

DONATION AGREEMENT
Between Duke Energy Florida, LLC and Pinellas County, Florida

This Donation Agreement ("Agreement") is entered into as of ____ of _____, 2025, by and between **Duke Energy Florida, LLC**, a Florida limited liability company with its principal office located at 299 1st Ave N, St. Petersburg, Florida 33701 ("Donor"), and **Pinellas County**, a political subdivision of the State of Florida, located at 315 Court St., Clearwater, FL 33756 ("County").

RECITALS

WHEREAS, the County desires to maintain and protect the inherent value of natural, cultural and recreational resources through access, education, and stewardship that enhances quality of life for our community and future generations; and

WHEREAS, the Donor wishes to support these efforts through a voluntary, charitable contribution to the County; and

WHEREAS, the County agrees to accept Donor's voluntary single occurrence financial contribution and believes the acceptance of such support serves a valid municipal and public purpose.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

- 1. Donation.** The Donor hereby agrees to donate on a one-time basis to the County five hundred thousand dollars and no cents (\$500,000.00) (the "Donation") for the specific purposes outlined in Paragraph 2 herein. Payment will be made as a single occurrence by check no later than sixty (60) days from approval by the County.
- 2. Purpose.** The purpose of the Donation is to assist the County with construction of a pedestrian bridge in Raymond H. Neri Community Park, located in the Lealman area of Pinellas County, Florida. The County agrees to use the Donation specifically to further the ends described in this paragraph.
- 3. Acknowledgment.** The County may publicly acknowledge the donation through appropriate signage, press releases, or other means, subject to mutual agreement between the parties.

4. **No Obligation.** This donation is made voluntarily and does not constitute a procurement of goods or services. No goods, services, or other benefits are expected or required in return. Nothing contained herein will be deemed or construed by the parties to this Agreement, nor by any third party, as creating the relationship of principal and agent, or a partnership or joint venture between the Donor and the County, and nothing contained herein will be deemed to create any relationship other than the relationship of donor and donee.
5. **Assignment.** This Agreement and the rights and benefits hereunder may not be assigned by either party without the prior written consent of the other party, which consent shall be in the sole and absolute discretion of the non-assigning party.
6. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions or agreements, whether written or oral, regarding the subject matter hereof.
7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action to enforce or interpret this Agreement shall be exclusively brought in a court of competent jurisdiction located in the County of Pinellas, State of Florida.
8. **Annual Appropriation.** Nothing contained herein shall be construed as a County covenant to budget and appropriate for improvements beyond the current fiscal year.

IN WITNESS WHEREOF, the parties have executed this Donation Agreement as of the day and year first written above.

Duke Energy Florida, LLC

By: Sharon Arroyo

Name: Sharon Arroyo

Title: Vice President, Government & Community Relations

Pinellas County Board of County Commissioners

By: _____

Name:

Title: