Agenda Item:
5A-3

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: September 15, 2026	**[ ] Consent**	**[X] Regular**
	[ ] Workshop	**[ ] Public Hearing**
Submitted By: Department of Airports		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

(A) Non-residential Optional Supplemental Power Services Agreement (Agreement) with Florida Power & Light Company (FPL), a Florida corporation, for the provision of supplemental power services to the President Donald J. Trump International Airport (DJT) terminal facilities for a 20-year term, commencing upon the completion of installation of new generator equipment at DJT (Commercial Operation Date) for a monthly utility service fee of $267,430, plus fuel costs; and

(B) Statement of Work (SOW) for the Agreement providing technical specifications for the generator equipment and clarifying various provisions of the Agreement.

Summary: The Agreement provides for the installation, maintenance and operation of power generation equipment (FPL Equipment) capable of powering DJT terminal facilities at full capacity for up to 72 hours. The generator will also have sufficient capacity to power the Department of Airport's (Department) Administrative Offices. FPL will remotely monitor the FPL Equipment 24 hours per day, 7 days per week for system health, perform all required maintenance and repair, and provide the necessary fuel for operation of the FPL Equipment. In addition, the Agreement requires FPL to provide temporary power generation equipment in the event of a failure of the FPL Equipment. The term of the Agreement will commence on the Commercial Operation Date, which is anticipated to be approximately 110 weeks from the effective date of the Agreement. The form of the Agreement is mandated by the Florida Public Service Commission and cannot be modified. The SOW outlines the technical requirements for the FPL Equipment and provides for clarification of various terms of the Agreement.. The DJT terminal facilities are currently served by generator equipment owned by the County, which are only capable of operating life safety systems in the event of a power outage. In the event of a significant power outage, airline operations would be suspended pending restoration of normal power to airline facilities and systems, including, but not limited to, baggage handling system equipment and passenger loading bridges. Payment for services will be included on the monthly electric utility invoice in the amount of $267,430, plus fuel costs, which is estimated to be approximately $2,500 per month. Upon installation of the new FPL Equipment, the County will have the opportunity to enter into an agreement to participate in FPL's Commercial/Industrial Demand Reduction (CDR) Program, which is anticipated to reduce the cost of service by approximately $31,642 per month. The Agreement includes non-standard limitations of liability, indemnification, attorney fees and insurance provisions that differs from that adopted for use by the County under PPM #CW-F-049. The Risk Management Department and County Attorney's Office have reviewed the non-standard provisions and advised staff accordingly. The Agreement requires the County indemnify FPL from and against all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property to the extent arising out of or connected with the Agreement, except for FPL's own negligence, gross, negligence or willful misconduct. Given the type of services being performed under the Agreement, staff is recommending approval. Pursuant to changes to Chapter 332, Florida Statutes, a governing body of a medium hub commercial service airport may not approve purchases of contractual services in excess of $1,000,000 on a consent agenda. The Agreement exceeds the threshold amount and must be approved on the regular agenda. **Countywide (SB)**

Background and Policy Issues: The existing generator equipment serving the DJT terminal facilities is approaching the end of its useful life, requiring replacement, and is not capable of operating critical airline facilities and systems during a power outage. FPL offers alternative power generation equipment as a part of its Resiliency as a Service Program. Approval of this item will provide for the installation of alternative power generator equipment capable of powering the DJT terminal facilities at full capacity, ensuring the continuity of airline operations in the event of a significant power outage or interruption. The generator will also have sufficient capacity to power the Department's Administrative Offices, eliminating the need to replace the existing generator when replacement is required. The cost of comparable equipment and services provided by the County has been estimated to be approximately $72 million, excluding any potential load control savings and fuel costs.

Attachments:

1. Non-residential Optional Supplemental Power Services Agreement
2. Statement of Work (SOW) & Appendices A, B, C, D & E to the SOW)

Recommended By: Laura Beebe 8/20/26
Department Director Date

Approved By: [signature] 8/25/26
Chief Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs				$3,239,160	$3,329,160
Operating Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT				$3,239,160	$3,329,160
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in the Proposed Budget? Yes ___ No X

Does this item include the use of federal funds? Yes ___ No X

Does this item include the use of state funds? Yes ___ No X

Budget Account No: Fund 4100 Department 120 Unit 2430 Object 4301

Reporting Category ________

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

The fiscal impact above assumes the Commercial Operation Date will commence on October 1, 2028, which is comprised of annual service fees of $3,209,160 and $30,000 in annual fuel charges.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

OFMB

Contract Dev. and Control 8/24/24

B. Legal Sufficiency:

8/24/26

Assistant County Attorney

C. Other Department Review:

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

NON-RESIDENTIAL OPTIONAL SUPPLEMENTAL POWER SERVICES AGREEMENT

THIS Non-Residential Optional Supplemental Power Services Agreement ("Agreement") is made and entered into this 15th day of September 2026 by and between Palm Beach County, a political subdivision of the State of Florida, having its principal office at 846 Airport Center Drive, Attn: Director of Airports, West Palm Beach, Florida 33406 (hereafter, the "Customer") and Florida Power & Light Company, a Florida corporation, having offices at 700 Universe Boulevard, Juno Beach, Florida 33408 (hereafter "Company") (each a "Party" and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to, the Optional Supplemental Power Services Rider, Rate Schedule OSP-1, as approved or subsequently revised by the FPSC (hereafter the "Rider") and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter refered to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not defined herein shall have the meaning set forth in the Electric Tariff.

WHEREAS, the Customer hereby applies to Company for receipt of service, as more specifically described in a Statement of Work ("SOW") for the purpose of providing an alternative source of power supply and/or power conditioning service in the event Customer's normal electric supply is disrupted (hereafter the "Service"), at the commercial service terminal located at 1000 James L Turnage Blvd, West Palm Beach, FL 33406, on the President Donald J. Trump International Airport, and to the Palm Beach County Department of Airports Administrative Offices located at 846 Airport Center Drive, West Palm Beach, FL 33406 (collectively, the "Facility").

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. **Effective Date**. This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.

2. **Term of Agreement**. The term of this Agreement will commence on the Effective Date and will continue for 20 years following the Commercial Operation Date as defined in Section 4(a) below (the "Term").

3. **Scope of Services**. Company will design, procure, install, own, operate and provide maintenance to all alternative sources of power supply and/or power conditioning equipment ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be a fixture or otherwise part of the Facility, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer.

4. **Design and Installation**. Company will design, procure, and install the Equipment pursuant to the requirements of the SOW.

    (a) Commercial Operation. Upon completion of the installation of the applicable Equipment in accordance with the requirements of the SOW, Company shall deliver to Customer a notice that the Equipment is ready for commercial operation, with the date of such notice being the "Commercial Operation Date".

    (b) Commencement of Monthly Service Payment Upon Commercial Operation Date. Customer's obligation to pay the applicable Customer's monthly Service payment, plus applicable fuel charges and taxes due from Customer pursuant to Section 6 (Customer Payments), shall begin on the Commercial Operation Date and shall be due and payable by Customer pursuant to the General Rules and Regulations for Electric Service.

5. **Equipment Maintenance; Alterations**. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for repairs that are the Customer's financial responsibility under

Section 12(c), due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not manually operate or test Equipment, move, modify, remove, adjust, alter or change in any material way the Equipment, or any part thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 5 by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.

6. **Customer Payments**.

