

***Memorandum of Agreement between the City of Clearwater
and Duke Energy Florida, LLC***

THIS MEMORANDUM OF AGREEMENT (“**Memorandum**”) is dated as of August _____, 2026, between the City of Clearwater, Florida (“**City**”) and Duke Energy Florida, LLC (“**Duke Energy**”). The Memorandum constitutes a binding agreement between the City and Duke Energy, and provides a strategy for cooperation and achievement of a shared vision through broad collaboration, focusing on sustainability, resiliency and technology. City and Duke Energy are each a “**Party**” and collectively the “**Parties**” to this Memorandum.

RECITALS

A. City is a municipality. Among other things, it is responsible for protecting the public health, safety, and welfare of its residents, including encouraging and incentivizing economic development and increased economic opportunities for its businesses and residents.

B. Duke Energy is a vertically integrated public utility energy provider regulated by the Florida Public Service Commission (“PSC”). Duke Energy is the only provider of electricity within the City limits.

C. Over the course of many years, City and Duke Energy have cooperated with each other to facilitate the City’s growth, development, planning and energy needs and objectives.

D. City and Duke Energy have opportunities to build on many aligned interests and desires to advance those interests in a collaborative fashion.

E. To do this, City and Duke Energy are creating a holistic, collaborative and mutually beneficial relationship that supports each of their goals related to energy delivery and economic development.

F. City and Duke Energy acknowledge and represent to each other that each are entering into this binding Memorandum.

ACCORDINGLY, in consideration of the above stated Recitals, mutual covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereto covenant and agree as follows:

Section 1. Recitals. The above Recitals are true and correct, and form a material part of this Memorandum.

Section 2. Guiding Principles. To implement the provisions of this binding Memorandum, As City and Duke Energy agree to the following guiding principles.

2.1. *Collaboration*: City and Duke Energy will work collaboratively to achieve the shared vision with respect, transparency, and innovative thinking, as well as by establishing open and effective channels of communication to further their shared vision. This includes actual participation in early and open dialogue around resiliency, planning, and other matters. Duke

Energy agrees to appear annually at a regularly scheduled City Commission meeting to provide information on resiliency plans within the City.

2.2. *Leveraging City's and Duke Energy's Efforts*: The collaboration will leverage each Party's unique efforts and opportunities, such as collaboration on infrastructure improvements, economic development, and funding opportunities that align with this Memorandum.

2.3. *Storm Readiness*: The Parties have a shared interest in safety and resiliency, especially in times of severe weather such as hurricanes. To accomplish this goal, it is helpful to identify and verify the critical facilities within the City that may have the greatest impact on safety and resiliency during times of storm restoration. DEF and the City will meet annually, prior to the summer storm season, to review and update the list of critical facilities within the City.

Storm readiness and support activities will be coordinated through DEF's emergency management, storm response, and service restoration processes and will include: (1) annual review and mutual agreement of the City's critical customer and facility list prior to the start of storm season; (2) coordination and direct information sharing between the DEF Emergency Operations Center (EOC) representative and the City EOC to support situational awareness, road-clearing priorities, and restoration efforts for critical customers and facilities; and (3) consideration of traffic signal restoration as a life-safety priority, coordinated through the DEF EOC representative and consistent with overall restoration priorities and operational conditions.

2.4. *Vegetation Management*: Attachment A includes the items that have been identified as agreed upon best practices by both Duke Energy and City to achieve the parties' common goal around vegetation management.

Section 3. Agreements. In furtherance of the Parties' shared Vision of increased economic opportunities and prosperity, the Parties agree to the following binding commitments:

3.1. *Duke Energy agrees to*:

3.1.1. Cause a Vision Community Action Plan to be performed by Vision First Advisors at Duke Energy's sole expense and to be paid directly by Duke Energy on behalf of the City to Vision First Advisors or such other third party as the Parties may mutually agree upon, the timing of which will be coordinated with the City to best achieve its strategic goals, but will begin no later than January 1, 2027, unless the Parties agree otherwise.

3.1.2. Provide on-going Economic Development support in furtherance of the recommendations and strategies developed pursuant to section 3.1.1. in amounts no less than twenty-thousand dollars (\$20,000.00) per year for the first five (5) years of the term of this Memorandum.

3.1.3. Cause to be performed a Downtown Retail Development strategy to be performed by Retail Strategies or such other third party as the Parties may mutually agree upon the timing of which will be coordinated with the City to best achieve its strategic goals.

3.1.4. The funding under section 3.1.3. will be provided in five (5) tranches of thirty thousand dollars (\$30,000.00), the timing of which will be coordinated with the City to best achieve its strategic goals. Based on the strategy developed in 3.1.3., provide a site readiness review by Retail Strategies or such other third party as the Parties may mutually agree upon the timing of which will be coordinated with the City to best achieve its strategic goals.

3.1.5. To assist with the City's increased infrastructure resiliency goals to further economic growth and development, beginning with the first effective of year of this Memorandum and continuing for five (5) consecutive years thereafter for a total of six (6) years, annual donations of one-hundred thousand dollars (\$100,000.00).

3.1.6. Cause to be performed site-readiness evaluations of City-designated areas in the downtown area and the Hercules Industrial Park on schedules to be determined jointly by the Parties to further City's strategic goals.

3.1.7. Provide five (5) annual payments of twenty-thousand dollars (\$20,000.00) in economic development funding for the North Greenwood Community Redevelopment Agency, through Grove @ 1105.

