

**MEMORANDUM OF AGREEMENT
FLORIDA LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
BETWEEN
DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS
AND
Florida Power & Light**

This **MEMORANDUM OF AGREEMENT** (“MOA”) is made and entered into by Desoto County Board of County Commissioners (“Agency”) and Florida Power & Light (“Vendor”) for the provision of energy to low-income households under the Florida Low-Income Home Energy Assistance Program (“LIHEAP”). Participants in the Agreement may individually be referred to herein as “Party” or collectively as the “Parties.”

PURPOSE

This Agreement establishes the responsibilities of the Vendor to ensure essential utilities are delivered to support low-income households through the Low-Income Home Energy Assistance Program (LIHEAP). By establishing clear roles, expectations, and procedures, eligible LIHEAP clients (“Client”) receive timely assistance with their energy needs from the participating Vendor.

TERM OF AGREEMENT

The initial term of this Agreement shall be for two (2) years, effective on the last date signed below (“Effective Date”), unless otherwise terminated as set forth herein. This Agreement terminates, supersedes, and replaces any prior LIHEAP Agreement in effect between the Vendor and the Agency.

TYPE OF ENERGY PROVIDED

Services provided by the Vendor:

- | | |
|---|--------------------------------------|
| <input checked="" type="checkbox"/> Electricity | <input type="checkbox"/> Natural Gas |
| <input type="checkbox"/> Fuel | <input type="checkbox"/> Coal |
| <input type="checkbox"/> Propane Gas | |

VENDOR ASSURANCES

In order to receive payments for clients who are approved for home energy assistance and crisis assistance, the Vendor agrees to the following:

Fair Treatment and Non-Discrimination: Vendor agrees to comply with all applicable federal and state nondiscrimination laws, including but not limited to Title VI of the Civil Rights Act of 1964 (45 C.F.R. Part 80), Section 504 of the Rehabilitation Act (45 C.F.R. Part 84), the Age Discrimination Act of 1975 (45 C.F.R. Part 90), and all LIHEAP program civil rights requirements. Vendor shall not deny service, impose different terms, or otherwise treat any LIHEAP-eligible household adversely on the basis of race, color, national origin, sex, age, disability, religion, or participation in LIHEAP.

- *Energy Related Payment:* Subject to the qualification in the next sentence of this paragraph, Agency and Vendor agree that Vendor will endeavor to ensure only energy-related elements of a utility bill are to be considered for payment with LIHEAP funds. Agency also acknowledges that Vendor’s system can only apply Home Energy Credits to the account but cannot limit those

credits to only energy-related elements of the utility bill(s). Notwithstanding anything to the contrary in this Agreement, Agency acknowledges that the Vendor cannot specifically apply payments or portions thereof specifically against energy-related charges, as Vendor payment processing always satisfies the oldest outstanding debt, regardless of debt type.

- *Charges from Illegal Activities:* Any charges resulting from illegal activities, such as returned check fees or meter tampering, will remain the responsibility of the client. No LIHEAP assistance funds will be used for any charges resulting from a client's illegal activities. AGENCY acknowledges and is aware that said charges will be the responsibility of the client.
- *Account Verification:* Subject to the Client providing a Vendor-approved release and authorization to Agency, Vendor agrees to assist Agency in verifying the LIHEAP Client's account information and, in the case of crisis assistance, make timely commitments to resolve the crisis. Subject to the Vendor's privacy requirements, the Vendor agrees to verify for Agency the following detailed Client account information: account holder name, account number, past due and current balances, disconnect status or reconnect requirements, minimum amounts required to avoid service interruption, and crisis resolution requirements. Vendor will make this information available through FPL Assist web portal or Assist support phone line. Any vendor approved release, and authorization must be obtained within the previous twelve (12) months of the account verification.
- *Client Responsibility:* When the LIHEAP assistance does not pay the complete charges owed by the Client, that Client is responsible for the remaining amount owed.
- *Prohibition on Fees & Ineligible Charges.* Vendor shall not impose any additional fees, surcharges, or penalties on customers due solely to their receipt of LIHEAP assistance, nor use LIHEAP funds to satisfy charges ineligible under federal guidance, including but not limited to charges resulting from illegal activities, returned-check fees, unauthorized use, or other non-energy-related charges. It is the responsibility of the Agency to obtain information needed for LIHEAP crisis standards of promptness via accessing the Vendor's web Assist Portal or requesting this information when contacting the Vendor's Assist team.
- Agency will only commit to pay energy related elements of a utility bill. No water, sewage, waste management, equipment, insurance or other non-energy elements may be paid.
- The VENDOR shall participate in the Annual Performance Measure Data Collection. To that end, the Agency shall collect twelve (12) months signed Authorization for Release of General and/or Confidential Information for LIHEAP Data from eligible Applicants who choose to allow their data to be collected as part of the annual performance measures and ensure the signed releases are available for inspection by the VENDOR. VENDOR is aware that as long as twelve (12) months signed Authorizations for Release of General and/or Confidential Information for LIHEAP Data are collected and available, the VENDOR will provide the requested customer data to FloridaCommerce.

