

**MEMORANDUM OF AGREEMENT
FLORIDA LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM
BETWEEN
BROWARD COUNTY, FLORIDA,
AND
FLORIDA POWER & LIGHT COMPANY**

This **MEMORANDUM OF AGREEMENT** ("Agreement") is made and entered into by Broward County, Florida, a political subdivision of the State of Florida ("Agency"), and Florida Power & Light Company, an active Florida for-profit corporation ("Vendor") for the provision of energy assistance benefits to eligible 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:

- | | |
|---|--------------------------------------|
| ☒ Electricity | ☐ Natural Gas |
| ☐ Fuel | ☐ Coal |
| ☐ 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:* Ensure households receiving assistance under LIHEAP are not treated adversely due to program participation.
- *Nondiscrimination:* Agree not to discriminate in the cost of goods supplied or services provided to eligible households.
- *Energy-Related Payments:* LIHEAP funds must only be used for the energy-related elements of a utility bill, with any exceptions requiring prior written approval from the State of Florida Department of Commerce ("FloridaCommerce"). Subject to the qualification in the next sentence of this paragraph, Agency and Vendor agree that Vendor will endeavor to cause only

energy-related elements of a utility bill 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 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 (collectively, "Ineligible Charges"), will remain the responsibility of the Client. LIHEAP assistance funds must not be used for any Ineligible Charges.

- *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, and crisis resolution requirements. Any Vendor-approved release and authorization must have been obtained within the previous twelve (12) months before 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.

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-designated payment vendor with verification of required account information to ascertain Client eligibility for assistance.
 - Agency and/or the FloridaCommerce-designated 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 45 days after commitment. Payments are made after Agency approves an application.
- *Payment to Vendor:* A FloridaCommerce-designated 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-designated payment vendor within 45 days.

Any request for refund by Agency must be made within ninety (90) days after the payment is 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 sent to incorrect account and refund is needed; or iii) Account holder violated energy assistance program guidelines.

- *Documentation:* Vendor agrees to apply LIHEAP benefits to Client accounts within a reasonable amount of time. The Agency may confirm the amounts of LIHEAP benefits that have been applied to specific Client accounts through Vendor'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 the laws of the State of Florida.

TERMINATION OF AGREEMENT

Termination of this Agreement may be made with at least thirty (30) days' advance written notice by either Party to the addresses specified in this Agreement's signature page.

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 their 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

- *Sovereign Immunity:* Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by Agency nor will anything included in this Agreement be construed as consent by Agency to be sued by third parties in any matter arising out of this Agreement.
- 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.

- 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: Cyrus King

Address: 900 N.W. 31 Avenue, Suite 3100, Fort Lauderdale, FL 33311

Email: cking@broward.org

Phone: 954-357-5802

Vendor Key Contact Name:

Name: Jennifer Villar

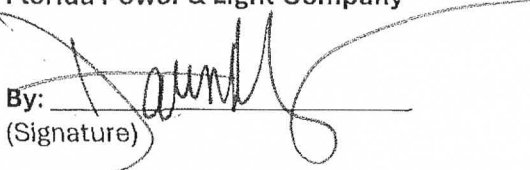
Address: 4200 W Flagler St, Miami, FL, 33134

Email: jennifer.villar@fpl.com

Phone: 305-442-5254

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

Florida Power & Light Company

By: 
(Signature)

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

Date: 2/10/24

Vendor Address:

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

Broward County, Florida

By: _____
(Signature)

Mark D. Bogen, Mayor

Date: _____

Agency Address:

Broward County Family Success
Administration Division
Attn: Efrem Crenshaw, Director
900 N.W. 31st Avenue, Suite 3000
Fort Lauderdale, Florida 33301
Email address: ecrenshaw@broward.org
With copy to: bsantiagorivera@broward.org

Reviewed and approved as to form:
Andrew J. Meyers, County Attorney

Angela M.

By: Rodriguez

Angela M. Rodriguez, Assistant County Attorney

Digitally signed by Angela M.
Rodriguez
Date: 2026.02.18 15:55:00 -05'00'

Danielle W.

By: French

Danielle W. French, Deputy County Attorney

Digitally signed by Danielle W.
French
Date: 2026.02.19 08:39:39 -05'00'