

**Procurement Code Exemption**  
**Byproduct Services - Electric and Water/Wastewater**

**Scope of Procurement Code Exemption:**

JEA produces byproducts through its normal operations. In efforts to support JEA's environmental sustainability initiative, and to obtain the best use of rate payer dollars, JEA may either beneficially reuse or landfill byproducts. This includes the procurement, sale, marketing and management of Byproducts for Electric and Water/Wastewater (materials resulting from the process of generating electricity, producing potable water and treating wastewater including but not limited to, bottom ash, bed ash, fly ash, gypsum, activated carbon, resin, sludge and biosolids residuals). In an effort to beneficially reuse byproducts, JEA may apply for certification from appropriate state agencies in Florida and other States, may certify contractors to handle the byproducts in accordance with the certification received, may sell the byproducts for use within the certifications, and may procure existing landfill space or lands for landfill purposes to best serve JEA. JEA may operate a landfill for byproducts through use of JEA forces, or may contract for services relating to operation of a landfill for byproducts using methods which will produce the best results for JEA, including requiring that contractors operate landfills be certified and experienced in the use of both byproduct materials and landfill operations. This procurement exemption provides JEA staff with the authority to make timely procurement commitments and to effectively participate in opportunities to market, transport, explore innovative technologies, beneficially reuse, install, sanitation and dewatering to mitigate negative environmental impacts and dispose of byproducts. It governs the marketing, transportation (including the lease/purchase of rail assets), exploration of innovative technologies, beneficial reuse, installation, sanitation and dewatering in mitigation of negative environmental impacts and disposal of byproducts.

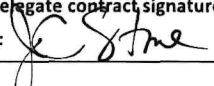
	Agreement Price	Contract Signatory Authority
Contracts for the Procurement of Byproduct Services	> \$10,000,000	JEA Board
	\$5,000,000 to \$10,000,000	Chief Executive Officer
	\$1,000,000 to \$5,000,000	Chief Financial Officer <u>and</u> Chief Operating Officer
	\$100,000 to \$1,000,000	VP of Electric Systems <u>or</u> VP of Water & Wastewater Systems
	< \$100,000	Senior Director, Energy Operations <u>or</u> Director WW & Reuse Treatment <u>or</u> Director Water Operations & Treatment Support Services

All enabling agreements should be reviewed and approved by the Office of General Counsel prior to signature.


Documentation			
	Agreement Price	Term	Responsible Party
Responsible for Retaining Procurement and Contract Documentation	Any Amount	Any	Senior Director, Energy Operations <u>or</u> Director WW & Reuse Treatment <u>or</u> Director Water Operations & Treatment Support Services

Procurement Methodology			
Type of Procurement	Price	Approving Entity	Procurement Guidelines
Accelerated Bids	Any Amount	Senior Director, Energy Operations <u>or</u> Director WW & Reuse Treatment <u>or</u> Director Water Operations & Treatment Support Services	If a short procurement timeframe is required, the JEA business unit may use an accelerated bid process to sell or procure byproducts by issuing a solicitation via email to prospective bidders. Under this procurement method, JEA Byproducts staff will receive bids directly from the bidders for quick evaluation and award of a contract.
Unsolicited Offers	Any Amount	Senior Director, Energy Operations <u>or</u> Director WW & Reuse Treatment <u>or</u> Director Water Operations & Treatment Support Services	JEA may enter into contracts based on unsolicited offers for the marketing, transportation, beneficial reuse, installation and disposal of byproducts without using a competitive bidding process. JEA may engage in negotiations with the party that provided the unsolicited offer to improve the terms, conditions and/or pricing. JEA will be allowed to take advantage of unsolicited offers when such procurements are determined to provide operational and/or economical advantage to JEA and acceptance of such offer is in JEA's best interest.
Collaborative Procurement Agreements	Any Amount	Senior Director, Energy Operations <u>or</u> Director WW & Reuse Treatment <u>or</u> Director Water Operations & Treatment Support Services	JEA may participate in, sponsor, conduct, or administer a collaborative procurement agreement for the procurement or sale of byproducts, with one or more public or utility industry partners in accordance with an agreement entered into between the participants, when such action is deemed to be in the JEA's best interest.
Loan or Sale	Any Amount	Senior Director, Energy Operations <u>or</u> Director WW & Reuse Treatment <u>or</u> Director Water Operations & Treatment Support Services	JEA may loan or sell byproducts, when it is in the best interest of JEA to do so. JEA will be reimbursed for expenses incurred and compensated at fair market value for services or product loaned or sold.