(a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Any monthly fuel charges specified in the SOW will be in addition to the Monthly Service Payment. Monthly fuel charges, if applicable, will be recalculated annually by Company in accordance with the Rider, and such recalculated monthly fuel charges shall be effective upon written notice to Customer. Applicable taxes will also be included in or added to the Monthly Service Payment and any fuel charges. In the event that Company agrees to a Customer's request to connect Equipment on the Company's side of the billing meter, energy provided by such Equipment will be billed under the Customer's otherwise applicable general service rate schedule.

(b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of $5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law. Further if the Customer fails to make any undisputed payment owed the Company hereunder within five (5) business days of receiving written notice from the Company that such payment is past due, Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the preceeding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.

7. **Customer Credit Requirements**. At the discretion of the Company and subject to the confidentiality obligations set forth in this Agreement, Company may request and Customer shall provide Company with the most recent financial statements of each of the Customer and/or its parent company and with such other documents, instruments, agreements and other writings to determine the creditworthiness of Customer. The Company may also use debt ratings provided by the major credit rating agencies or consult other credit rating services to determine Customer creditworthiness. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in Sheet No. 9.440 of the Company's Electric Tariff for the surety bond and Sheet Nos. 9.430 and 9.435 of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 13(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.

8. **Grant of Easement to Company**. Customer hereby grants Company an access easement to the Facility sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Facility to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access"). Upon execution of this Agreement and the Parties agreement to the Equipment location, Company shall obtain a legal description of the necessary Access locations and provide Customer with an applicable easement form for Customer's approval and

signature. The Customer must also obtain and provide mortgage subordinations, as necessary to protect the Company's right of Access. Upon receiving the signed easement form and any associated mortgage subordinations, the Company shall record Company's easement rights in the public records of the County where the Facility is located. All such costs related thereto shall be the included as part of calculating the Customer's Monthly Service Payment. Failure to provide the above requested documents in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Customer agrees that it will not interfere with Company's right of access to the Facility as reasonably necessary for (i) Company's laydown and installation of the Equipment, (ii) Company's maintenance and/or removal of Equipment, and (iii) Company's performance of the Service.

9. **Company Operation and Testing of Equipment**. The Company shall have the exclusive right to manually and/or remotely operate the Equipment, and, except as expressly provided in the SOW, has the right to manually and/or remotely operate the Equipment at all times it deems appropriate, including, but not limited to, for the purpose of testing the Equipment to verify that it will operate within required parameters.

10. **Customer Responsibilities**. Except for an agreed upon Change (as defined in the SOW), the Customer shall not modify its electrical system at the Facility in a manner that exceeds the capacity of the Equipment. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Facility. The Customer shall be obligated, at its sole expense, to keep the Facility free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to Section 9, or (iii) cause damage to the Equipment.

11. **Permits and Regulatory Requirements**. Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permits.

12. **Title and Risk of Loss**.

    (a) Title. The Customer agrees that Equipment installed at the Facility is and will remain the sole property of Company unless and until such time as the Customer exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 12(a). The Parties agree that the Equipment is personal property of Company and not a fixture to the Facility and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions, as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Facility.

    (b) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Facility.

    (c) Risk of Loss to Equipment (Customer Responsibility). **CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE FACILITY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS EMPLOYEES, CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 18(b) OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY, A "CUSTOMER**

CASUALTY"). Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.

(d) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

13. Expiration or Termination of Agreement.

(a) **Early Termination for Convenience by Customer.** Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least one-hundred eighty (180) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment less any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under Section 7 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Company. Company retains the right to invoice Customer based upon actual salvage value within one-hundred eighty (180) days of the date of the Company's removal of Equipment.

(b) **Early Termination by Company for Convenience or by Company Due to Change in Law.** The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least one-hundred eighty (180) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer as a result of FPSC actions or change in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this Section 13(b), Customer must choose to either: (i) Purchase the Equipment upon payment of (A) a transfer price mutually agreeable to Company and Customer, plus (B) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (C) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (D) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination, minus (E) any cash security held by the Company under this Agreement; or (ii) Request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment.

(c) **Early Termination of Agreement for Cause**. In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within five (5) business days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer; (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 20, Customer sells, transfers or otherwise disposes of the Facility; (v) Customer or any guarantor of Customer's obligations or liabilities hereunder ("Guarantor") sells, transfers or otherwise dispose of all or substantially all of its assets; (vi) Customer or Guarantor enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes as assignment for the benefit of creditors; (vii) any representation or warranty made by Customer or Guarantor or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; or (viii) Customer removes or allows a third party to remove, any portion of the Equipment from the Facility.

i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Facility (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.

ii. Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to Section 13(e), or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(d) **Expiration of Agreement**. At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer, (ii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) plus applicable taxes, plus any outstanding Monthly Service Payments, fuel charges and applicable taxes, for Service provided to Customer prior to the expiration of the Term, or (iii) to request that Company remove the Equipment and for Customer to pay Company the Termination Fee. In the event that Customer fails to make a timely election, Customer shall be deemed to have elected the request for Company to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If options (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the expiration of the then current Term, the Agreement will auto-renew on a month-to-month basis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the date Customer provides written notice to Company to change its election to option (iii) above.

(e) **Customer Purchase Option**. Pursuant to a purchase option under Section 13(c), Section 13(d), or Section 20, the Customer may elect to purchase and take title to the Equipment upon payment of (i) the greater of (A) Company's unrecovered capital cost of the Equipment, or (B) the mutually agreed upon fair market value of the Equipment, plus (ii) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (iii) any outstanding Monthly Service

Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (iv) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination; minus (v) any cash security held by the Company under this Agreement. Company will invoice Customer the purchase option price within thirty (30) days of Customer's election of the purchase option, due and payable by Customer within thirty (30) days of the date of such invoice. If Customer and Company cannot reach agreement as to the fair market value of the Equipment within thirty (30) days of Customer's election of the purchase option, then such purchase option will expire and Customer must proceed subject to and pay the Termination Fee pursuant to Section 13(a).

(f) **Termination of Easements**. Following expiration or termination of this Agreement and satisfaction of all Customer obligations under this Section 13, Company shall provide Customer with a release of Easements in a form mutually agreed upon between the Parties.

14. Warranty and Representations.

(a) Company's Disclaimer of Express and/or Implied Warranties. **CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE FACILITY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.**

(b) Customer Representations and Warranties. The Customer represents and warrants that (i) the Facility at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Facility will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Facility is accurate and complete; (iv) Customer holds title to the real property on which the Facility is located or has the right of possession of the real property on which the Facility is located for the Term; and (v) Customer has the right to grant Company easement rights related to the real property on which the Facility is located, or has the right to require the owner of the real property on which the Facility is located to grant Company such easement rights.

15. LIMITATIONS OF LIABILITY.

(a) **IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.**

(b) **SUBJECT TO SECTION 15(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.**

(c) **THE LIMITATIONS OF LIABILITY UNDER SECTION 15(a) AND SECTION 15(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 18(c).**

Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 15.

Agreed and accepted by Customer: _____ (Initials)

16. **Force Majeure**. Force Majeure is defined as an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Facility or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement). If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 16 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.

17. **Confidentiality**. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by a disclosing Party or otherwise ("Disclosing Party"), which is disclosed to a receiving Party ("Receiving Party"). Confidential Information shall not be used for any purpose other than for purposes of this Agreement. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard. Except to the extent required by applicable law, Customer shall not make any public statements that reference the name of Company or its affiliates without the prior written consent of Company.

18. **Insurance and Indemnity**.

(a) Insurance to Be Maintained by the Company.

i. At any time that the Company is performing Services under this Agreement at the Customer Facility, the Company shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million ($1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million ($1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million ($2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million ($1,000,000.00) Dollars per accident, by disease and per policy and per employee.

ii. Upon the request of Customer, the Company shall provide the Customer with insurance certificates which provide evidence of the insurance coverage under this Agreement.

iii. Notwithstanding any other requirement set forth in this Section 18(a), Company may meet the above required insurance coverage and limits with any combination of primary, excess, or self-insurance. In the event Company self-insures any of the above required coverages, Company will provide Customer with a letter of self-insurance upon written request by Customer.

(b) Insurance to Be Maintained by the Customer.

i. The Customer, during and throughout the Term of this Agreement, shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million ($1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million ($1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million ($2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million ($1,000,000.00) Dollars per accident, by disease and per policy and per employee. With respect to insurance required in (i), (ii), and (iii) above, Customer shall name Company as an additional insured and provide a waiver of subrogation in favor of Company.

ii. In the event Customer is subject to Section 728.28 Florida Statute, Customer acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that Customer is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of Two Hundred Thousand ($200,000.00) Dollars per person and Three Hundred Thousand ($300,000.00) Dollars per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Customer shall also maintain workers' compensation insurance in accordance with Chapter 440, Florida Statute. Coverage shall also include Employers' Liability coverage with limits of One Million ($1,000,000.00) Dollars per accident.

(c) Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

19. **Non-Waiver**. The failure of either Party to insist upon the performance of any term or condition of this Agreement or to exercise any right hereunder on one or more occasions shall not constitute a waiver or relinquishment of its right to demand future performance of such term or condition, or to exercise such right in the future.

20. **Assignment**. Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 7 (Customer Credit Requirements), the Customer has the option to purchase the Equipment pursuant to Section 13(e) or, this Agreement may be assigned by the Customer to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Customer and the Company in writing. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and Company.

21. **Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial**. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District of Florida only, as may be applicable under controlling law, shall decide any unresolved claim or other matter in question between the Parties to this Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND

INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

22. **Modification**. No statements or agreements, oral or written, made prior to the date hereof, shall vary or modify the written terms set forth herein and neither Party shall claim any amendment, modification or release from any provision hereof by reason of a course of action or mutual agreement unless such agreement is in writing, signed by both Parties and specifically states it is an amendment to this Agreement.

23. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

24. **Survival**. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.

25. **Notices**. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement, and with respect to Company, sent to the attention of Francisco Sanchez. Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.

26. **Further Assurances**. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.

27. **Governmental Entities**. For those Customers which are a governmental entity of the State of Florida or political subdivision thereof ("Governmental Entity"), to the extent the Governmental Entity is legally barred by Florida state or federal law from executing or agreeing to any provision of this Agreement, then such provision of this Agreement will be deemed modified to the extent necessary to make such provisions consistent with Florida state or federal law. The remainder of this Agreement shall not be affected thereby and will survive and be enforceable.

28. **Entire Agreement**. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written or implied, regarding the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida

By: ______________________________
Sara Baxter, Mayor

Attest:
Shannon Ramsey-Chessman, Clerk of the Circuit Court and Comptroller

By: ______________________________
Deputy Clerk

(Seal)

Florida Power & Light Company

DocuSigned by:
By: Pamela Rauch
4AF5BC8A355B4C2...
(Signature of Authorized Representative)

Pamela Rauch
(Print or Type Name)

Title: VP External Affairs & Economic Development
Date: 8/20/2026

Approved as to Form & Legal Sufficiency:

By: [signature]
County Attorney

Approved as to Terms and Conditions:

By: Laura Beebe
Director, Department Airports

STATEMENT OF WORK TO NONRESIDENTIAL OPTIONAL SUPPLEMENTAL POWER SERVICES AGREEMENT BETWEEN FLORIDA POWER & LIGHT COMPANY AND PALM BEACH COUNTY

This Statement of Work ("SOW") is made subject to and will be governed by the Non-Residential Optional Supplemental Power Services Agreement ("Agreement") by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter, the "Customer") and Florida Power & Light Company, a Florida corporation (hereinafter "Company") (each a "Party" and collectively the "Parties") and shall become effective on the date last signed below ("Effective Date"). Capitalized terms not otherwise defined herein have the definitions given to them in the Agreement.

A. **Objective**. The "Objective" of the Agreement and this SOW is to provide an alternative source of electrical power to the Commercial Service Passenger Terminal (Emergency and Optional Standby), located at 1000 James L Turnage Blvd, West Palm Beach, FL 33406, on President Donald J. Trump International Airport, and to the Palm Beach County Department of Airports Administrative Offices located at 846 Airport Center Drive, West Palm Beach, FL 33406.

B. Monthly Service Payment

1. Monthly Service Payment Amount: In accordance with Section 4 of the Agreement and subject to any adjustments mutually agreed to by Customer and Company in accordance with the terms and conditions of the Agreement, $267,430 per month will be added to Company electric utility account number 8259123803 on the Commercial Operation Date, plus applicable fuel charges and taxes due from Customer pursuant to Section 6 of the Agreement.

C. Description of Work

1. Project Description. Company shall provide Customer with an alternative source of power via a turnkey generator system to the following facilities owned and operated by Customer: the Commercial Service Passenger Terminal ("Main Terminal") (Emergency and Optional Standby) located at 1000 James L. Turnage Blvd, West Palm Beach, FL 33406 on President Donald J. Trump International Airport and to the Palm Beach County Department of Airports Administrative Offices located at 846 Airport Center Drive, West Palm Beach, FL 33406, as more particularly described in this SOW ("Project"). For purposes of this SOW, the term "Equipment" means the generator system, upgrades to the electrical distribution system, and related appurtenances to be designed, constructed, installed, operated, repaired and maintained by Company as provided for herein, including the provision of temporary power as may be required as a result of the failure of the Equipment. Based on site installation conditions and load data, Company shall provide a 5.625MW 15kV paralleled generator system with closed transition momentary parallel functionality and provisions for emergency temporary power in accordance with the provisions of this SOW.

2. Scope of Work. Company shall provide the services described in this Section C.2, which Company has determined is the labor, materials, equipment, and incidental services reasonably necessary to complete the Project. Any material additions to the scope of work

set forth below, including additional services, systems, infrastructure, approvals, studies, or redesigns not specifically identified herein, shall be subject to the Change Order provisions set forth in Section F.

a. Design Services. Company shall be responsible for all design and engineering services required for completion of the Project as listed below:

(1) Registered Professional Engineering Services, including provision of all design and construction documents (signed and sealed) required for the Project, including design for any required interconnection of the emergency generator manual remote emergency stop to the existing building(s) fire alarm system for monitoring and annunciation only and one fire alarm smoke detector and one fire alarm pull station for connection with building's fire alarm system for monitoring.

(2) The Project shall be designed to support the additional capacity of the Palm Beach County Department of Airports Administrative Offices plus 25% as follows 209kW * 1.25 = 261.25kW and has account number 8416685454. Pursuant to Section C.3 of this SOW, the Customer is responsible for electrical connection of its Administrative Offices to the Main Terminal electrical system.

(3) The following required utility and governmental approvals and permits necessary for completion of the Project:

i. Palm Beach County Building Department
   i. Building Permit
   ii. Electrical Permit
   iii. Site/Civil Permit
   iv. Structural Permit
   v. Low Voltage Permit

ii. Palm Beach County Environmental Resources Management (ERM)
   i. Environmental/Fuel Storage/Spill Containment Review

iii. Palm Beach County Fire Department
   i. Fire Plan Review
   ii. Fire Permit

iv. Florida Department of Environmental Protection (FDEP)
   i. Air Construction Permit
   ii. Air Operation Permit
   iii. Tank Permit

v. Federal Environmental Protection Agency (EPA)
   i. Spill Prevention, Control, and Countermeasure (SPCC) Plan

vi. Florida Power & Light
   i. Interconnection Approval
   ii. Witness Testing Approval

vii. Palm Beach County Department of Airports
   i. Airport Construction Approval

viii. Palm Beach County Department of Airports
   i. Operational Approval

ix. Federal Transportation Administration (TSA) / Airport Security

i. Security Credentialing

x. Federal Aviation Administration

i. Form 7460-1

ii. Determination of No Hazard

xi. Authority Having Jurisdiction

i. NFPA 110 Acceptance

ii. Final Occupancy / Final Completion

(4) Company acknowledges and agrees that all plans and specifications shall be subject to review by the Customer prior to submission for permits to ensure compliance with this SOW, applicable laws and security requirements applicable to work conducted at the Facility, including, but not limited to, the Airport Security Plan.

(5) The Project shall be designed in accordance with National Electrical Code (NEC) Article 700, Emergency Systems, and NEC 702 Optional Standby Systems requirements as further detailed in Appendix B.

b. Equipment Installation. Company shall cause the Equipment and all related appurtenances necessary for the proper operation of the Equipment, to be installed in such locations designated by Customer and approved by Company as follows:

(1) One (1) 3.125MW 480VY TIER 4 FINAL, DIESEL, POWERBLOCKS™ CERTIFIED FOR NON-EMERGENCY OPERATION IN THE STATE OF FLORIDA (FDEP) and THE U.S.A. (EPA), NFPA 110 COMPLIANT;

(2) One (1) 2.5MW expandable to 3.125MW 480VY TIER 4 FINAL, DIESEL, POWERBLOCKS™ CERTIFIED FOR NON-EMERGENCY OPERATION IN THE STATE OF FLORIDA (FDEP) and THE U.S.A. (EPA), NFPA 110 COMPLIANT;

(3) Two (2) 3.75MVA 480VY:13.2kVY PAD MOUNTED GENERATOR STEP-UP TRANSFORMERS;

(4) Two (2) PME-11 PAD MOUNTED METAL ENCLOSED SWITCHGEAR;

(5) One (1) 13.2kV 1200A SERVICE ENTRANCE RATED METAL CLAD PAD MOUNTED MEDIUM VOLTAGE PARALLELING SWITCHGEAR in E-HOUSE;

(6) Two (2) 4-WAY PAD MOUNTED VACUUM INTERRUPTER SWITCHGEAR;

(7) One (1) 150kVA 13.2kVY:480VY PAD MOUNTED STEP-DOWN TRANSFORMER; and

(8) One (1) CMU Wall Rated to 185MPH Wind Gust Resistance.

c. Upgrades to Electrical Distribution System. Company shall make all necessary upgrades to the Main Terminal's electrical distribution system to ensure the proper operation of the Equipment as listed below:

(1) Installing feeder conduits and wiring for generators and paralleling switchgear;

(2) Grounding system per NEC requirements;

(3) Coordination and short-circuit studies for proper breaker settings;

(4) Installing interior and exterior lighting for the generator building; and

(5) Installing lightning protection.

d. Generator Installation. Company shall provide all necessary services for the installation and commissioning of the Equipment as listed below:

(1) Transportation and installation of one (1) 5.625MW distributed generation system as outlined in paragraph C.2.b. of this SOW, in compliance with manufacturer specifications;
(2) Mounting and connecting paralleling switchgear for closed transition power transition during load management, system testing, and transfer from the distributed generation system back to the utility after an outage has occurred. Unpredicted utility outages will be an open transition in accordance with Article 700 and 702 of the NEC.;
(3) Conducting Equipment testing, startup, and commissioning to ensure proper operation of the Equipment;
(4) Providing training to Company/contractor personnel responsible for the operation and maintenance of the Equipment;
(5) Provide connection of the emergency generator manual remote emergency stop to the existing building fire alarm system for monitoring and annunciation;
(6) Provide one fire alarm smoke and one fire alarm pull station for connection with building's fire alarm system for monitoring; and
(7) Removal any vegetation within the construction area to the extent necessary for the installation of the Equipment and restoration of the construction area with materials of the same type and quality.

e. Temporary Power. Company shall be responsible for providing temporary generator supply and backup power as required by Section 5.C. of Appendix B to this SOW, which are listed below:

(1) Supplying temporary generator(s) as required for Emergency Power Supply System (EPSS) installation where required with a capacity sufficient to support the required EPSS load for the Facility;
(2) Providing and connecting all necessary cables, transfer switches, and grounding equipment;
(3) Providing on-call support for troubleshooting and adjustments;
(4) Coordinating with on-site personnel to ensure proper integration with the existing electrical system;
(5) Providing fuel for the operation of the temporary generator(s); and
(6) Removal of the temporary generator(s) upon completion of upgrades to the Equipment and restoration of affected areas to pre-installation condition.

f. Compliance and Permitting. In addition to Company's obligations for the permits and approvals set forth in Section C.2.a.3 above, Company shall:

(1) Ensure all work complies with all applicable laws, codes, standards and manufacturer specifications, including, but not limited to, the Florida Building Code (FBC), ASCE 7, NFPA 110, NEC, EPA applicable codes, and local historic preservation regulations;
(2) Coordinate inspections in advance with designated representatives of Customer and local authorities to ensure compliance with all applicable laws, codes,

standards and manufacturer specifications and Airport security requirements; and

(3) Ensure on-going compliance with all required FDEP requirements associated with fuel storage, including, but not limited to, notifications, inspections, and registration.

g. Construction Administration and Project Closeout. Company shall:

(1) Maintain a full-time onsite Resident Project Representative/Project Manager throughout construction to ensure compliance with approved Project plans and specifications;
(2) Respond to Requests for Information (RFIs) and provide clarifications as needed;
(3) Review and approve submittals, including shop drawings and material samples;
(4) Update construction documents based on field modifications; and
(5) Conduct final walkthrough and address any punch list items before Project closeout.

h. Estimated timeframe for installation. Installation of the Equipment is anticipated to be complete within approximately one hundred fourteen (114) weeks from the Effective Date of the Agreement in accordance with the milestones set forth in Appendix A, Project Milestones, which is attached hereto and incorporated herein by this reference.

i. Assumptions related to Equipment Specifications. The Parties agree that the Equipment specifications assume Authority Having Jurisdiction (AHJ) accepts the generator and switchgear locations designated for the Project by the Parties. Any changes to system location may result in the issuance of a Change Order in accordance with Section F of this SOW.

j. Assumptions related to System Design. The parties agree that the system design as shown in Appendix E assumes AHJ acceptance. Any changes to system design resulting in a cost increase to Company may result in issuance of a Change Order in accordance with Section F of this SOW.

k. Other Specific Permitting Requirements/Responsibilities. Company shall be responsible for normal emissions permitting and spill prevention and response plan ("Plan") with the Florida Department of Environmental Protection ("FDEP"). Company shall be fully responsible for all costs and expenses associated permitting and with implementation of the Plan, and any discharges caused by Company or its employees or contractors, including, but not limited to, costs of remediation and restoration of any Customer property damaged by such discharges.

l. Interconnection Specifications. Company shall ensure all work complies with all applicable laws, codes, standards and manufacturer specifications, including, but not limited to, Florida Building Code (FBC), ASCE 7.

m. Monitoring. Company, directly or through its subcontractors, will monitor the Equipment in accordance with the provisions of Section 5.C. of Appendix B to this SOW.

o. Customer Requests. Company will make commercially reasonable efforts to accommodate Customer requests for Equipment operations and testing.

p. Maintenance Services.

