

LOW INCOME WEATHERIZATION ASSISTANCE PROGRAM (LIWAP) INCENTIVE AGREEMENT

This Low-Income Weatherization Assistance Program (LIWAP) Agreement (hereinafter "Agreement") is made and entered into this _ day of _____, 2024 (hereinafter "Effective Date") by and between Duke Energy Florida, LLC (hereinafter "Duke Energy"), a Florida limited liability company with an office in Charlotte, and local offices at 299 15¹ Ave., North St. Petersburg, FL, 33701 and Marion County, a political subdivision of the State of Florida, for the benefit of Marion County Community Services (hereinafter "Agency") a Florida organization with its offices located at 2710 E, Silver Springs Boulevard, Ocala, FL, 34470. Duke Energy and Agency may be referred to individually as the "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Duke Energy acknowledges that Agency uses its intake process and assessment tool to determine which Duke Energy low income customers (hereinafter "Customers") may receive the energy improvements (the "Services");

WHEREAS, Agency has a fiduciary obligation to meet and abide by the minimum requirements for receiving Duke Energy incentives applicable to the Low Income Weatherization Assistance Program ("LIWAP") and to use these incentives to help more low income customers; and

WHEREAS, Agency desires to perform these Services for Duke Energy's qualifying customers and is interested in receiving incentives from Duke Energy for such Services following Agency's completion and submission of the "Duke Energy Low Income Weatherization Program Data Form" to Duke Energy.

NOW THEREFORE, in consideration of the retention of Agency by Duke Energy and in consideration of the mutual agreement and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the Parties, Duke Energy and Agency agree as follows:

1. RECITALS

The above Recitals are true and correct and are hereby incorporated into this Agreement.

2. TERM

The term of this Agreement shall commence on the Effective Date and continue for five consecutive one (1) year terms (each a "Term") unless earlier terminated as provided for herein.

3. **SCOPE OF DUTIES**

During the term of this Agreement, Agency promises to weatherize and provide energy improvements identified in accordance with the requirements outlined in ***Attachment A*** as well as the filed program participation standards, provided in a separate document. In addition, Agency shall complete and submit a "Duke Energy Low Income Weatherization Program Data Form" identifying the measures that have been installed in a customer's home to Duke Energy.

Agency shall qualify all customers to determine that they are eligible to receive the Services in accordance with the Agency's standard intake process and assessment tool. In order for the Agency to receive the incentives, the qualifying customer must: (a) be in Duke Energy service territory and a residential metered customer; (b) The customer's home must be greater than two years old; (c) All energy improvements performed by the Agency must be accessible for verification by a Duke Energy representative; and (d) A State of Florida approved contractor must have performed all the Services.

Duke Energy will provide incentives to the Agency as provided on the "Duke Energy Low Income Weatherization Program Data Form", as outlined in ***Attachment B***, for the following energy improvements installed provided that installation was performed according to local/state codes and standards:

Weatherization Measure	Minimum Measure Requirement	Maximum Incentive Amount	Additional Requirements
Attic Insulation	Insulate single-family homes with R2 or less up to R38 on residences with whole-house electric air conditioning and/or electric heating Insulate single-family homes with RI 9 or less up to R38 on residences with whole-house electric air conditioning and/or electric heating.	\$.50 per square foot up to a maximum of \$1000 per home \$.50 per square foot up to a maximum of \$725 per home.	Must be a recommendation of a NEAT or DEF-approved audit, or Agency assessment protocol
Duct Leakage Test/Repair	Repair Centrally Ducted Electric Heated and Cooled Systems in Single-family Homes	\$175	Completed Duct Test and Repair

Reduce Air Infiltration	Must demonstrate a minimum reduction of 25% at 50 Pas in electrically heated homes. Not to exceed a minimum of 0.35 ACH in Single-family Homes.	\$125	Must be a recommendation of a NEAT or DEF-approved audit, or Agency assessment protocol
Electric Hot Water Reduction	Wrap electric water heater, insulate water pipes, lower temperature setting if needed, repair water leaks	\$48	Must be a recommendation of a NEAT or DEF-approved audit, or Agency assessment
HYAC Maintenance	Tune up on Centrally Ducted Electric Heated and Cooled Systems for Single-family Homes	\$175	Must be a recommendation of a NEAT or DEF-approved audit, or Agency assessment protocol
High Efficiency Heat Pump Replacing a Heat Pump	New HP for Single-family home must be a minimum 15 SEER and 8.8 HSPF	\$475	Must be a recommendation of a NEAT or DEF-approved audit, or Agency assessment protocol. Incentive applicable on each new HP installed
High Efficiency Heat Pump Replacing Electric Resistance Heat	New HP for Single-family home must be a minimum 15 SEER and 8.8 HSPF	\$475	
High Efficiency Central Air Conditioning	New High Efficiency Central Air Conditioner replacing less efficient Central Air Conditioner for Single-family home. New Air Conditioner must have a minimum cooling rating of 16 SEER.	\$725	Must be a recommendation of a NEAT or DEF-approved audit, or Agency assessment protocol
Water Saving Showerheads	Maximum of 2.5 gallon per minute flow on homes with Electric Water Heaters	\$7 per showerhead	Maximum of 2 per home

