

COMMUNITY AGENCY AGREEMENT

THIS COMMUNITY AGENCY AGREEMENT (hereinafter referred to as the “Agreement”) is entered into on this [_____ day of April_____, 2025 ____] (the “Effective Date”), by and between Duke Energy Florida, LLC, a Florida limited liability company (“Duke Energy”) and City of Pinellas Park, a Florida municipality _____ (hereinafter referred to as the “Agency”), with its principal place of business located at 5141 78th Ave. N., Pinellas Park, FL 33781_____. Duke Energy and Agency may be referred to individually as a “Party” and collectively as the “Parties”.

Recitals:

WHEREAS, Duke Energy is a public utility engaged in the business of providing electric utility service to residential, industrial and commercial customers in Florida; and

WHEREAS, Agency wishes to provide assistance with the payment of utility bills to Pinellas Park residents; and

WHEREAS, Duke Energy and Agency believe that an efficient means of administering funds to assist qualifying individuals in paying for their utility bill is an important joint community effort that provides a higher standard of living for Duke Energy customers; and

WHEREAS, Duke Energy and Agency believe that establishing a means by which the Agency can provide assistance with the payment of utility bills for qualified individuals is in their mutual interest and in the interest of the residents of Pinellas Park; and

WHEREAS, Duke Energy and Agency desire to enter into this Agreement whereby such funds may be handled and administered efficiently in carrying out their respective obligations in accordance with the terms specified herein.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. TERM

This Agreement shall be effective commencing on the Effective Date set forth above and shall continue in full force and effect until terminated by either Party on thirty (30) day’s written notice or as otherwise permitted in accordance with the provisions set forth herein.

2. AGENCY DESIGNATION; CUSTOMER CONSENT

(a) Agency shall provide Duke Energy with a list of designated customer(s) of Duke Energy that are eligible to receive financial assistance by or through Agency (hereinafter referred to as the “Qualified Customer”) and the amount of financial assistance that the Qualified Customer is eligible to receive from Agency. Agency shall be responsible for confirming the identity of all Qualified Customers and for obtaining consent from the Qualified Customer prior to requesting via phone or accessing customer information via the self-service Agency Experience. A letter of consent, signed by the Qualified Customer, that permits Duke Energy to provide Qualifying Customer’s first and last name, service address, email address, telephone and mobile phone numbers, utility service bills for the previous twelve (12) months, utility bill payment arrangement status, payment history, pledge history and monthly billed usage to the Agency (“Letter of Consent”) shall be maintained and stored at the Agency’s office and may be reviewed at the reasonable request of Duke Energy. If the Agency is not able to obtain a written Letter of Consent from a Qualified

Customer, it may instead obtain the verbal consent of the Qualified Customer provided that the Agency complies with each of the Verbal Consent Protocols specified in Exhibit A attached hereto (the “Verbal Consent Protocols”) and certifies compliance therewith to Duke Energy prior to requesting or accessing customer information.

(b) Duke Energy is entitled to rely upon Agency’s determination of customer qualification. If it is later determined by Agency or others that the Qualified Customer was not eligible for assistance, Duke Energy shall not be required to return to Agency any monies received from Agency.

3. APPLICATION FOR SERVICE

(a) All Duke Energy customers are required to apply for utility service in their own name. Falsely making application in the name of an individual that does not reside at the address will be a violation of this Agreement and may violate applicable state, local or federal law which may be applicable to the person making the fraudulent request as well as anyone else that “cause(s) another” to transmit false information.

(b) In the event that it is determined that Agency, or any of its representatives, have provided counsel to customers in violation of this Section 3 or in contravention of applicable law, Duke Energy may at its option, terminate this Agreement upon five (5) days’ written notice to Agency and may refuse to receive further designations from Agency for payment on behalf of Qualified Customers. Nothing in this provision shall preclude Duke Energy from taking any other action that may be appropriate under the circumstances.

4. UTILITY SERVICE PAYMENT

(a) Agency shall pay to Duke Energy on behalf of the Qualified Customer such amount due for utility service up to the pledged amount specified. The Parties acknowledge that the foregoing amount may not be the entire amount of the Qualified Customer’s monthly service bill amount and any unpaid amount shall remain due and payable by the Qualified Customer in accordance with the applicable bill.

(b) Duke Energy and Agency acknowledge that Duke Energy is entitled, under its service tariffs approved by the Public Service Commission of Florida (the “Commission”) to receive payment for utility service by the due date specified on the Duke Energy bill for such service. Notwithstanding the foregoing, Duke Energy shall permit Agency to make payment of the amount due for a Qualified Customer’s utility service within sixty (60) days of Duke Energy’s receipt of the Agency’s pledge (the “Agency Pay Period”). Provided that the pledge is sufficient to cure all past due charges owed by the Qualified Customer, Duke Energy shall not, during any such Agency Pay Period, seek to terminate the utility service of the Qualified Customer so long as such Qualified Customer is designated as an eligible recipient of assistance by or through Agency. Duke Energy shall not seek to collect such monies that may be due for the applicable utility service from such Qualified Customer during the Agency Pay Period. A pledge of less than the full amount to cure all past due charges owed by the Qualified Customer may not prevent the disconnection of utility service to the Qualified customer unless additional payment assistance arrangements are made by the customer.

(c) In the event that Agency fails to make payment on or before the Agency Pay Period, Duke Energy shall be entitled to take whatever action is appropriate under the terms of its approved service tariffs. Nothing in this Agreement shall be deemed to be a waiver of Duke Energy rights under its approved tariffs, or to preclude Duke Energy from changing, modifying or otherwise amending its approved service tariffs. Further, nothing herein shall be construed to mean that Duke Energy forfeits or surrenders its right to any unpaid portion of the monthly statement, or the right to terminate service due to non-payment of amounts

owed by the Qualified Customer. The Qualified Customer shall remain liable for any unpaid portion of the monthly utility bill.

(d) Agency may make payments for multiple Qualified Customers in a single lump sum payment so long as Agency provides to Duke Energy sufficient information concerning the allocation of the amount paid so that Duke Energy can properly record the receipt of such payment against the amounts due from each of the Qualified Customers accounts. Duke Energy may, but is not obligated to, provide a form to Agency for this purpose.

(e) Payments under this Agreement may be sent to Duke Energy at the following address:

Duke Energy Florida
P.O. Box 1094
Charlotte, NC 28201-1094

5. INDEMNIFICATION

Agency shall indemnify, defend, and hold harmless, to the extent provided by law, Duke Energy, its parent company and their respective officers, directors, employees, affiliates and agents, from any and all claims, liabilities, obligations, damages, demands, losses, causes of action, costs or expenses of whatsoever kind or nature, including reasonable attorney's fees arising from or caused by: (i) any errors, omissions or any negligent, reckless, fraudulent, willful, wanton, or intentional acts of Agency or any of its employees, agents, or anyone else directly or indirectly employed by or through them, or anyone for whose acts they may be responsible (each hereinafter referred to as an "Agency Person"); (ii) any violation or alleged violation of any applicable federal or state laws, orders, rules or regulations of any government entity or agency by, through or as a result of Agency or any Agency Person; (iii) the release of any Customer information by Agency or any Agency Person (iv) the determination of the eligibility of a Qualified Customer by Agency or any Agency Person; and (v) any wrongful termination of any Qualified Customer by Agency or any Agency Person. Duke Energy shall have the right to participate in any defense provided by Agency, including, but not limited to, the selection of legal counsel. Nothing contained herein shall in any way waive any immunity from or limitation of liability that the Agency enjoys presently under the Florida Constitution, Florida Statutes, particularly with respect to Chapter 768 Florida Statutes, or other doctrine of sovereign immunity. The obligations contained in this section shall survive termination of this Agreement.

6. CONFIDENTIALITY

(a) Agency shall maintain the confidentiality of all Confidential Information (as defined below) pertaining to Duke Energy or its customers that may be disclosed to Agency in connection with this Agreement or in order to facilitate the payment of funds on behalf of Qualifying Customers. Agency shall not directly or indirectly disclose, divulge, reveal, report, or publish the terms of this Agreement or any Confidential Information without the prior written consent of Duke Energy unless required by law. The term "Confidential Information" whether written, electronically encoded or orally expressed, shall include, but not be limited to: (i) any and all Personally Identifiable Information (as defined below), (ii) any and all information, items and documentation which now constitute or may in the future constitute "proprietary confidential business information" and "trade secrets" under state or federal laws, or as defined under any subsequent amendments thereto; (iii) business records, financial records, accounting records, operating data, costs, lists of customers, product and marketing plans, copyrightable works and applications for registration and registration thereof, pending applications for patents in the United States and foreign

countries and any such patents that are issued, granted or published; and (iv) legal and regulatory information appurtenant to the foregoing. It is the Agency's responsibility to confirm the identity of the customer and to provide a Letter of Consent or certified compliance with the Verbal Consent Protocols (as such terms are defined in section 2 of this Agreement) prior to Duke Energy releasing any customer account information pertaining to the Qualified Customer. Further, Agency acknowledges and agrees that no information will be provided by Duke Energy to Agency without the prior consent of the Qualified Customer.

(b) Confidential Information shall not include information which (i) is or becomes generally available to the public in accordance with law other than as a result of a disclosure by Agency; (ii) is available to Agency on a non-confidential basis prior to its disclosure by Agency; (iii) lawfully becomes available to Agency on a non-confidential basis and in accordance with law from a third person who is not otherwise bound by a confidentiality agreement with Duke Energy or (iv) is independently and lawfully developed by Agency without the use of Confidential Information disclosed by Duke Energy.

(c) In the event Agency shall be requested or required (by law or regulation, oral questions, interrogatories, request for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Agency shall provide Duke Energy with immediate notice to enable Duke Energy to seek an appropriate protective order and/or waive compliance with this confidentiality provision.

(d) Agency acknowledges that Duke Energy may suffer irreparable harm in the event that Agency breaches any of the obligations under this confidentiality provision and that monetary damages may be inadequate to compensate for such breach. Accordingly, Agency agrees that, in the event of a breach or threatened breach hereof by Agency, Duke Energy in seeking to protect the Confidential Information and the terms of this Agreement shall, without limitation of any other rights, remedies, or damages available at law or in equity, be entitled to seek a temporary restraining order, preliminary injunction, or permanent injunction in order to prevent any such breach.

(e) Without limiting other obligations of Agency under this Agreement, Agency shall comply with all laws, rules, regulations, individual rights, and generally accepted standards, guidelines and practices for the privacy and security of Personally Identifiable Information it receives from Duke Energy regarding any Qualified Customer or directly from any Qualified Customer and Agency shall also safeguard and protect such PII to at least the same level that Agency affords to its most sensitive information. Agency will immediately report to Duke Energy any suspected or actual security incident involving any systems containing PII and any use, disclosure, compromise, or loss of PII not authorized under this Agreement. The term "Personally Identifiable Information" or "PII" as used herein means that portion of Confidential Information relating to an identified or identifiable individual, and the collection, use, or disclosure of which is governed by applicable law or regulation. PII includes, but is not limited to, name; likeness; physical location; postal or service address; email address or other online contact information (such as an online user ID); telephone number; date of birth; Social Security number (or its equivalent); driver's license number (or other government or regulator-issued identification numbers or information); account information (including but not limited to utility account information and identifiers that would permit access to an individual's financial, insurance policy, stock, or other security account information); payment card data (including, but not limited to, primary account information such as card number, expiration date, security code, full magnetic stripe data or equivalent on a chip, or PIN); access code, password, security questions and answers; medical information; health insurance information; biometric data; fingerprints; digital signatures; Internet Protocol (IP) address; or any other unique identifier.

(g) The undertakings of the confidentiality obligations by Agency hereunder shall survive the expiration or termination of this Agreement.

7. TERMINATION OF THE AGREEMENT

(a) Either Party may terminate this Agreement at any time for its convenience upon giving thirty (30) days' prior written notice to the other Party.

(b) Duke Energy may immediately terminate the Agreement upon Agency's failure to cure a breach of the Agreement within five days after having been given written notice of such breach by Duke Energy.