(1) Subject to the terms and conditions of this SOW and the Agreement, Company shall cause the Equipment, including any fire protection systems that are part of the Equipment, to be maintained and repaired in accordance with all applicable laws, codes, standards and manufacturer specifications throughout the Term of the Agreement, including, but not limited to the requirements of NFPA 110 Chapter 8, and Appendix B, Supplemental Provisions, Section 3 of this SOW. Company's maintenance requirements shall include routine preventative maintenance of the Equipment. Company shall provide Customer with its schedule of routine preventative maintenance activities at Customer's request.

(2) Company shall comply with the service level agreements set forth in Section 5 of the Agreement as clarified in Section 5.C. of Appendix B, Supplemental Provisions, of this SOW.

(3) Company shall provide Spill Prevention and Response Plan (SPRP) to Customer, as required by local permitting/approval authorities.

3. Out of Scope. The Parties agree that the following are not within the Company's scope of work under the Agreement:

a. IN NO EVENT DOES COMPANY WARRANT OR REPRESENT THAT THE SYSTEM WILL SATISFY OBLIGATIONS UNDER FLORIDA ADMINISTRATIVE CODE, SECTIONS 58A-5.036 OR 59A-4.1265, OR THAT COMPANY WILL PROVIDE ANY CERTIFICATIONS RELATED THERETO; PROVIDED HOWEVER THAT CUSTOMER MAY SUBMIT THE AGREEMENT AS AN ATTACHMENT TO ANY PLANS FILED BY CUSTOMER IN COMPLIANCE THEREWITH.

b. Land use attorney, Zoning approval.

c. Site Plan Approval.

d. Environmental Studies outside normal emissions permitting and spill prevention and response plan with FDEP.

e. Electrical connection of the Customer's Administration Offices to the Main Terminal electrical system.

f. Plumbing:
(1) Design and implementation of stormwater drainage systems

g. Design Responsibilities (Civil, Structural, Architectural, Mechanical, Plumbing):
(1) Plumbing design for stormwater systems.

h. Fire Protection Systems, except as otherwise provided in Section 2 of this SOW:

(1) Design and installation of fire alarm and fire suppression systems.

(2) Fire alarm control panels and devices.
(3) Smoke and heat detectors.
(4) Sprinkler or clean agent suppression systems (if required).
(5) Coordination with local fire departments and obtaining approvals or inspections as required for Fire Protection Systems.

D. Assumptions/Dependencies. Permitting authority will impose a sound attenuation requirement no more stringent than 75dB at the property line.

E. Responsibilities of Customer. Customer will use commercially reasonable efforts to timely report details (including insurance information) to Company in the event of any damage to the Equipment. Customer will use its commercially reasonable efforts to timely report details to Company and law enforcement authorities in the event of any damage to the Equipment that could reasonably be deemed to have been caused by third party negligence, willful misconduct or criminal activity.

F. Changes.

1. <u>Change Orders.</u> Company acknowledges and agrees that any written change in the SOW to be performed or provided by Company under the Agreement and the time for performance ("Change Order") may be issued by Customer in accordance with, and subject to the limitations of, Palm Beach County Policy CW-F-50, as may be amended ("Change Order Policy"), to address Customer-initiated changes, unforeseen conditions, Change in Laws (as hereinafter defined), or any other Project-related costs the Customer deems necessary or beneficial to the progression of the Project. Company acknowledges that Customer is under no obligation to approve any Change Order issued by Company and that decisions regarding its use shall not give rise to any claim of entitlement, challenge, or appeal by Company. In the event a Change Order exceeds the thresholds provided in the Change Order Policy, which provides for approval of Change Orders pursuant to delegated authority, Company acknowledges and agrees that such Change Order shall be subject to approval of the Palm Beach County Board of County Commissioners and shall not be effective unless and until such approval is obtained. The Parties acknowledge and agree that any reference to the Change Order Policy in this SOW is made solely to delineate internal limits of delegated authority for the approval of Change Orders and such reference shall not convert the Agreement or this SOW into, or otherwise constitute, a public construction contract or public work under Chapter 255, Florida Statutes. Customer acknowledges that Company is under no obligation to perform any work set forth in a Change Order unless and until the Change Order is approved in accordance the Change Order Policy pursuant to delegated authority or by the Palm Beach County Board of Commissioners as applicable.

2. <u>Customer Initiated Changes.</u> Upon receiving a request for a Customer initiated change to the scope of the work to be performed or provided by Company under the Agreement, Company may in its sole discretion prepare and deliver a proposed Change Order to Customer reflecting the proposed adjustment to the Monthly Service Payment and/or scheduling adjustment.

3. <u>Change in Laws.</u> If a change in applicable laws, rules regulations, ordinances or applicable

permits of any federal, state or local authority, or of any agency thereof results in an increase in the Company's cost to complete the Project and/or in the Company's time to complete the Project ("Change in Laws"), then Company may issue a proposed Change Order to Customer providing for an equitable adjustment to the Monthly Service Payment to satisfy the Change in Laws and/or time for completion of the Project, as applicable. In the event that Customer does not accept and approve the proposed Change Order within ninety (90) days of receipt, Company shall be permitted to terminate the Agreement, and Customer will be liable to pay Company the Termination Fee as described in Section 13(b) of the Agreement.

4. Customer-Caused Delay or Effect. Should the actions or inactions of Customer delay Company's time for completion of the Project or increase cost of the Project, Company shall promptly, but in no event more than thirty (30) days after Company becomes aware of such Customer-caused delay, time being of the essence, issue a proposed Change Order to Customer for approval, providing for an equitable adjustment to the Monthly Service Payment and/or time for completion of the Project. In the event that Customer does not accept and approve the Change Order within ninety (90) days of receipt, Customer shall be permitted to terminate this Agreement, and the Customer will be liable to pay Company the Termination Fee as described in Section 13(a) of the Agreement.

5. Unforeseen Conditions. After execution of the Agreement, the Parties acknowledge that there is a possibility of the existence of unforeseen conditions at or on Customer's premises that will adversely affect Company's ability to complete the Project. In the event that Company becomes aware of any such unforeseen condition, Company shall notify the Customer of the unforeseen condition, including a detailed description of such condition and provide a proposed Change Order to address the unforeseen condition, which shall detail the proposed adjustment to the Monthly Service Payment to address such unforeseen condition and/or the time for completion of the Project. Customer shall within ninety (90) days of such notification days either elect to: (i) approve Company's proposed Change Order to amend the Monthly Service Payment and/or the time for completion of the Project; or (ii) remedy, at Customer's sole expense, such unforeseen condition within a commercially reasonable period of time to allow the Project to be completed at no additional cost to Company. In the event that Customer fails to notify Company of its election within the aforementioned ninety (90) day period, Company shall be permitted to terminate the Agreement and Customer will be liable to pay Company the Termination Fee as described in Section 13(a) of the Agreement. In the event that all Equipment has not been installed at the time of any such termination, the Termination Fee shall be equitably adjusted by the Company.