Energy-efficient Light Bulbs	Replace less efficient bulbs with 9W LED's with similar lumen output Replace less efficient specialty chandelier bulbs with 5W LED's	\$4.00 per bulb \$2.00 per bulb	Maximum of 6 light bulbs per household
Faucet Aerators	Water Flow Reduction on homes with Electric Water Heaters	\$3 per Aerator	Maximum of 2 per household
Smart Power Strip	Smart Power Strip	\$10 per Power Strip	Maximum of 1 per household
Refrigerator	Must be Energy Star rated	\$125	1 per household
High Efficiency Heat Pump coupled with participation in Residential Load Management	Heat Pump must have a minimum cooling rating of 17 SEER and customer must enroll in the residential load management program (Energy Wise).	\$2,500 for new single-family homes \$1,525 for new multi-family homes	Maximum of one 3 ton unit per home Maximum of one 2 ton unit per home

A "Duke Energy Low Income Weatherization Program Data Form" must be completed and submitted to Duke Energy for each home, indicating the improvements installed at the residence and the requested incentive amount.

4. **AUDIT**

Agency shall make available to Duke Energy access to customer records in each reporting period in support of the requested incentives. Duke Energy or any authorized representative of Duke Energy will have authority to inspect a minimum of 10% of the requested incentives. Agency shall preserve all information related to this Agreement and the incentives for a period of three (3) years after termination of this Agreement, during which period Duke Energy shall have the right to conduct any audit it may desire. Should discrepancies or questions arise, the information shall be preserved until agreement on its disposition is reached by the Parties.

5. **PUBLIC RECORDS**

- A. If, under the Agreement, Duke Energy is providing services and is acting on behalf of Agency as Provided under section 119.011(2), Florida Statutes Duke Energy shall:
 - 1. Keep and maintain public records required by Agency to perform the Agreement;
 - 2. Upon request from Agency's custodian of records, provide Agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time a cost that does not exceed the cost provided in Chapter 119, Florida States, or as otherwise

provided by law;

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirement are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Duke Energy does not transfer the records to Agency; and,
4. Upon completion of the Agreement, transfer, at no cost, to Agency, all public records in possession of Duke Energy to keep and maintain public records required by Agency to perform the Agreement. If Duke Energy transfers all public records to Agency upon completion of the Agreement. If Duke Energy transfers all public records to Agency upon completion of the Agreement, Duke Energy shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Duke Energy keeps and maintains public records upon completion of the Agreement, Duke Energy shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Agency upon request from Agency's custodian of public records in a format that is compatible with the information technology systems of Agency.

- B. IF DUKE ENERGY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DUKE ENERGY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations

601SE25thAve. Ocala, FL 34471

Phone: 352-438-2300

Fax: 352-438-2309

Email: publicrelations@marioncountyfl.org

6. DEFAULT AND REMEDY

A. Acts of Default. Agency shall be in default under this Agreement for failure to perform or fully satisfy any material obligation or condition created by this Agreement. In the event a measure was found to be improperly installed, defective or not present, the agency will be notified of such deficiency.

B. Cure Period. In the event Agency defaults under this Agreement, Agency will be allowed thirty (30) days within which to cure the default.

C. Default Remedy. Should Agency's fail to cure the default within the thirty (30) day time period, and notwithstanding the provisions of paragraph 5.A, Duke Energy may immediately terminate this Agreement.

7. TERMINATION

A. Upon Notice. Either Party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other.

B. Upon Default. Duke Energy may terminate this Agreement upon the default of Agency.

8. **INDEPENDENT CONTRACTOR**

In the performance of this Agreement, Agency is acting solely as an independent contractor. Nothing in this Agreement or the conduct of the Parties pursuant hereto shall be construed or implied to have created or to create between them any relationship of principal and agent, employer, employee, partners, or of joint ventures. Neither Agency nor its Parent Corporation, officers, directors, employees, agents, and contractors/subcontractors shall hold itself out as a representative, agent, partner, joint venture, licensee, employee, or other representative of Duke Energy.