8. AGENCY REPRESENTATIONS AND WARRANTIES.

The Agency hereby represents and warrants to Duke Energy that: (i) it has the capacity, authority, and power to execute, deliver, and perform under this Agreement; (ii) this Agreement constitutes legal, valid, and binding obligations enforceable against the Agency; (iii) the person who executes this Agreement on behalf of the Agency has full and complete authority to execute and bind Agency to this Agreement as an authorized representative of Agency; (iv) Agency shall be responsible for all its employees, contractors representatives and agents acting on its behalf under this Agreement and the compliance with the terms of this Agreement by all such representatives. Agency may change such designated representatives by providing to Duke Energy the name, business address, title, telephone number, and facsimile number of the new or removed designated representative in writing prior to such change. If requested by Duke Energy, Agency shall promptly confirm and verify its authorized representatives to Duke Energy in writing.

9. GOVERNING LAW & VENUE

This Agreement and the rights and obligations of the Parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any principles of conflicts of laws where the giving of effect to any such principles would result in the laws of any other state or jurisdiction being applied to this Agreement. THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION BROUGHT HEREUNDER.

10. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreement or understanding between the Parties. The Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth or provided for herein. No prior course of dealing, usage of trade or course of performance shall be used to supplement or explain any term, condition or instruction used in this Agreement.

11. SEVERABILITY

In the event any provision, or any part or portion of any provision of this Agreement shall be deemed or defined by any law, regulation, ordinance, or order of any court of any governmental agency, or regulatory body having jurisdiction over either party, or held or declared by a court of competent jurisdiction to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the Parties shall be reduced or abated only to the extent required to remove or cure such illegal or unenforceable portion, so long as the Agreement is not affected in a manner or to the extent which would render it economically, technically, materially, or commercially infeasible to either Party.

12. WAIVER

The failure of Duke Energy to terminate the Agreement for the breach of any condition or covenant herein by Agency shall not affect Duke Energy's right to terminate for subsequent breaches of the same or other conditions or covenants. The failure of either party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of the party thereafter to enforce each and every such provision.

13. 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.

14. HEADINGS

The descriptive headings used throughout this Agreement are formulated and used for reference purposes only and are in no way to be construed as a limitation of the scope of the particular section to which they refer. In case of a conflict between a heading and the content of a section, the content shall control the meaning.

15. ACKNOWLEDGMENT

Both Parties acknowledge that they have had the opportunity to have this Agreement reviewed by legal counsel of their choice and that they understand the terms and conditions herein including the attachments hereto. In the event there is ambiguity in the language set forth herein, such ambiguity shall not be construed against the drafter of the Agreement.

16. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same agreement.

Signature page(s) follows

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement effective as of the day and year first above written.

Duke Energy Florida, LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

City of Pinellas Park

By: _____

Printed Name: _____

Title: _____

Email Address: _____

Date: _____

☐ **Please also establish online Agency Experience access**

By requesting access to the Agency Experience, the individual signing this agreement agrees to be established the primary administrator within the experience for the Agency and has the appropriate authority to do so within the Agency. You will be contacted via the email address provided with instructions regarding how to complete registration. Your access will be established using the information provided here.

Exhibit A

Verbal Consent Protocols

Agency must verify the identity of the customer, and should require the customer to provide: his/her Duke Energy account number, government ID or some other piece of information that a third party would not likely possess and that reasonably identifies the customer.

Agency shall prepare a prescribed script that the Agency representative must read to customer to obtain consent.

Agency representative must then prepare a log in which customer name, Duke Energy account number, date, type of identification provided by customer, and time of consent is recorded and retained.

Duke Energy shall have the right to inspect records of verbal consent upon request.

Agency shall send the consent records to Duke Energy on a quarterly basis or alternatively send quarterly reports on the number of customers that consented.

Agency shall conduct mandatory training of personnel and provide Duke Energy with evidence of training (e.g., training materials and attendance logs) to demonstrate that agency personnel were trained on how to ask for and obtain proper consent

Agency shall inform Duke Energy of any complaints, instances of data misuse or potential data breaches relating to the customer information.

Agency shall retain all records relating to customer consent for a period of not less than five (5) years or other duration required by Duke Energy on written notice.