6. Change Order Adjustments. Any Change Order adjustment shall reflect the reasonable commercial impact of the changed work on Company's pricing, schedule, operational obligations, project administration, and service commitments under the Agreement. Company shall provide Customer with commercially reasonable supporting information concurrent with the delivery of the Change Order describing the basis for the proposed Change Order adjustment, which may include contractor quotations, vendor pricing, scope narratives, schedule impacts, or similar supporting documentation, as applicable.

G. **Electric Tariff.** Notwithstanding any provision of the Agreement or this SOW to the contrary, the Parties acknowledge and agree that the activities performed by Company under the Agreement and SOW constitute regulated utility service provided pursuant to Company's tariffs, service rules, and regulations approved by the Florida Public Service Commission under Chapter 366, Florida Statutes. Accordingly, the Parties agree that such tariff-governed work should not constitute the "construction of a public building or public work" and should not be deemed a construction contract with Customer under Chapter 255, Florida Statutes.

H. **Incorporation of Appendices.** All Appendices attached hereto and referenced herein, including Appendix B, Supplemental Provisions, shall be deemed incorporated in, and form a part of, this SOW.

{Remainder of Page Intentionally Left Blank}

IN WITNESS WHEREOF, the Parties hereto have executed this SOW as of the day and year first above written.

ATTEST:
SHANNON RASMEY-CHESSMAN,
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER

____
Deputy Clerk

(Seal)

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

____
Sara Baxter, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

____
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

____
Director, Department of Airports

FLORIDA POWER & LIGHT COMPANY

DocuSigned by:
By: Pamela Rauch
4AF5BC8A855B4C2...
(Signature of Authorized Representative)

Pamela Rauch
(Print or Type Name)

Title: VP External Affairs & Economic Development

Date: 8/20/2026

APPENDIX A - Project Milestones

Milestone	Estimated Week(s)
Purchase Order Issued	Week 1
Engineering Submittals Completed	Week 20
FPL/Customer Review, Comment, Acceptance	Week 26
Equipment Release to Order	Week 27
Final Construction Drawing Set for Permit Submittal	Week 30
Site Construction to Begin (Pending Permit Approval)	Week 60
Major Equipment Delivery	Week 98
Final Construction & Start-Up	Week 106
Commissioning, Final Testing, System Online, Customer Acceptance	Week 110
Contingency	4 Weeks

APPENDIX B – Supplemental Provisions

1. Insurance. In addition to the insurance to be maintained by Company pursuant to Section 18(a)(i) of the Agreement:

   A. Company agrees that it shall require all contractors performing work at the Facility to maintain the following insurance policies:

   i. Commercial General Liability at a limit of liability not less than One Million ($1,000,000) combined single limit for bodily injury and property damage each occurrence and in the aggregate.

   ii. Business Automobile Liability Insurance with limits of liability not less than One Million Dollars ($1,000,000) each occurrence for owned, non-owned and hired automobiles. If the contractor transports fuel to the Facility.

   iii. If Company, or its Subcontractor, releases any Waste or Hazardous Material (i) on the Jobsite, (ii) during transport to or from the Jobsite, or (iii) becomes aware of any release caused by a third party in connection with the Work, Company shall immediately provide Purchaser Notice writing. Company shall, at its sole cost and expense, diligently take all remedial action to clean up the contamination as required under the applicable federal, state and local laws.

   B. Company shall require all design and engineering consultants to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than One Million Dollars ($1,000,000) each occurrence. or policies written on a "claims-made" basis, Company shall cause the consultant to warrant the Retroactive Date equals or precedes the effective date of the design or engineering contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of the Agreement, the consultant shall be required to purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the term of the design and/or engineering contract. The requirement to purchase a SERP shall not relieve a consultant of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

   C. The Commercial General Liability, Pollution Liability and Professional Liability policies shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents" as an Additional Insured. A copy of the endorsement(s) shall be provided to Customer upon request.

D. The Parties acknowledge that Company's anticipated costs for the additional required insurance required by this Section have been included in the Customer's Monthly Service Payment.

2. Critical Infrastructure Facility. The Parties acknowledge and agree that the Equipment being installed by Company at the Facility will replace Customer's current generator equipment, which is used by Customer as an Emergency Power Supply Service (EPSS) as defined by Article 700 of the NFPA 70 National Electric Code (NEC). In addition to serving as EPSS, the Parties acknowledge and agree that the Equipment installed by Company will also serve as an Optional Standby System in accordance with Article 702 of the NFPA 70 NEC. Company acknowledges the Facility is a critical infrastructure facility and shall ensure the Equipment:

   A. Operates automatically upon the loss of normal power, without manual intervention;
   B. Provides power to the emergency bus aboard the new medium voltage switchgear (as diagramed in the attached Appendix E – One-line Diagram) within 10 seconds of the normal supply failure;
   C. Has sufficient capacity to carry all emergency loads expected to operate simultaneously;
   D. Is specifically listed and approved for emergency use by the Authority Having Jurisdiction (AHJ); and
   E. Satisfies the fuel supply requirements as outlined in NFPA 110. Appendix D, Distributed Generator System Fuel and Diesel Exhaust Fuel (DEF) Supply, to the SOW provides fuel supply information in different months, throughout the year, based on historical load data.

3. Testing and Documentation Requirements. The Parties acknowledge that ongoing compliance with NFPA 110, NFPA 70, and all applicable laws, codes, standards and manufacturer specifications requires regular operational testing and recordkeeping. To ensure the proper maintenance of the Equipment, Company shall perform the following Services:

   A. Bi-Annual Testing. Company will coordinate with Customer to ensure that a minimum of two (2) comprehensive load tests are performed annually on the Equipment in accordance with NFPA 110 standards. Such tests will verify the Equipment's ability to assume full emergency and optional standby load and comply with the ten (10) second transfer requirement related only to the emergency load.
   B. Weekly Inspections. Company will perform and document weekly inspections and no-load exercise runs of the Equipment in accordance with NFPA 110. Such records shall be consolidated and transmitted by Company to Customer on a monthly basis.
   C. Monthly and Annual Tests.
      i. Monthly: Company will conduct and document the thirty (30) minute monthly load test of the Equipment in accordance with NFPA 110.

Company will keep the test records and transmit the test records to Customer on a monthly basis.

ii. Annual: Company will perform and document all required annual operational tests of the Equipment in accordance with NFPA 110, including system capacity checks and transfer equipment operation, and shall transmit the documentation of the annual operational tests to Customer.

D. Recordkeeping and Access. All testing and inspection records (weekly, monthly, bi-annual, and annual) shall be maintained in compliance with NFPA 110 and made available to Customer and the Authority Having Jurisdiction (AHJ) upon request. Records shall be retained by Company for the Term of the Agreement.

4. Commercial Load Control Program. Company agrees that installation of the Equipment shall enable Customer to participate in Company's Commercial Industrial Load Control Program ("Program"), at Customer's sole option, which will provide a reduction in the cost of electrical services to Customer in accordance with the Program.

5. Clarifications. For the avoidance of doubt and sake of clarity, the parties acknowledge and agree as follows:

   A. Pursuant to Section 27 of the Agreement as applicable to Customer as a governmental entity, Florida's Local Government Prompt Payment Law shall apply to the Agreement and invoices will be paid by Customer in accordance with Florida Statutes (F.S.) §218.73 and §281.74, as may be amended, notwithstanding any provision of the Agreement to the contrary.

