 years through renewal of this agreement and there are no anticipated changes. The agreement is renewed every two (2) years. **No County match is required.** Countywide (DB)

Background and Justification: The State Comprehensive Emergency Management Plan Annex R identifies Palm Beach County to be in the Ingestion Pathway Zone (IPZ) risk area and designates us as a "host county" responsible for receiving, monitoring, and sheltering evacuees in the event of a radiological emergency at the St. Lucie Nuclear Power Plant. Federal and state legislation require FPL to compensate government agencies for all radiological emergency preparedness activities, including planning, training, and exercises.

Attachment:
1. Agreement with FPL
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Recommended By:	<u></u>	<u>8/21/25</u>
	Department Director	Date
Approved By:	<u></u>	<u>8/25/25</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
Personal Services	\$137,500	\$137,500			
Operating Expenses					
Capital Outlay					
External Revenues	(\$137,500)	(\$137,500)			
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	0	0			

ADDITIONAL FTE

POSITIONS (Cumulative)

Is Item Included in Current Budget?

Yes X

No

Does this item include the use of Federal Funds?

Yes

No	<u>X</u>
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Does this item include the use of State Funds?

Yes _____

No	<u>X</u>
No	X

Budget Account Exp No: Fund 1439 Department 662 Unit 7180 Object Various

Rev No: Fund 1439 Department 662 Unit 7180 Source 6694

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

Grant: Radiological Emergency Preparedness Grant


Fund: Radiological Emergency Preparedness-FPL

Unit: Radiological Emerg. Program

Departmental Fiscal Review:

II. REVIEW COMMENTS

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


 CB 8172 APR 8122 OFMB 8/22/2005 PA 8122

Control Comments:

Kunde Jack 8/25/25

Contract Administration 268.25.25

B. Legal Sufficiency:

 5/21/21
Assistant County Attorney

C. Other Department Review:

Department Director

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

**AGREEMENT FOR
Radiological Emergency Preparedness Program
(AGREEMENT No. _____)**

This AGREEMENT is made as of the 16th day of September, 2025, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Florida Power and Light Company, 700 Universe Blvd. Juno Beach FL, 33408, a corporation authorized to do business in the State of Florida, hereinafter referred to as the UTILITY.

PURPOSE

Certain responsibilities have been defined by the U.S. Nuclear Regulatory Commission (hereinafter "NRC") in certain provisions of 10 CFR Parts 50 and 70 and in the NRC guidance document NUREG 0654, FEMA-REP-1, Revision 1, "Criteria for Preparation and Evaluation of Radiological Emergency Response Plans and Preparedness in Support of Nuclear Power Plants." There exists a possibility of duplication of effort in meeting those responsibilities by the UTILITY and COUNTY. The resulting increased financial burden on taxpayers and consumers can be avoided by the development of a cooperative relationship between state and local public agencies and the nuclear power utility. The COUNTY is authorized, in Sections 252.35 and 252.60 of Florida Statutes, to participate in such cooperative relationships and is further authorized, in Section 252.37 of Florida Statutes, to accept services, equipment, supplies, materials, or funds for emergency management. The purpose of this AGREEMENT is to define certain aspects of the relationship between the COUNTY and the UTILITY.

The NRC regulations and guidance cited above are incorporated as requirements in this AGREEMENT by reference. All activities that are the subject of the AGREEMENT shall comply with those requirements (hereinafter "Federal Emergency Preparedness Requirements").

In consideration of the mutual promises contained herein, the COUNTY and the UTILITY agree as follows:

ARTICLE 1 - SERVICES

The COUNTY shall be responsible for participation in the following Radiological Emergency Preparedness (REP) activities:

- A. The COUNTY'S responsibilities shall include coordination with the UTILITY in the development, maintenance and implementation of an emergency preparedness program in support of the UTILITY's nuclear power program. The COUNTY shall perform those actions associated with maintaining emergency preparedness as described in the Federal Emergency Preparedness Requirements and implemented in Annex A of the State Comprehensive Emergency Management

Plan and other implementing procedures. The COUNTY agrees to implement these requirements professionally and successfully in maintaining the COUNTY in a state of readiness.

