

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

Meeting Date: October 22, 2024 **Consent** **Regular**
 Ordinance **Public Hearing**

Department
Submitted By: Community Services
Submitted For: Division of Human Services and Community Action Program

I. EXECUTIVE BRIEF

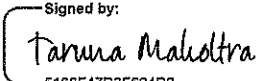


Motion and Title: Staff recommends motion to approve: FY 2024 budget amendment in the amount of \$250,000 in the General Fund, Division of Human Services and Community Action Program (HSCAP), to recognize additional grant funds received.

Summary: On January 23, 2024, the Board of County Commissioners (BCC) approved a grant agreement with Florida Power and Light (FPL) for the Care to Share program (R2024-0036). This program is designed to provide emergency assistance funds to customers who are in a crisis situation and unable to pay their electric bill. As of September 10, 2024, HSCAP has assisted 1,847 unduplicated households in FY 2024 and disbursed \$652,885. As this agreement is funded through voluntary contributions from FPL customers, along with corporate contributions, there is no not-to-exceed amount on this agreement, and the budget is based on historical collections. In FY 2024, FPL provided two additional, unexpected but much-needed large contributions. This item is to recognize those contributions and allows the funds to be used to assist clients. **No County match is required. Countywide (HH).**

Background and Justification: FPL customers who are potential recipients of FPL CARE to Share funds have equal opportunity for assistance, which remains available year-round, as funding and resources permit. Since the program’s inception, \$2,395,982 has been disbursed to assist households in Palm Beach County. These funds will allow HSCAP to meet the utility needs of Palm Beach County residents.

- Attachments:**
- 1. Budget Amendment
 - 2. Care to Share Special Disbursement Check Copies
 - 3. FPL Contract

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Recommended By	<small>Signed by:</small>  <small>6166E47D3FE62AD2</small>	9/23/2024
	Department Director	Date
Approved By		
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	150,000				
External Revenue	(150,000)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0	0	0	0

No. ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current 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 0001 Dept 148 Unit 1341 Object 8301 Program Code IS49 Program Period GY24

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

FPL Care to Share Program is funded by corporate contributions and voluntary contributions from FPL customers. We anticipate \$100,000 expenditures in FY24.

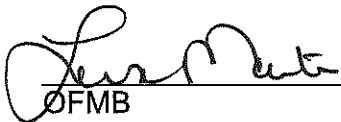
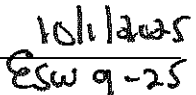

C. Departmental Fiscal Review:

Signed by: 

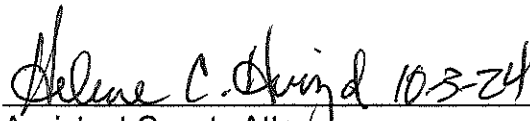
 Julie Dowe, Division Director II

III. REVIEW COMMENTS

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

 OFMB
 10/1/24
 ESW 9-25
 10/3/24
 Contract Development and Control

B. Legal Sufficiency:

 10-3-24
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

24-1006

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET AMENDMENT

ATTACHMENT 1

3E - 7

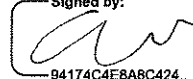
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BGRV 148 - 09112400000000000542

FUND General Fund

ACCOUNT NUMBER	ACCOUNT NAME	UNIT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED as of 09/11/24	REMAINING BALANCE
REVENUES									
148 1341 6694	Grant From Oth Non-Govt	FPL Care to Share	408,990	652,980	250,000	0	902,980		
	Total Fund Revenues		2,157,248,097	2,221,083,186	250,000	0	2,221,333,186		
EXPENDITURES									
148 1341 8301	Contributions for Individuals	FPL Care to Share	408,990	652,980	250,000	0	902,980	652,973	250,007
	Total Fund Expenditures		2,157,248,097	2,221,083,186	250,000	0	2,221,333,186		

SIGNATURES

Signed by: 
94174C4E8A8C424...