3.1.8. Complete construction of a looped feed for the City Police Headquarters located at 645 Pierce St.

3.1.9. To donate ten-thousand dollars (\$10,000.00) annually for the first twenty (20) years of this Memorandum towards the City's beautification efforts.

3.1.10. To work together with the City to draft and execute a twenty-year (20) term Naming-Rights Sponsorship Agreement (NRSA) with the City for improvements to Coachman Park, to include shade producing structures, with the Company agreeing to provide thirty-thousand dollars (\$30,000.00) annually per the term of the NRSA.

3.1.11. Provide annual update of 3rd party users on Duke Energy poles across the City and assist with coordination as needed.

3.1.12. Provide annual GIS update of Duke Energy distribution network.

3.1.13. Allow City continued use of property adjacent to Clearwater Beach Restoration Center, adjacent Countryside Recreation Complex and Library at 2191 Soule Road at no cost. Also allow parking access in Duke Energy ROW at Carpenter Complex and BayCare Ballpark.

3.1.14. Duke Energy will provide line extension estimates once all applicable information is received within 30 days. Relocations/Systems Upgrades and large projects will require additional engineering time and typically would be available withing 90 days of receipt of all applicable information.

3.1.15. Leverage Duke maintained attic stock of electrical gear for critical time sensitive projects.

3.1.16. Duke quality assurance process to include ADA accessibility of power pole installation to ensure poles installed in ROW and sidewalks complies with ADA requirements.

Section 4. General Provisions.

4.1. **Binding Agreement.** This Memorandum constitutes a legally binding contract enforceable by each Party hereto. It is agreed by the Parties that nothing in this document will be deemed or construed as creating a joint venture, trust, or partnership between the Parties. This document is for the benefit of the Parties and does not create third party rights. Nothing in this document constitutes a waiver of City's ordinances, City's regulatory jurisdiction or Florida's utility regulatory jurisdiction.

4.2. *No Impact on Other Agreements:* The execution, delivery and performance by the Parties of this document does not, in any way, amend, modify or otherwise alter any such Party's respective rights and obligations under any other agreement, instrument or other understanding by which it is bound including, without limitation, the Franchise Agreement between the Parties.

4.3. *Duration:* The duration of this Memorandum will coincide with the term of the 2026 Franchise Agreement between the Parties.

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IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum as of the Effective Date.

DUKE ENERGY FLORIDA, LLC

Melissa Seixas, State President
Duke Energy Florida, LLC

CITY OF CLEARWATER

Bruce Rector
Mayor

Jennifer Poirrier
City Manager

Approved as to form:

Attest:

Owen Kohler
Interim City Attorney

Rosemarie Call
City Clerk

Attachment A
Vegetation Management

1. Recognizing that Duke Energy has a right and obligation to trim trees in the vicinity of its facilities, Duke Energy will, nonetheless, within reason and practicability, recognize and work with the City's established tree trimming standards, directives, guidelines and/or considerations as a matter of professional courtesy and good-faith supportive of the common interest of both parties.
2. Duke Energy 's vegetation management will consider and recognize the species of tree in its tree trimming practices and will notify as well as collaborate with the City in its planning activities prior to the performance of such practices. Generally, live oaks represent the most sensitive trees.
3. The use of growth inhibitors may, within reason, be applied to trees in certain or designated locations on a selective and limited basis with consultation and/or approval from City staff prior to any such treatment or application.
4. City will encourage and educate residents and developers to utilize the 'Right tree, Right place' philosophy when planting trees in the future within its jurisdictional boundaries. The City will also include these best management practices with developers as part of its plan review and permitting processes. This includes, but not limited to, the planting of trees near underground lines where the root system may grow into and damage underground cables.
5. Duke Energy will provide City notice of regularly scheduled vegetation maintenance work not less than 5 days before commencement of such scheduled work. This typically occurs annually. As in recent years, Duke Energy will show maps to the City Manager and/or City delegate of areas where Duke Energy plans to trim/remove trees. The City will identify any areas of particular concern and agrees to work cooperatively with Duke Energy on public outreach efforts.
6. Duke Energy recognizes that the City has tree trimming management standards and philosophy. Duke Energy also recognizes that the City has a fiduciary obligation to preserve as well as protect the visual heritage and natural aesthetics of the tree canopy, which is valuable to residents and the community's image as a whole. To both these ends, Duke Energy agrees to work with the City in good faith and will acknowledge as well as support the City's quality standards related to tree management where reasonable or practically feasible.
7. Duke Energy will, in advance of any action, continue to proactively communicate, inform,

and engage with homeowners that stand to be directly impacted by any upcoming scheduled tree trimming work. The City also agrees to support Duke Energy in this outreach effort to the extent such support does not violate the City's fiduciary role to the community and its residents.

8. Upon request by either party, Duke Energy and City agree to meet at reasonable intervals to discuss issues related to tree trimming work within City Rights-of-Way which may include considerations and/or recommendations for undergrounding power lines as part of a sustainable long term solution. These collaborative meetings may occur in the field where the trimming will take place. Such discussions by the parties will also include options to determine agreed upon tree trimming to protect the legacy and heritage tree canopy, typically being live oaks, within the City's Rights of Way.
9. City acknowledges Duke Energy performs some trimming on a reactive basis oftentimes when a tree has caused an outage or an outage is imminent (example, a falling/leaning tree presenting a hazard to a power line either under or above ground). In these cases, Duke Energy must perform the necessary trimming and removal as quickly as possible. This means prior notification or meeting with City staff, homeowners, and/or other stakeholders may not be feasible due to time constraints to safeguard the threat.