- B. The COUNTY shall maintain current radiological emergency plans and implementing procedures for the COUNTY as required by Federal Emergency Preparedness Requirements.
- C. COUNTY personnel assigned emergency response duties shall successfully complete radiological emergency training as required by Federal Emergency Preparedness Requirements and Chapter 15 of Annex A of the State Comprehensive Emergency Management Plan. Documentation of training shall be maintained and made available for inspection upon the request of the UTILITY.
- D. The COUNTY shall participate in Radiological Preparedness and Response exercises and the evaluation thereof.
- E. The UTILITY shall furnish to the COUNTY copies of Federal Emergency Preparedness Requirements and any revisions thereto within ninety (90) days following enactment.
- F. The COUNTY shall invoice the UTILITY per the funding section of this AGREEMENT. The COUNTY shall, upon written request, submit a financial report that provides the status of the expenditures covered by the AGREEMENT current at time of billing.

ARTICLE 2 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this AGREEMENT; (2) Florida State Statute 252.60; (3) 44CFR350 - FEMA REP Program Manual, v. December 2023.

ARTICLE 3 - SCHEDULE

The AGREEMENT shall commence on October 1, 2024, and terminate on September 30, 2026.

ARTICLE 4 - PAYMENTS

Funding will be provided to the COUNTY by the UTILITY to enable the COUNTY to carry out its responsibilities above, comply with Federal Emergency Preparedness requirements, and carry out the provisions of the emergency plan mandated thereby.

The parties have agreed to the funding amounts as detailed below. The funding provides that the COUNTY will require the sum of \$137,500 for fiscal year 2024/2025 and \$137,500 for fiscal year 2025/2026 to carry out their responsibilities hereunder.

The UTILITY shall pay the COUNTY, upon invoice, an annual amount not to exceed the amount specified below for the reimbursement of costs incurred in the performance of duties associated with maintaining radiological emergency preparedness for the COUNTY. Such costs shall only include reasonable and necessary costs associated with maintenance of radiological emergency preparedness for the COUNTY:

Fiscal Year October 2024 through September 2025	\$ 137,500.00
Fiscal Year October 2025 through September 2026	\$ 137,500.00
NOT TO EXCEED AMOUNT	\$ 275,000.00

Upon receipt of a COUNTY invoice in October and April of each year, the UTILITY shall advance 50% of that fiscal year's budget amount to the COUNTY. For each year covered under this AGREEMENT, the UTILITY shall provide funding to the COUNTY semi-annually in the same manner.

The COUNTY agrees that funds needed for the correction of any "deficiency or finding" as defined by the Federal Emergency Preparedness Requirements, in the COUNTY's plans or program will be offset with existing funds from the current approved budget. Funds necessary to implement changes required by the Federal Emergency Preparedness Requirements, Annex A of the State Comprehensive Emergency Management Plan, or local operating procedures will be offset with existing funds to the extent practical. The UTILITY and COUNTY shall review and agree on any supplemental funds that may be necessary to meet the change.

At the end of the term of this AGREEMENT, the COUNTY shall reflect all remaining unused funds as funds carried forward and apply such funds to any additional term of this AGREEMENT, as appropriate.

Pursuant to Section 216.347, Florida Statutes, the COUNTY agrees that no funds from this AGREEMENT will be expended for the purpose of lobbying the Legislature or a State agency.

The UTILITY shall be responsible for providing all funding under this AGREEMENT to the COUNTY.

ARTICLE 5 – ACCESS AND AUDITS

The County shall, at any time during normal business hours and with five (5) business days advance notification, make available for examination to UTILITY and any of its duly authorized representatives, all of the records and data with respect to all matters covered by this AGREEMENT. The COUNTY shall, upon written request of the UTILITY, provide an annual audited financial statement at the end of the AGREEMENT period.