DATES

9/24/2024

Initiating Department/Division


Administration/Budget Department Approval

10/1/2024

OFMB Department - Posted

BY BOARD OF COUNTY COMMISSIONERS

At Meeting of: 22-Oct-24

Deputy Clerk to the
Board of County Commissioners

WARNING: Original document has a reflective watermark on reverse side. Hold at an angle to view

1
1110

FLORIDA POWER & LIGHT COMPANY
700 Universe Boulevard
Juno Beach, FL 33408

Check Date: 05/01/2024

Check No. 5000000807

BANK OF AMERICA

ONE HUNDRED THOUSAND DOLLARS

\$100,000.00

Void after 180 days

PAY TO THE ORDER OF
PALM BEACH COUNTY
BOARD OF COUNTY COMM ATT:REBECCA WE
801 DATURA ST
WEST PALM BEACH FL 33401-5204

FLORIDA POWER & LIGHT CO

Deposit and endorsement of this check is acknowledgement of receipt of charitable contribution in the amount of \$100,000.00. By endorsing this check you also acknowledge that no goods or services were provided in exchange for this donation.

⑈ 5000000807 ⑈ ⑆ 111000012⑆ 4427185355 ⑈

FLORIDA POWER & LIGHT CO (1500 003147)
Vendor Name: PALM BEACH COUNTY

Check Date : 05/01/2024
Check Number: 5000000807

Invoice Number	Invoice Date	Document Header Text	SAP Document	Gross Amount	Discount	Net Amount
C2SH 2Q	04/29/2024	The items listed below are managed on the following account: PALM BEACH COUNTY 301 NORTH OLIVE AVENUE WEST PALM BEACH 2Q Special Disbursement	1900898887	100,000.00	0.00	100,000.00
		Check Total.....				----- \$100,000.00

WARNING: Original document has a reflective watermark on reverse side. Hold at an angle to view.

FLORIDA POWER & LIGHT COMPANY
700 Universe Boulevard
Juno Beach, FL 33408

Check Date: 08/22/2024

Check No. 500000842

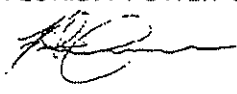
BANK OF AMERICA

ONE HUNDRED FIFTY THOUSAND DOLLARS

\$150,000.00

Void after 180 days

PAY TO THE ORDER OF PALM BEACH COUNTY
BOARD OF COUNTY COMM ATT:REBECCA WE
801 DATURA ST
WEST PALM BEACH FL 33401-5204

FLORIDA POWER & LIGHT CO


Deposit and endorsement of this check is acknowledgement of receipt of charitable contribution in the amount of \$150000.00. By endorsing this check you also acknowledge that no goods or services were provided in exchange for this donation

⑈500000842⑈ ⑆111000012⑆ 4427185355⑈

FLORIDA POWER & LIGHT CO (1500 002920)
Vendor Name: PALM BEACH COUNTY

Check Date : 08/22/2024
Check Number: 500000842

Invoice Number	Invoice Date	Document Header Text	SAP Document	Gross Amount	Discount	Net Amount
C2S DISBURSEMENT	08/20/2024	The items listed below are managed on the following account: PALM BEACH COUNTY 301 NORTH OLIVE AVENUE WEST PALM BEACH 3Q Special disbursement	1900911619	150,000.00	0.00	150,000.00
		Check Total.....				\$150,000.00

Florida Power & Light Company
FPL CARE TO SHARE® PROGRAM AGREEMENT
FPL East Service Area

5-Year Agreement from January 1, 2024 to December 31, 2028

R2024 0036 JAN 23 2024

THIS AGREEMENT is entered into between FLORIDA POWER & LIGHT COMPANY, hereinafter referred to as "FPL" and PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "Agency." The Agency should provide each of its intake offices involved in the program with a copy of the executed agreement.

FPL's facilitation of this program agreement is delegated to FPL's Area Special Consumer Services Business Specialist. Agency staff/volunteers handling intake for the program will hereinafter be referred to as "Caseworkers."

To assist the emergency needs of people in times of hardship, FPL shareholders, employees and customers are providing a contribution fund known as the "FPL Care To Share®" emergency energy assistance fund for electric utility payment, also referred to as "C2S."

As part of its obligations under this agreement, the Agency will administer the FPL Care To Share funds to provide emergency energy assistance (payment of FPL bills) to eligible residents in Palm Beach County, Florida. The Agency will serve as the administrator and lead service provider for the program and may be asked to coordinate with other FPL Care To Share service provider(s) in the county, as designated by FPL.

The Agency will register in the FPL ASSIST Program. The FPL ASSIST Program provides a standardized process for the Agency to access/verify customer account information, provide information to FPL for program qualification purposes and notify FPL of pending agency payments. The FPL ASSIST Web Portal is the agency's primary resource to access/verify account information and to make commitments. The "FPL ASSIST Office" is the telephone center for the FPL ASSIST Program and serves as a secondary contact point for the Agency, if needed.