9. **MUTUAL INDEMNIFICATION**

Each party agree to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees from an against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of this Agreement, including attorney's fees and cost (and costs and fees on appeal), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of this Agreement by such party, its officers, board members, agents, representatives or employees. This paragraph shall not be construed in any way to alter Marion County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes.

10. **GOVERNING LAW AND VENUE**

A. Governing Law. This Agreement and the rights and obligations of the Parties to this Agreement shall be governed 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.

B. Venue. Unless otherwise provided by law, any and all litigation between the Parties hereto arising out of this Agreement shall be instituted and maintained in the State Circuit Court of Pinellas County, Florida. Any cause of action arising by virtue of the laws of the United States shall be instituted in the United States District Court for the Middle District of Florida, Tampa Division. Such State and Federal courts shall have sole and exclusive jurisdiction over any such litigation or actions. The Parties hereby expressly and irrevocably waive the right to trial by jury in connection with any dispute arising out of this Agreement.

11. **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 contained herein, including the attachment hereto and in the extent of any ambiguity in the Agreement, such ambiguity shall not be construed against the drafter of the Agreement.

12. MISCELLANEOUS

A . Entire Agreement. The Agreement constitutes the entire understanding between Duke Energy and Agency relating to the subject matter hereof, superseding any prior or contemporaneous agreements or understanding between the Parties. The Parties shall not be bound by or be liable for any statement, prior negotiation, correspondence, representation, promise, draft agreements, 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.

B. Notice.

1. Unless otherwise stated herein, any notice required hereunder must be given in writing to the below-designated representative of each Party within the required specified period of time. Notice is deemed to be delivered by the Party providing such notice to the receiving Party at the address provided in Paragraph 2 below in the following manner: (1) upon hand-delivery; (2) upon confirmation of transmittal by facsimile or telex; (3) within five (5) business days after depositing such notice with the United States Postal Service first-class, registered or certified mail; or (4) within two (2) business days after depositing such notice with a nationally-recognized overnight courier service.

2. The Parties' respective authorized representatives and mailing addresses are as follows:

Duke Energy:

Attn: Monique Trice
299 1st Avenue North
St. Petersburg FL. 33701
(727)-523-4573 (o)
(216) 333-2204 (m)
Monique.Trice@duke-energy.com

Agency Name: Marion County

Address: 2710 E Silver Springs Blvd., Ocala, FL 34470
Contact: Helen Urie
Phone: 352-671-8781
Contact Email: Helen.Urie@marionfl.org

Or

Contact: Rich McLean
Phone: 352-671-8777
Contact Email: Richard.McLean@marionfl.org

3. Either Party may change its address or designated representatives for the receipt of notice, requests, or other communications hereunder by providing the other Party with notice within ten (10) business days and in accordance with Paragraph I of this Subpart.

C. 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.

D. Waiver. There shall be no waiver by either Party of any right, remedy, term, condition, or provision of this Agreement unless such waiver is expressed in writing and signed by the Party against which such waiver is sought to be enforced. Nor shall any usage of trade, course of dealing, practice of performance, or failure to strictly enforce any term, right, obligation or provision of this Agreement by either Party be construed as a waiver of any provision herein unless such waiver is expressed in writing and signed by the Party against which such waiver is sought to be enforced.

E. 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 or order any court or 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.

F. Survival. Neither termination nor cancellation of this Agreement shall be deemed to relieve the Parties of any obligations hereunder that by their nature survive termination or cancellation.

G. Captions. The headings used throughout this Agreement are inserted for reference purposes only and are in no way to be construed as a limitation of the scope of the particular sections to which they refer.

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IN WITNESS WHEREOF, the Parties have executed this Agreement effective for all purposes as of the Effective Date.