   B. Pursuant to Section 5 of the Agreement, Company shall ensure maintenance is performed on the Equipment in accordance with manufacturers' recommended maintenance procedures and schedules, which the parties agree is in accordance with generally accepted industry practices as contemplated by the Agreement. Company agrees to cause a summary report to be provided to Customer outlining the inspections, maintenance and repairs performed upon the Equipment or upon Customer's written request.

   C. Pursuant to Section 5 of the Agreement, Company agrees the Equipment performance and health shall be remotely monitored in real time for performance and system health (twenty-four (24) hours per day, seven (7) days per week, including holidays). Company shall promptly notify Customer of any Equipment outages or failures and any fault or performance issues that may result in an Equipment outage or failure. Company agrees to timely commence and diligently pursue completion of all necessary repairs to cause the restoration of the Equipment to full working order as required by the Agreement and this SOW. In the event of a Major Outage (as defined below), Company, or its contractor(s), shall respond onsite at the Facility within two (2) hours of the start of the outage. In the event of a Minor Outage (as defined below), Company, or its contractor(s), shall respond onsite at the Facility within four (4) hours of the start of the outage. For purposes of the Agreement, the parties agree a Major Outage shall mean the Equipment is not capable of providing electrical service to operate the Facility at full capacity as required by the Agreement. In the event of a Major Outage, Company agrees, at Customer's request, to furnish, install, and maintain temporary generator(s) capable of providing electrical service for the Facility at full capacity within seventy-two (72) hours until the Equipment has been repaired. For purposes of this Agreement, a Minor Outage means the Equipment has experienced a partial failure, but is capable of continuing to operate electrical service at the Facility at full capacity. Customer shall be responsible for payment of the cost to provide temporary electrical service requested by Customer, unless the failure was the result of Company's failure to maintain or repair the Equipment in accordance with manufacturer's maintenance specifications, the Agreement or SOW, in which event temporary electrical service shall be provided at no cost to Customer. Customer acknowledges that Customer shall be responsible for continued payment of Monthly Service Payments, fuel charges and applicable taxes for the Service.

D. Pursuant to Section 7 of the Agreement, Company agrees that it is hereby exercising its discretion to waive the provisions of the Agreement related to customer credit requirements.

E. For the avoidance of doubt, Company acknowledges the Equipment will be located in a public parking lot at the Facility and agrees that the continued operation of the public parking lot, including the parking of vehicles in legally designated parking spaces near the Equipment, shall not impair the maintenance, removal or operation of the Equipment within the meaning of Section 8 of the Agreement. To the extent required for the completion of the repair(s) or removal of the Equipment to avoid damage to vehicles within the parking lot, Customer agrees to coordinate with Company to temporarily restrict access to designated parking spaces within the vicinity of the Equipment provided that Company provides Customer with sufficient advance notice to restrict public access prior to commencement of the work. Company shall be responsible for any damage caused to vehicles within the parking lot caused by Company or its contractors.

F. Prior to exercising its right under Section 9 of the Agreement, Company agrees to coordinate with Customer in advance of testing the Equipment to ensure no disruption to Customer's business operations.

G. In addition to complying with applicable licenses and permits required to enable Company to provide the Service as required by Section 11 of the Agreement, Company acknowledges and agrees that it shall be responsible for ensuring compliance with all applicable federal, state and local codes, laws and regulations in the provision of the Service. For the avoidance of doubt, this Section does not apply to NEC standards and National Fire Protection Association 110 provisions addressed by Section 2 above.

H. In the event Company elects to replace the Equipment pursuant to Section 12(d) of the Agreement, Company agrees to furnish, install, and maintain temporary generator(s) capable of providing electrical service for the Facility at full capacity until the Equipment is replaced and operational at no additional cost to Customer. In such event, Customer acknowledges that Customer shall be responsible for continued payment of Monthly Service Payments, fuel charges and applicable taxes for the Service.

I. In the event title to the Equipment transfers to Customer pursuant to the Agreement, Company shall: (1) promptly deliver written documentation of such transfer of ownership to Customer and (2) record a notice of termination of its ownership rights in the Equipment in the public records of the county of the Facility to the extent that Company has previously recorded its ownership rights in the Equipment.

J. Pursuant to Section 27 of the Agreement as applicable to Customer as a governmental entity, pursuant to the requirements of F.S. §129.07 (Unlawful to Exceed Budget), Company agrees that any provision of the Agreement providing Company with the option or election to require Customer to pay any amount, other than annually budgeted operating costs for Monthly Service Payments, fuel management charges and applicable taxes for the Service, is not lawfully applicable to Customer and such option or election shall not be exercised by Company without the prior written consent of Customer to ensure the amounts are budgeted by Customer in accordance with Florida law.

K. For purposes of establishing the unrecovered capital costs of the Equipment pursuant to Section 13 of the Agreement, Company agrees that Company shall utilize straight-line depreciation of the Equipment calculated over the Term of the Agreement, and agrees that unrecovered capital cost of the Equipment at the end of the Term shall be zero U.S. Dollars ($0.00). Depreciation for any period of less than one (1) year shall be calculated on a monthly basis, rounded up to the nearest whole monthly period. For purposes of calculating depreciation of the Equipment to determine the unrecovered capital cost of the Equipment, the parties acknowledge and agree that the cost of the Equipment, as of the Effective Date, is $21.06 Million, as may be modified in accordance with the terms and conditions of the Agreement and as illustrated in Appendix C (Unrecovered Capital Cost), which is an estimate provided for reference only, and does not take into account partial period proration.

L. In the event of an early termination of the Agreement by Company for convenience pursuant to Section 13(b) or for cause pursuant to Section 13(c)(ii) of the Agreement, and in event that the Parties cannot mutually agree upon the fair market value of the Equipment, the Parties agree that the fair market value of the Equipment will thereafter be determined by a mutually agreed upon independent third-party expert in asset valuations, at Company's cost, in accordance with Accounting Standards Codification (ASC) 820 – Fair Value Measurement. In the event Customer requests the removal of the Equipment pursuant to Section 13(b) or 13(c)(ii) of the Agreement, Company represents to Customer that Company shall exercise its discretion, as provided under the Agreement, to remove the Equipment at Company's sole cost. Company agrees that this Section of Appendix B shall constitute Company's written notice to Customer of its election.

M. In accordance with Florida's Prompt Payment Act, Company agrees that a "proper invoice" for any Termination Fee to be paid by Customer under the Agreement shall be provided by line item, including documentation evidencing the actual salvage value received by Company and removal costs incurred by Company to the extent applicable. Company acknowledges and agrees it is obligated to make commercially reasonable efforts to maximize the salvage value of the Equipment in the event of termination and removal of the Equipment pursuant to Section 13(a) of the Agreement. Notwithstanding any provision of the Agreement to the contrary, Company agrees, in its discretion as provided under the Agreement, Company shall not remove the Equipment unless Customer has provided written notice to Company that it desires to have the Equipment removed by Company. Company agrees that this SOW shall constitute Company's written notice to Customer of its election.

N. For purposes of Section 13(e) of the Agreement, Company acknowledges that the unrecovered capital cost of the Equipment upon expiration of the Term of the Agreement shall be zero U.S. Dollars ($0.00).

O. In the event Company elects, or is required, to remove the Equipment pursuant to the Agreement, Company acknowledges its obligation to remove the Equipment within a reasonable period of time as provided in the Agreement, which the parties agree shall not be more than one hundred eighty (180) calendar days from the date Company has elected, or is required, to remove the Equipment.