The Agency will work with the appropriate social service providers in their area by sharing FPL Care To Share program information and promoting broad access to these community resources through the formal FPL Care To Share structure.

As a condition to this Agreement becoming effective, the Agency will furnish to FPL a copy of its letter of determination of tax exempt status (not applicable for agreements with county/municipal entities).

The Agency will determine the eligibility of energy assistance recipients, subject to the FPL Care To Share program criteria. FPL will play no part in determining the eligibility of the applicant for assistance, or the amount of funding an approved applicant might receive.

Before proceeding with eligibility assessment, the Agency must secure from the Account Holder (or Applicant) a signed "Authorization for Release of General and/or Confidential

Information" form, in order to have access to FPL billing information. FPL reserves the right to request the Agency to provide copies of the forms as part of the program audit requirements. If telephone pre-screening is conducted, the caseworkers will review the information from the release form and seek the applicant's verbal approval to share information. Caseworker should note on the file that the applicant's verbal approval was obtained.

The Agency shall ensure that no person shall be subjected to discrimination in connection with the FPL Care To Share program on the basis of age, gender, disability, race, color, creed, national origin, religion or ancestry contrary to applicable law.

FPL customers who are potential recipients of FPL Care To Share funds shall have equal opportunity for assistance, and assistance remains available twelve months per year, as funding and resources permit.

The eligibility criteria cannot be added to or deviated from without the prior consent of the FPL Area Business Specialist.

The Agency signing this Agreement does hereby bind itself to the following terms and conditions:

I. Eligibility Criteria

Potential recipients must contact the administering Agency and follow the agency's intake process, which could include receiving preliminary screening and making an appointment with the Agency representative when appropriate.

An eligible applicant is one who meets all the following criteria:

1. Must physically reside in FPL's service area at the address for which assistance is sought.
2. Must have an account with FPL or reside at the service location. Should an Agency employee seek to apply for FPL Care To Share assistance through the Agency, an Agency supervisor – such as the Primary or Alternate contact listed on FPL ASSIST Program record - must contact the FPL Area Business Specialist in advance for approval and commitment placement.
3. Must have identification that reflects the applicant name and the same address as the FPL account. Some examples of acceptable identification include a driver's license, a rent receipt, a water or phone bill, a tax bill or a mortgage statement
4. Must have a delinquent or Past Due FPL bill, final notice, or disconnect notice for the FPL account. Current bill is also eligible, if Agency caseworker reasonably deems it appropriate.
5. Must NOT have received a benefit under the FPL Care To Share Program within the last twelve months, at the current service address. The initial commitment set-up date is used to determine the 12-month time period.

6. Must show proof of a family or personal crisis. The Agency is responsible for reasonably determining what constitutes a family or personal crisis.
7. Must consider all other available government-funded sources for electric service payment assistance first, unless the applicant is in imminent danger of losing electricity (service disconnect), and time does not allow the client to apply for government funds. In addition, FPL recognizes that government funds may not be available at the time due to limited resources. If that's the case, the caseworker should record the circumstances in the applicant's file. But if time does permit and government funds are available, then FPL Care To Share should be considered only after the government funds for which the applicant qualifies have been applied for or committed.
8. Must have a plan in place to maintain additional/future household expenses, if FPL Care To Share assistance is provided.
9. Must follow the income guidelines provided below in Table 1.1, which will be updated annually based on the ALICE (Asset Limited Income Constrained Employed) reporting which will be provided by United Way. The annual updated ALICE guidelines will be provided to the Agency by FPL, as soon as possible, for immediate distribution and implementation to all the offices of the Agency administering FPL Care To Share funds. The incomes of all persons residing at the service address are to be included in determining household income eligibility.

Table 1.1-Income Guidelines thresholds by family type (proxy) and FPL region

<u>FPL Region</u>	<u>County</u>	<u>Single Adult (annually)</u>	<u>Family (annually)</u>	<u>Senior 60+ (annually)</u>
East	Indian River Martin Okeechobee Palm Beach St. Lucie	\$25,464	\$74,460	\$28,224

10. Must NOT have a history of fraud or service tampering. This may include, but is not limited to, using a minor or fictitious name, unauthorized connection, re-connection or by-passing of the electric meter, current diversion, or tampering with the FPL service in any way.