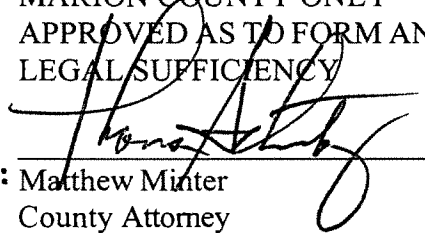
ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

Gregory C. Harrell
Clerk of Court

Michelle Stone
Chairman

FOR USE AND RELIANCE OF
MARION COUNTY ONLY
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

For: _____
Matthew Minter
County Attorney

DUKE ENERGY FLORIDA, LLC

By: _____

Name (Print): _____

Title: _____

Date: _____

Witness: _____

Name (Print): _____

Attachment A

LIWAP Minimum Distribution Requirements

- Duke Energy shall be provided with proof of the Agency's tax ID status.
- Duke Energy shall be provided with the Agency's guidelines established for qualifying customers, in order to receive the energy improvements, with said guidelines to be subject to Duke Energy's review and approval and shall not be modified or changed without Duke Energy's prior written approval.
- **Duke Energy's LIWAP Program Manager shall be provided with a written invoice of homes completed and submitted for incentives.** The invoice shall include a LIWAP Data Form for each home submitted for incentives and must include the Customer's name, address, the amount the Agency is seeking as an incentive, this information shall be submitted electronically to: Monique.Trice@duke-energy.com.
- Disbursements to Agency shall be made by check or Electronic Funds Transfer payable to the Agency responsible for overseeing the Services that have been performed.

Attachment B



Duke Energy Low-Income Weatherization Program Agency Data Form

Duke Energy Account Number:		Invoice Number:		General House Data:	
Agency Name:				Square Footage _____	
Client Name:				Pre-CFM _____	
Service Address:				Post-CFM _____	
City/State/ZIP:				Structure Age _____	
Unit Type: (check one) <input type="checkbox"/> Single-Family (frame) <input type="checkbox"/> Single-Family (masonry) <input type="checkbox"/> Mobile Home <input type="checkbox"/> Other _____					
Completed Measures: Check Completions Only Incentives					
Duct Leakage Repair		<input type="checkbox"/> Yes <input type="checkbox"/> No		Duke Energy will pay up to \$175 of total cost \$175.00 \$ _____	
Infiltration Reduction		<input type="checkbox"/> Yes <input type="checkbox"/> No		Reduction must be equal to or greater than 25% \$125.00 \$ _____	
HVAC Maintenance		<input type="checkbox"/> Yes <input type="checkbox"/> No		Duke Energy will pay up to \$175 of total cost \$175.00 \$ _____	
High-Efficiency Heat Pump: Manufacturer's Name _____ SEER _____ HSPF _____					
Heat Pump Replacing Heat Pump					
Indoor Unit Model Number _____		Outdoor Unit Model Number _____		Must install 15.0 SEER and 8.8 HSPF or higher \$475.00 \$ _____	
Heat Pump Replacing Electric Resistance Heat Pump					
Indoor Unit Model Number _____		Outdoor Unit Model Number _____		Must install 15.0 SEER and 8.8 HSPF or higher \$475.00 \$ _____	
High-Efficiency Central Air Conditioning:					
Central Air Conditioning Replacement					
Indoor Unit Model Number _____		Must install 16.0 SEER and 8.2 HSPF or higher \$725.00 \$ _____			
High-Efficiency Heat Pump with Load Management					
Indoor Unit Model Number _____		Outdoor Unit Model Number _____		Must install 17.0 SEER and 8.2 HSPF or higher \$ _____	
				\$2,500 for single-family home \$ _____	
				\$1,520 for multifamily home \$ _____	
Insulation:					
R-2 or less, up to R-38 Duke Energy will pay \$.50 per sq. ft.; max. \$1,000 per home					
Total Sq. Ft. Insulated _____		Sq. Ft. x \$.50 \$ _____			
R-19 or greater, up to R-38 Duke Energy will pay \$.50 per sq. ft.; max. \$725 per home					
Total Sq. Ft. Insulated _____		Sq. Ft. x \$.50 \$ _____			
Water Heating (choose one):					
<input type="checkbox"/> Water Heater Wrap <input type="checkbox"/> Pipe Wrap <input type="checkbox"/> Water Heater Repair <input type="checkbox"/> Water Heater Replacement \$48.00 \$ _____					
Miscellaneous Items: Requirements:					
Low-Flow Showerheads		Maximum of 2.5 gallon per minute flow; max. two per household \$7.00 per showerhead _____ x \$7.00 \$ _____			
5-W LED Bulbs		Maximum six 5-W LED bulbs per household \$4.00 per lamp _____ x \$4.00 \$ _____			
Faucet Aerators		Maximum two per household \$3.00 per aerator _____ x \$3.00 \$ _____			
Refrigerator Replacement		Maximum one per home ; must be ENERGY STAR® \$125.00 \$ _____			
Smart Power Strip		Maximum one per home \$10.00 per power strip _____ x \$10.00 \$ _____			
				Total Incentives: \$ _____	