

Florida Power & Light Company
FPL CARE TO SHARE® PROGRAM AGREEMENT
FPL East Service Area
5-Year Agreement from January 1, 2019 to December 31, 2023

THIS AGREEMENT is entered into between FLORIDA POWER & LIGHT COMPANY, hereinafter referred to as "FPL" and INDIAN RIVER COUNTY, 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 Manager, hereinafter referred to as the "FPL Area Manager." 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 Indian River 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 Manager.

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 Manager 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 have a household income level that falls at or below 150% of the Federal Poverty Level (as revised annually by U.S. Health and Human Services). The incomes of all persons residing at the service address are to be included in determining household income eligibility. The Agency may exercise flexibility in expanding income limits based on special recipient situations and needs.
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 \$500.
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 Manager, and may require additional approval by the FPL Lead Area Manager.

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 Manager will serve as primary contact concerning the overall administration of the program, including when the Agency is requesting an exception commitment.

The FPL Area Manager 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 Manager 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 Area Manager 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

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

The FPL Area Manager 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 Manager 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

Marlene M. Santos
 Vice President, Customer Service
 700 Universe Boulevard
 Juno Beach, Florida 33408

Agency Contact

Budget Director
 Indian River County Budget Department
 1801 27th Street
 Vero Beach, FL 32960
 772-226-1214

FPL Area/Regional Contact

Dianne Verner
 East Area Special Consumer Services Manager
 6001 Village Blvd., CSC/CSE
 West Palm Beach, FL 33407
 561-640-2540

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. Nothing herein shall constitute a waiver of Agency's sovereign immunity. This agreement is solely for the benefit of the named parties, and no enforceable right or cause of action shall accrue hereunder to or for the benefit of any entity or individual not a named party hereto. 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, 2019 to December 31, 2023. 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.

FPL
Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408

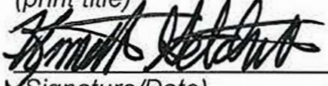
Agency
Board of County Commissioners
Indian River County, Florida

Marlene M. Santos
(print name)

Peter D. O'Bryan
(Print Name)

Vice President, Customer Service
(print title)

Chairman
(Print Title)



(Signature/Date)



(Signature/Date)



APPROVED BY BOARD OF COUNTY
COMMISSION: September 11, 2018
(Date)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

ATTEST: Jeffrey R. Smith, Clerk of Court and
Comptroller

BY 
DYLAN REINGOLD
COUNTY ATTORNEY

By: 

Deputy Clerk

Approved as to form and legal sufficiency:



Dylan Reingold, County Attorney
Indian River County, Florida

Approved: 

Jason E. Brown, County Administrator
Indian River County, Florida