FPL views fraud and service tampering very seriously. If an applicant with a history of fraud or service tampering is permitted to receive an FPL Care To Share Program commitment, FPL reserves the right to pursue return of payment from the customer for any charges related to the fraud or service tampering activity. None of those charges can be paid for by FPL Care To Share Program funds.

II. FPL Care To Share Application, Documentation and Records Retention

1. Caseworkers will ask the applicant to sign an Authorization for Release of General and/or Confidential Information form and retain that signed original. If telephone pre-screening is conducted, the caseworkers will review the information from the release form and seek the applicant's verbal approval to share information. Caseworker should note on the file that the client's verbal approval was obtained.
2. Caseworkers will use the Agency's standard intake form for the FPL Care To Share program.
3. Caseworkers will record the applicant's proof of crisis and plan to sustain future bills.
4. Caseworkers will secure and retain a copy of the applicant's actual bill (or FPL bill statement provided through the FPL ASSIST Web Portal or by FPL staff), noting the balance eligible for the program. Balance should be verified through the FPL ASSIST Web Portal.
5. Regarding income, caseworkers will:
 - a. Use potential recipient's current participation in Temporary Assistance for Needy Families (TANF), Medicaid, Supplemental Security Income (S.S.I.), food stamps, and public housing for means testing.
 - b. Verify and record "self-declaration" of recipient's income based on established Agency guidelines to limit inappropriate disbursements.
6. If a call to the FPL ASSIST Office is needed to qualify the applicant, caseworkers will note the date of the call and the first name of the FPL ASSIST representative who handled the call. In most cases, caseworkers should be able to use the FPL ASSIST Web Portal to qualify the applicant and make a commitment. The use of the FPL ASSIST Web Portal should then be noted.
7. Caseworkers will retain all approved applications, disapproved applications, and other pertinent records described in this section, for a period of three calendar years plus the current calendar year.
8. Caseworkers will maintain a list of retracted commitments, indicating reason for retraction and when FPL was notified.

III. FPL Care To Share Payment Requirements

1. All FPL charges with the exception of deposits, non-electric optional products and services, return check fees, and additional billings resulting from service tampering (non-inherited current diversion charges) are eligible for the program. Late payment fees assessed to customer accounts during the time the Agency's disbursement process to the utility is pending are applicable.
2. If funds are available, and the recipient has no other means to pay, the Agency must pay the entire delinquent amount up to the currently prescribed upper limit,

as determined by FPL. While this limit can be increased or decreased at the discretion of FPL, the standard upper limit for the program is \$750.00

3. No recipient may receive more than a one-time benefit in a twelve-month period on the current account. No recipient may circumvent this limitation. Commitment initial set-up date is used to determine the 12-month time period.
4. Disbursement of funds by the Agency must be by check payable to Florida Power & Light Company and must be received by FPL's Payment Processing Center no later than 60 days from the commitment date.
5. Payment must be submitted in the name of the FPL Account Holder (customer of record) for the household applying for assistance.
6. Exceptions to the requirements listed above require the approval of the FPL Area Business Specialist and may require additional approval by the FPL Lead Business Specialist.

IV. Public Energy Assistance Programs

The FPL Care To Share Program is designed to fill voids in existing energy assistance programs that have exhausted their resources or where recipient's needs exceed program limits. Agency caseworkers should document efforts to link recipient with the Low Income Home Energy Assistance Program (LIHEAP), the Emergency Home Energy Assistance Program for the Elderly (EHEAP), and the National Food and Shelter (FEMA) program energy funds in advance of, and prior to committing any, FPL Care To Share funds to such client.

V. FPL / Agency Interface

Program Funding

FPL will solicit its customers to contribute to the "FPL Care To Share" fund via the customer's monthly electric statement, and may as an option supplement customer contributions with shareholder and employee contributions. FPL will determine in its sole discretion the method by which contributions will be collected. FPL will collect and distribute these funds to the administrative Agency proportional to the amount of donations received in the area to which the Agency has agreed to provide program services. FPL shareholder and employee contributions will be distributed to the administrative Agency at the discretion of FPL, with area population and poverty factors considered.

FPL will work closely with the Agency on disbursement of Agency funding. FPL funds from all sources will be disbursed to the Agency on a quarterly basis (subject to change upon 30 days notice from FPL).

