

## **First Amendment to the Premier Power Service Contract**

This First Amendment to the Premier Power Service Contract (“First Amendment”) is made and entered into as of \_\_\_\_\_, 2021 (the “Effective Date”) by and between Duke Energy Florida, LLC (the “Company”) and City of Cocoa, a Florida municipal corporation (the “Customer”). This First Amendment is issued pursuant to the Premier Power Service Contract, initially dated and executed by the Company on February 11, 2020 to become effective as of February 26, 2020 (the “Contract”) which Contract is hereby incorporated into this First Amendment by reference. This First Amendment shall be governed by the terms and conditions set forth in the Contract. Duke and Customer desire to modify the Contract as set forth herein. Duke and Customer are hereinafter individually referred to as a “Party” and collectively as the “Parties”.

**WHEREAS**, the Parties now desire to modify and amend the Contract to the sole extent as set forth in this First Amendment.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. The section titled Premier Power Scope of Attachment A of the Contract is replaced and superseded with the following:

Premier Power Scope:

The Company will provide the design, engineering, labor, supervision, equipment, materials, and such other Services as may be necessary to operate and maintain the backup generation system as described below:

- The Company will furnish and install:
  - One (1) 3,000kW, Generation System (“System”)
    - The System will be EPA Tier 4 Final certified.
    - The System will be housed within level II sound attenuated enclosures.
    - One (1) 5000A 480V Output Breaker included.
    - 48-hour Underwriters Laboratories (“UL”) 142 sub-base fuel tanks included.
    - Woodward and SEL devices for control and protection included.
  - One (1) 480V-4,160V Step-Up, Pad-Mounted, Transformer.
  - One (1) Medium Voltage 5kV Automatic Transfer Switchgear enclosed within a NEMA 1 enclosure.
    - Space in the enclosure will be included for Company provided current transformers and potential transformers for revenue metering.
    - One (1) Master Control included.
    - One (1) Human-Machine Interface (“HMI”) touchscreen interface included.
    - DC Battery system included.
- The Company shall maintain 24-hour continuous remote monitoring and service dispatch.
  - In the event an issue occurs with the System, the Company shall notify the Customer of the issue and inform the Customer as repairs to the System progress.
  - In the event a lower level issue occurs that does not impact the operation or performance of the System, the Company shall use commercially reasonable efforts to resolve the issue within days.

- In the event an issue occurs that impacts the operation or performance of the System, the Company shall use commercially reasonable efforts to have a technician visit the Customer's facility within two (2) hours.
  - If the Company is unable to resolve the issue during the visit, the Company and the Customer shall mutually agree on a solution and time frame for the Company to resolve the issue.
  - In the event the Company determines the use of temporary backup generator rental(s) is necessary due to the time frame required to repair the System, the Customer shall not be responsible for the cost of the temporary backup generator rental(s).

- The Company shall be responsible for annual maintenance services by qualified technicians for the term of this Contract.
- Notwithstanding Section 6 of the Premier Power Service Contract, Customer agrees that the Company will obtain all necessary permits to operate and maintain the equipment over the term of this Contract.
- Consistent with Florida law, Section 11 of the Premier Power Service Contract shall not apply in instances of gross negligence or intentional misconduct by the Company.

4. All other provisions of the Premier Power Service Contract not affected by this First Amendment shall remain in force and effect.

**IN WITNESS WHEREOF**, the Parties have caused this First Amendment to the Premier Power Service Contract to be executed by their duly authorized representatives as of the Effective Date first above written.

**City of Cocoa, a Florida municipal corporation**

**Duke Energy Florida, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

(type/print) \_\_\_\_\_

(type/print): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_