The COUNTY shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this AGREEMENT for a period of three (3) years

after the date of submission of the final expenditure report. Or, if an audit has been initiated during the term of this AGREEMENT and audit finding have not been resolved, the records shall be retained until resolution of the audit findings. In addition, the COUNTY shall maintain time and attendance records for all salary costs charged to this AGREEMENT.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transaction, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the UTILITY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 -2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

ARTICLE 6 - TERMINATION

This AGREEMENT may be terminated by the UTILITY upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this AGREEMENT through no fault of the UTILITY.

Either party may terminate this AGREEMENT in whole or in part without cause, by providing sixty (60) days' notice in writing to the other party.

ARTICLE 7 – PERSONNEL

The COUNTY shall maintain personnel with the appropriate training and proficiency in the field of Radiological Emergency Preparedness (REP) as defined by the Federal Emergency Management Agency (FEMA) needed to perform work stated herein. The COUNTY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 8 - SUBCONTRACTING

To complete its responsibilities, the COUNTY reserves the right to use qualified contract labor if and when necessary.

ARTICLE 9- FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will provide an exemption certificate upon request.

ARTICLE 10 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to complete the COUNTY's responsibilities under ARTICLE - 1 SERVICES is contingent upon the UTILITY'S payments as outlined in ARTICLE 4 - PAYMENTS.

ARTICLE 11 - INSURANCE REQUIREMENTS

The COUNTY is self-insured and able to meet financial obligations for insurance in accordance with Florida State Statute subject to the limitations of 768.28 FS as amended.

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by law and without waiving the right to sovereign immunity, the COUNTY shall be liable only to the extent allowed by Section 768.28, Florida Statute, for its negligent acts or omissions of its own employees, agents or officers.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The COUNTY and the UTILITY each binds itself and its partners, successors, executors, administrators and assigns to the other party of this AGREEMENT and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT. Except as above, neither the COUNTY nor the UTILITY shall assign, sublet, convey, or transfer its interest in this AGREEMENT, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the UTILITY.

ARTICLE 14 - REMEDIES

This AGREEMENT shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the AGREEMENT will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this AGREEMENT, including but not limited to any citizen or employees of the COUNTY and/or UTILITY.

ARTICLE 15 - CONFLICT OF INTEREST

The UTILITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, F.S. and the Palm Beach COUNTY Code of Ethics.

The UTILITY shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the UTILITY's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the UTILITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the UTILITY. The COUNTY agrees to notify the UTILITY of its opinion by certified mail within thirty (30) days of receipt of notification by the UTILITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the UTILITY, the COUNTY shall so state in the notification and the UTILITY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the UTILITY under the terms of this AGREEMENT.

ARTICLE 16 - PERFORMANCE DURING EMERGENCIES / EXCUSABLE DELAYS

The scope of services performed by the COUNTY and the UTILITY under the terms of this AGREEMENT are specifically designed to be executed during an emergency as defined by the COUNTY'S comprehensive emergency management plan and the UTILITY'S emergency preparedness plan.

ARTICLE 17 - ARREARS

The UTILITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any AGREEMENT, debt, obligation, judgment, lien, or any form of indebtedness. The UTILITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this AGREEMENT.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The UTILITY agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this AGREEMENT which have been created as a part of the UTILITY's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the UTILITY or by or in conjunction or consultation with any other party whether or not a party to this AGREEMENT, whether or not in privity of AGREEMENT with the COUNTY or UTILITY, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, F.S., all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the UTILITY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this AGREEMENT for the COUNTY, or at the COUNTY'S expense, shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, AGREEMENTs, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this AGREEMENT and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this AGREEMENT, all documents, records, report and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 – 2-440 as amended.

ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP

The UTILITY does not have the power or authority to bind the COUNTY in any promise, AGREEMENT, or representation other than specifically provided for in this AGREEMENT.

ARTICLE 20 - PUBLIC RECORDS

UTILITY acknowledges that it has familiarized itself with the requirements of Chapter 119, Florida Statute and other requirements of state law applicable to public records not specifically set forth herein. Failure of the UTILITY to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this AGREEMENT. COUNTY shall have the right to exercise any and all remedies available to it for breach of AGREEMENT, including but not limited to, the right to terminate for cause.