Program Commitments and Payment

Commitments must be paid and itemized using an FPL Payment Transmittal form (or alternative transmittal as pre-approved by FPL) that contains the following:

- Agency name, address, preparer's contact phone and/or email and date submitted
- Funding type for the payments contained on the specific transmittal (i.e., LIHEAP, EHEAP, FPL Care To Share, and Other Assist) Note: Please use separate transmittals for different funding types.
- FPL Customer Name of Record
- Address where FPL is providing service
- Alternative Client Name if not FPL Customer of Record
- FPL Bill Account Number
- Amount of Commitment to be placed.

Prepared transmittals must be mailed to the following address, and FPL will provide pre-addressed envelopes upon request:

FPL ASSIST
P.O. Box 25231
Miami FL 33102-5231

In some cases, the Agency may not be able to use the Transmittal Envelope because of their processing system. In those cases, and to ensure timely and accurate posting of payments, the above identified mailing address must still be used.

Agency commitments may be submitted in the following ways:

1. FPL ASSIST Web Portal
2. Phone call to 1-800-480-7927

No deductions from FPL Care To Share funds may be made for overhead, salaries, administrative costs or any other expense incurred by the Agency. The entirety of funds disbursed for FPL Care To Share must be applied to payment assistance on behalf of FPL customers.

FPL Program Staff

The FPL ASSIST Web Portal is the agency's primary resource to access/verify account information and to make commitments. The "FPL ASSIST Office" is the telephone center for the FPL ASSIST Program and serves as a secondary contact point for the Agency, if needed.

The FPL Area Business Specialist will serve as primary contact concerning the overall administration of the program, including when the Agency is requesting an exception commitment.

The FPL Area Business Specialist has the authority to change FPL Care To Share program qualifications and process requirements on a "temporary" basis, with thirty days notice to the Agency, if in the best interests of FPL, its customers and partner agencies. This would include temporary changes to payment limits, number of payments for a client annually and other such considerations.

Client Education

The Agency should encourage energy efficiency through referral of the client to FPL's free energy survey service (1-800-DIAL FPL) and by distributing FPL energy conservation and program information, when feasible and as appropriate for the applicant. FPL will keep the Agency advised regarding available programs.

The Agency should encourage FPL's billing and payment programs, when feasible and as appropriate for the applicant, including FPL 62Plus, Friendly Reminder, On-Call, Budget Billing, and others as appropriate. FPL will keep the Agency advised regarding available programs.

Agency Staff Training

Caseworkers handling intake for the FPL Care To Share Program must first be trained on the program criteria, either through the agency, FPL Area Business Specialist or a combination of both sources. Caseworkers must read, sign and agree to abide by the Program Eligibility Criteria outlined in the FPL "Staff/Volunteer Certification" form. Caseworkers will sign this form to confirm their understanding of program criteria, and their commitment to use account information obtained from FPL for the sole purpose of conducting the customer qualification process. The form must be maintained by the Agency and be made available upon request.

Agency Staff/FPL ASSIST Record

The Agency must maintain its list of authorized agents for FPL's ASSIST Program through the FPL ASSIST Web Portal.

VI. Auditing

The Agency will routinely review FPL Care To Share recipient files and program processes. The Agency will include FPL Care To Share funding in its own internal auditing schedule and will confirm the completion of such audits by their signature on the Quarterly Agency Statement of Fund Verification form. In this report, the Agency will indicate any significant irregularities to FPL as found.

On a quarterly basis (due by the 15th day of the first month of each quarter, for the prior quarter), the Agency will provide to the FPL Business Specialist the following:

- the completed Agency Statement of Fund Verification form, signed by a principal of the Agency, confirming the FPL Care To Share fund to be "in balance" and verifying that the information provided is as true and accurate as possible. The completed and signed Agency Statement of Fund Verification form also demonstrates the Agency's internal reconciliation of the fund.
- the Agency Statement of Fund Verification form also includes the following metrics:
 - Previous Audit Ending Balance
 - Funds Provided by FPL to Agency
 - Transmittals Paid and/or Submitted to Agency Payment Dept for Payment
 - Other Adjustments
 - Audit Ending Balance

- Number of Customers Served
- Copies of all transmittals pertaining to that Quarter's report.