PROCESS OF VERIFYING CLIENT INFORMATION

- *Client Eligibility Verification:*

- Agency shall verify Client eligibility for LIHEAP assistance based on Federal and State criteria including income threshold and crisis status.
- Agency will secure Client consent for information release through signed agreements, documented by the Agency.
- *Information Exchange:*
 - Vendor shall provide Agency and the FloridaCommerce-provided payment vendor with verification of required account information to ascertain Client eligibility for assistance.
 - Agency and/or the FloridaCommerce-provided payment vendor will coordinate with the Vendor to ensure accuracy and completeness of Client account information before payment commitments.

PAYMENT PROCEDURES

- *Payment Commitment:* Program benefits payments shall be rendered to Vendor within 30 days of commitment. Payments are made after Agency approves an application.
- *Payment to Vendor:* A FloridaCommerce-provided payment vendor issues the benefit payments directly to the energy Vendor.
- *Refund Handling:* If payments made cannot be applied to Client accounts, funds shall be returned to the FloridaCommerce-provided payment vendor within 45 days.
 - Any request for refund by Agency must be made within ninety (90) days of the payment being applied to Client's utility account and may only be made for the following reasons: i) Duplicate payment was made to Client's utility account; ii) Payment was issued in error, including having been sent to incorrect account and refund is needed; iii) Account holder violated energy assistance program guidelines; or iv) payment was otherwise determined to be unallowable under LIHEAP rules.
- *Documentation:* Vendor agrees to apply LIHEAP benefits to client accounts within reasonable amount of time. The Agency may confirm the amounts of LIHEAP benefits that have been applied to specific Client accounts through FPL's assist portal

MODIFICATION OF AGREEMENT

Either Party may request modification of the provisions of this Agreement. Modifications to this Agreement must be in writing and duly signed by the Parties. This Agreement shall be governed by laws of the State of Florida.

TERMINATION OF AGREEMENT

Termination of this Agreement may be made with a thirty (30) days written notice by either Party.

ADDITIONAL ASSURANCES

- Vendor acknowledges and complies with the requirement to maintain "active" status with the State of Florida, verified at <http://sunbiz.org/search.html>, and ensure compliance with all federal clearance checks.
- Both Parties shall ensure staff are trained in LIHEAP and maintain lists of authorized representatives for crisis resolution and payment commitments.
- Vendor will provide assurances regarding data privacy and release of information only with authorized client consent.

ADDITIONAL PROVISIONS

- This Agreement is governed by the laws of the state of Florida. In the event of litigation arising hereunder, the parties agree that the venue for such litigation shall be in the U.S. District Court for the Southern District of Florida; provided that, if for any reason the federal courts for the Southern District of Florida will not or cannot hear such action or proceeding, the venue for such litigation shall be the courts of the state of Florida located in Palm Beach County, Florida.
- BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.
- Neither the Vendor nor its parent, subsidiaries and any affiliated company of NextEra Energy, Inc. nor any of their respective officers, directors, agents, and employees shall be liable to the Agency for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including loss of use, cost of capital, loss of goodwill, lost revenues or loss of profit under this Agreement. Vendor's aggregate liability to the Agency with respect to all claims, demands, actions or losses arising as a result of or in any way connected with the performance or nonperformance by Vendor of its obligations under this Agreement, whether based on contract, warranty, indemnity, tort (including negligence), strict liability or otherwise, shall in no event exceed with respect to each Client, the applicable LIHEAP funds provided by the Agency to Vendor under this Agreement on behalf of each such Client giving rise to the claim, demand, action or loss. This paragraph will survive the termination or expiration of the Agreement.
- Vendor shall indemnify, defend, and hold harmless the Agency, FloridaCommerce, and their officers, employees, and agents from and against any claims, damages, liabilities, losses, and expenses arising out of Vendor's negligent acts, omissions, breaches of this Agreement, or unauthorized disclosure of Client information, except to the extent caused by the sole negligence of the Agency or FloridaCommerce.
- The Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. It is also agreed that the facsimile or electronic signature of either Party shall be binding upon the same as if signed in original.

CONTACT INFORMATION

The following contacts for both Parties are authorized to resolve crisis situations and make payment commitments on behalf of a client:

Agency Key Contact Name:

Name: Lauri Benson

Address: 201 E Oak Street, Suite 202, Arcadia, FL 34266

Email: l.benson@desotobocc.com

Phone: 863-993-4858

Vendor Key Contact Name:

Name: Laura Bayona

Address: 4105 15th Ave SW, Naples, FL, 34116

Email: Laura.Bayona@fpl.com

Phone: (239) 248-9176

IN WITNESS WHEREOF, by signature below, the Parties agree to abide by the terms, conditions, and provisions of the Memorandum of Agreement. This MOA is effective the date the last Party signs.

Florida Power and Light

DeSoto County Board of County Commissioners

By: _____
(Signature)

By: _____
(Signature)

Dawn Nichols VP of Customer Service
(Print/Type **Name and Title**)

Steve Hickox, Chairman

Date: _____

Date: _____

Vendor Address:

Agency Address:

700 Universe Boulevard
Juno Beach, Florida 33408
Federal ID Number: 59-0247775

201 E. Oak Street, Suite 202
Arcadia, Florida 34266