IF THE UTILITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE UTILITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

ARTICLE 21- NON-DISCRIMINATION

The COUNTY is committed to assuring equal opportunity in the award of AGREEMENT and complies with all laws prohibiting discrimination. Pursuant to Palm Beach COUNTY Resolution R-2025-0748, as may be amended, the UTILITY warrants and represents that throughout the term of the AGREEMENT, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information.

ARTICLE 22- AUTHORITY TO PRACTICE

The UTILITY hereby represents and warrants that it has, and will continue to maintain, all licenses and approvals required to conduct its business; and, that it will, at all times, conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this AGREEMENT or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this AGREEMENT, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this AGREEMENT shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this AGREEMENT or performing any work in furtherance hereof, the UTILITY certifies that it, the UTILITY have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into this AGREEMENT or performing any work in furtherance hereof, the UTILITY certifies that it, the UTILITY have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b) if the UTILITY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this AGREEMENT may be terminated at the option of the COUNTY.

ARTICLE 26 - MODIFICATIONS OF WORK

The COUNTY reserves the right to modify work performed under the terms of this AGREEMENT in a manner that best suits the needs of the COUNTY. Specifically, the COUNTY may modify work performed under this AGREEMENT pursuant to the requirements set forth in the FEMA REP Program Manual, December 2019, without permission of the UTILITY, in support of COUNTY's Comprehensive Emergency Management Plan and the COUNTY'S Nuclear Power Plant Emergency Hazard Specific Plan.

ARTICLE 27 - NOTICE

All notices required in this AGREEMENT shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Mary Blakeney, Director
Palm Beach County Division of Emergency Management
20 South Military Trail
West Palm Beach, FL 33415

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the UTILITY agree that this AGREEMENT sets forth the entire AGREEMENT between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the AGREEMENT may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 29 - Modifications of Work.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

The UTILITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. UTILITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 30 - TITLE TO EQUIPMENT

Any equipment purchased by the County under this AGREEMENT shall be the property of the County. This equipment is to be used for the activities described herein for the term of this AGREEMENT and subsequent AGREEMENTS between the parties. Upon termination of the AGREEMENTs and cessation of the County's activities, the equipment will remain the property of the County.

ARTICLE 31 – HUMAN TRAFFICKING AFFIDAVIT

UTILITY warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. UTILITY has executed Exhibit A, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, on this day 16th, of September 2025; in Palm Beach County Florida, on behalf of the COUNTY, and the UTILITY have executed this AGREEMENT on the day and year above written.

ATTEST
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Maria Marino, Mayor


WITNESSES:

ENTITY:


Signature

FLORIDA POWER & LIGHT
Company Name

RICHARD ELLIOT
Name (type or print)


Signature



Signature

Carlos Santos
Typed Name

Jennifer Boquin
Name (type or print)

Site Vice President, St. Lucie Nuclear Plant
Title

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Department Director

CONTRACT EXHIBIT A

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Florida Power & Light
(Consultant) and attest that Consultant 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)
representative)

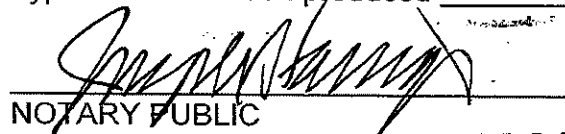
Carlos Santos, Site Vice President, St. Lucie Nuclear
(printed name and title of officer or

State of Florida, County of Palm Beach

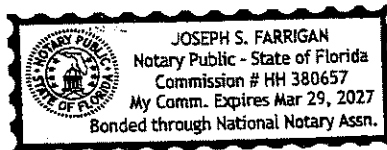
Sworn to and subscribed before me by means of ☒ physical presence or ☐ online
notarization this, 18th day of AUGUST, 2025, by JOSEPH S. FARRIGAN

Personally known ☒ OR produced identification ☐.

Type of identification produced _____



NOTARY PUBLIC
My Commission Expires:
State of Florida at large



(Notary Seal)