The FPL Area Business Specialist will help to coordinate the audit of the records submitted and will request from the agency copies of signed Authorization for Release of General and/or Confidential Information forms for customers selected at random from the accounts covered in that quarter. Upon completion of the quarterly audit, the FPL Area Business Specialist will provide a completed quarterly audit report to the Agency. The report will specifically confirm the audit as acceptable (or not), and/or identify any exceptions cited, along with recommended (or required) steps to eliminate or correct said exceptions and process shortcomings.

In addition to the quarterly audit, FPL and/or a third-party designee will conduct an on-site agency Operational Review no more than once every two years. These on-site visits are intended to be minimally intrusive to the agency's normal operation, and will be scheduled approximately thirty days in advance. The agency will be advised on what type of files/documentation/information will be needed for review. The agency may be asked to review some information in advance, to facilitate an efficient on-site review.

VII. General

The Agency and FPL personnel will strive to provide this community resource with a high degree of professionalism, reflecting positively on the program's donors, FPL and the Agency. The Agency and FPL have named the following designees for purposes of this Agreement:

FPL Corporate Contact

Dawn Nichols
 Vice President, Customer Service
 700 Universe Boulevard
 Juno Beach, Florida 33408

Agency Contact

James Green
 Department Director
 Palm Beach County Community Services
 810 Datura St
 West Palm Beach, FL 33401

FPL Area/Regional Contact

Jennifer Villar
 South Area Special Consumer Services Business Specialist
 4200 W. Flagler St. CUA/LFO
 Miami, FL 33134
 305-442-5254

The Parties understand this program is designed to be flexible to the current needs of the community, and modifications may be made from time to time to make the program more effective. Any modifications to this Agreement must be by mutual agreement of the Parties in form of a written amendment.

VIII. Miscellaneous

FPL may terminate this agreement at any time without liability to any party. In no event shall either party hereto be liable to the other for consequential, special, exemplary, indirect or incidental losses or damages under the agreement, including loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit, and Agency and FPL each hereby release the other and each of such persons and entities from any such liability. This agreement is governed by Florida law. THE PARTIES HERETO WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS AGREEMENT.

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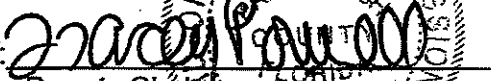
IX. Approvals

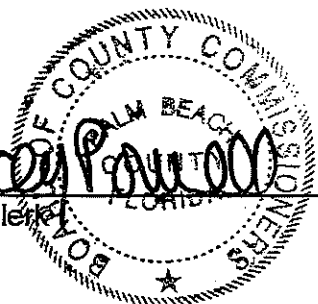
Upon its execution, this Agreement shall supersede any previous agreements and remain in force for five years – from January 1, 2024 to December 31, 2028. Either party has the right at any time on ninety (90) days written notice to the other to terminate or amend the Agreement. Should this occur, any remaining funds will be returned to FPL along with a complete accounting.

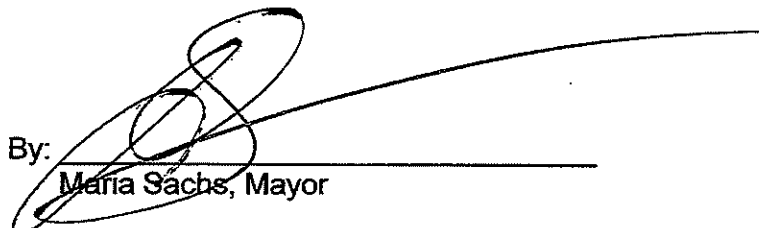
IN WITNESS WHEREOF, Florida Power & Light Company and the Agency caused this Agreement to be executed on the date indicated below.

ATTEST: Joseph Abruzzo
Clerk and Comptroller

R2024 0036 JAN 23 2024
PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY: 
Deputy Clerk



By: 
Maria Sachs, Mayor

PROVIDER:
FLORIDA POWER & LIGHT COMPANY
(Name Typed)

59-0247775
(Provider's Federal ID Number)

PROVIDER'S SIGNATORY:

BY: _____
(Signature)

Dawn Nichols
(PROVIDER'S Signatory Name Typed)

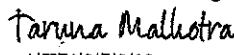
Vice President, Customer Service
(PROVIDER'S Signatory Name Typed)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**


Senior Assistant County Attorney



**APPROVED AS TO TERMS AND
CONDITIONS**

Department of Community Services
BY: 
James Green, Director