P. Pursuant to Section 27 of the Agreement as applicable to Customer as a governmental entity, Company acknowledges the provisions of Section 17 of the Agreement shall be applicable to the extent permitted by the Florida Public Records Act.

Q. Pursuant to Section 27 of the Agreement as applicable to Customer as a governmental entity, the indemnity obligations of Section 18(c) of the Agreement do not constitute a waiver of Customer's right to sovereign immunity and are subject to the limitations of F.S. §768.28.

R. Pursuant to Section 27 of the Agreement as applicable to Customer as a governmental entity operating a public commercial service airport, Company acknowledges that the Facility is subject to federal security requirements and agrees that Company and its contractors shall be required to comply with all applicable security requirements, including, but not limited to 49 CFR Part 1542 and the Airport Security Plan, which may require personnel/contractors performing Services at the Facility to obtain Airport Identification Media and/or may require personnel/contractors to be escorted by authorized Customer employees. In the event Company requires access to any location within any non-public area of the Facility for the performance of the Service, Company shall coordinate access with Customer in advance to ensure compliance with applicable security requirements. Company agrees that the scope of the easement grant pursuant to Section 8 of the Agreement shall be strictly limited to those areas of the Facility that are necessary for Company and its contractor(s) to perform the activities set forth in Section 8, and access and use thereof shall be subject to Customer's security requirements notwithstanding any provision of the Agreement to the contrary.

S. Pursuant to Section 27 of the Agreement as applicable to Customer as a governmental entity, and to the extent required by law applicable to the Customer, Company understands and agrees that its rights under this Agreement may be subordinate to the rights of the United States of America, the State of Florida or any of their respective agencies under the provisions of any existing or future agreement between Customer and such governmental entities, relative to the operation or maintenance of the Facility, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for operation, maintenance or improvement of the Facility.

T. Notwithstanding anything to the contrary in Section 25 (Notices) of the Agreement, Company will provide notice to the Customer at the following addresses:

Customer:	With a copy to:
Palm Beach County Department of Airports ATTN: Director of Airports 846 Airport Center Drive West Palm Beach, Florida 33406	Palm Beach County Attorney's Office 301 North Olive Avenue Suite 601 West Palm Beach, Florida 33401 ATTN: Airport Attorney

6. Human Trafficking Affidavit. Company warrants and represents that it does not use coercion for labor or services as defined in F.S. §787.06. Company has executed Exhibit "A", Nongovernmental Entity Human Trafficking Affidavit, attached hereto and incorporated herein.

7. E-Verify Employment Eligibility. Company warrants and represents that it is in compliance with F.S. §448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Company's subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. Company shall obtain from each of its contractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in F.S. §448.095(1)(k), Florida Statutes, as may be amended. Company shall maintain a copy of any such affidavit for, at a minimum, the duration of the contract and any extension thereof.

8. Intentionally Deleted.

9. Disclosure of Foreign Gifts and Foreign Countries of Concern. Pursuant to F.S. §286.101, as may be amended, by entering into this Contract or performing any work in furtherance thereof, Company certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

10. Scrutinized Companies. As provided in F.S. §287.135, as may be amended, by entering into the Agreement or performing any work in furtherance hereof, Company certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, 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, as may be amended. Pursuant to F.S. §287.135(3)(b), as

may be amended, if Company 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 Customer. When contract value is greater than $1 million: As provided in F.S. §287.135, as may be amended, by entering into the Agreement or performing any work in furtherance hereof, Company certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sector List created pursuant to F.S. §215.473, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to F.S. §287.135(3)(a), as my be amended, if Company is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to F.S. §215.473, relating to scrutinized active business operations in Iran, this Contract may be terminated at the option of the Customer. If Customer determines, using credible information available to the public, that a false certification has been submitted by Company, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. §287.135, as may be amended. Said certification must also be submitted at the time of Agreement renewal, if applicable.

11. Federal Contract Provisions. Company agrees to comply with all applicable federal contract provisions provided in Exhibit "B", attached hereto and incorporated herein.

Exhibit A to Appendix 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 (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.

	Alexander David Acosta
(signature of officer or representative)	(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, 30 day of August 2024, by Alexander D. Acosta.

Personally known ☐ OR produced identification ☒.

Type of identification produced FLDL.

NOTARY PUBLIC
My Commission Expires: September 10, 2024
State of Florida at large

YAINIS ACOSTA
MY COMMISSION #HH 041130
EXPIRES September 10, 2024
Bonded Thru Notary Public Underwriters
(Notary Seal)

EXHIBIT "B" TO APPENDIX B
FEDERAL CONTRACT PROVISIONS

A. Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of the Agreement, Company, for itself, its assignees, and successors in interest, agrees as follows:

1. Compliance with Regulations: Company will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities ("Nondiscrimination Acts and Authorities" as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: Company, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21, including amendments thereto.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Company for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Company of Company's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Company will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the non-discrimination provisions of this Agreement, Customer will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to Company under this Agreement until Company complies; and/or
   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: Company will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Company will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Company may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Company may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Company, for itself, its assignees, and successors in interest, agrees to comply with all applicable non-discrimination statutes and authorities, as may be amended. Company will pass-through to its contractors the following list of non-discrimination statutes and authorities for contractor compliance:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin), including amendments thereto;
- 49 CFR Part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

D. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. Company for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Company will use any licensed premises in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.

2. In the event of breach of any of the above nondiscrimination covenants, Customer will have the right to terminate this Agreement for cause and to enter or re-enter and repossess the licensed premises, and hold the same as if this Agreement had never been made or issued.

E. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program. Company for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Company will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. In the event of breach of any of the above nondiscrimination covenants, Customer will have the right to terminate this Agreement for cause and to enter, re-enter, and repossess said lands, and hold the same as if this Agreement had never been made or issued.

F. General Civil Rights Provision.

Company agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Company transfers its obligation to another, the transferee is obligated in the same manner as Company. This provision obligates Company for the period during which the property is owned, used or possessed by Company and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Appendix C – Unrecovered Capital Cost*

Beginning of Year:	Unrecovered capital cost payoff amount* ($ MM)
2	$21.06
3	$20.51
4	$19.88
5	$19.03
6	$18.20
7	$17.13
8	$16.12
9	$14.90
10	$13.55
11	$12.02
12	$10.57
13	$8.82
14	$7.01
15	$5.59
16	$4.63
17	$3.67
18	$2.72
19	$1.76
20	$0.80

***This Appendix is an estimate provided for illustrative purposes only and does not take into account partial period proration or future adjustments made to Project costs in accordance with the Agreement or SOW after the Effective Date of the Agreement.**

Appendix D to SOW – Distributed Generation System Fuel & Diesel Exhaust Fluid (DEF) Supply

Summary Table - Fuel & DEF Supply				
Month	**Load (kW)**	**Average Load**	**Fuel Supply (hrs)**	**DEF Supply (hrs)**
June, 2022	4312	3629	77	122
July, 2024	3898	3344	84	132
August, 2024	3819	3341	84	132
September, 2024	3920	3435	82	129
October, 2024	3786	3128	90	141
November, 2024	3797	3095	91	143
December, 2024	3651	2930	96	151
January, 2025	3595	2763	101	160
February, 2025	3830	3017	93	147
March, 2025	3752	2843	99	156
April, 2025	3662	2998	93	148
May, 2025	3998	3224	87	137
New PowerBlock*	4700	3882	72	114
*New PowerBlock to be ordered as peak approaches 4700kW to ensure 72-hour fuel supply at average load				

Appendix E to SOW – One-line Diagram