I hereby delegate contract signature authority to the JEA personnel as provided herein.

Approved:   
Jay Stowe  
Managing Director CEO  
Date: 01/17/2024

Accepted:   
Ricky Erixton  
VP of Electric Systems  
Date:

Accepted:   
Hai Vu  
VP of Water/Wastewater Systems  
Date: 01/18/2024

**Procurement Code Exemption  
Real Estate Services Procurements**

**Scope of Procurement Exemption:**

Pursuant to the JEA Charter, JEA is authorized to acquire real property (or any estate or interest therein), for the use of the utilities system. Such acquisitions may be made by grant, purchase, gift, devise, condemnation by eminent domain proceedings, exchange, lease, or in any other manner provided by applicable law. JEA is further authorized to sell, lease, or otherwise transfer, with or without consideration, any real property (or interest therein) determined by the Board to be no longer needed or useful in connection with use of the utilities system.

The procurement and sale or transfer of real property (or interests therein) is sufficiently different from the procurement and sale or transfer of tangible personal property and services required by JEA. Accordingly, this Real Estate Services Directive ("Directive") supplements JEA's Procurement Code to delegate authority to the CEO and the CEO's designee(s) to acquire, sell, lease or otherwise transfer certain real property (or interests therein).

JEA will have the need to acquire, sell, purchase, lease, license or otherwise transfer interest, access or use to property, real or personal for the expansion of utilities or for other uses in an expeditious and economical manner.

The full requirements for Real Estate activities are contained in the Real Estate Procurement Directive approved by the JEA Board. The JEA Charter requires Board review of the Directive every two years.

**All agreements should be reviewed and approved by the Office of General Counsel prior to signature.**

**Acquisitions, Easements and Other Conveyances of Real Property**

JEA Real Estate Services will diligently determine and pursue the types of property rights most advantageous to JEA. These rights may include fee simple acquisitions, easements or various other interests as needed.

**Surplus, Dispositions, Easements and Other Conveyances of Real Property**

JEA may market and negotiate transactions for surplus properties in a variety of methods including, but not limited to, direct negotiations, third party consultants/brokers, Request for Proposals, Invitation to Negotiate, Sealed Bids, Public Auction or any other method as determined to be in the best interest and as necessary in real estate matters for utilities system use and expansion or for other uses in an expeditious and economical manner. For any real property that exceeds either an assessed value or just market value of \$50,000 as determined by the property appraiser of the county where the real property is located, JEA shall not sell such real property for less than the appraised value as certified by an MAI certified appraiser, unless approved by the City Council.

**Surplus and Sale of Real Property:**

In declaring property surplus, the Procurement Officer must certify that such real property is no longer needed by JEA. Other charter provisions further govern disposition of assets.

**Leases, Licenses and Other Transfers of Real Property**

This Directive shall apply to leases of Real Property, whether JEA is lessee or lessor. The Real Property Procurement Officer will negotiate terms including rental rates with the prospective lessee or for JEA as lessor of real property interests. If JEA leases any real property to another agency, firm, corporation, entity, or individual, it shall cause a memorandum of said lease to be recorded in the official records with the clerk of the circuit court where the property is located.

**Levels of Approval**

Acquisition Type	Assessed Value of Property or Negotiated Sales Price	Required Approval	Contract Signatory Authority
<b>Acquisitions, Dispositions and Leases of Real Property &amp; Easements</b>	> \$2,000,000	JEA Board	Director Real Estate Services
	\$1,000,000 to \$2,000,000	Managing Director/Chief Executive Officer	Director Real Estate Services
	\$500,000 to \$1,000,000	Chief Financial Officer	Director Real Estate Services
	\$100,000 to \$500,000	Vice President of Economic Development	Director Real Estate Services
	< \$100,000	Director Real Estate Services	Director Real Estate Services

**Eminent Domain Actions**


JEA will use condemnation procedures under the power of eminent domain for acquisition of real property rights as deemed necessary. JEA is vested with the power of eminent domain under authority of Article 21, Charter of the City of Jacksonville, Chapter 92-341, Laws of Florida, as amended, and Chapter 361, Florida Statutes. Statutory provisions for eminent domain procedures and supplemental proceedings are found in Chapters 73 and 74, Florida Statutes.

After determining that the property cannot be purchased by negotiation and upon direction by the Real Estate Procurement Officer, Real Estate Services will submit a Resolution authorizing condemnation to be presented to the Board. If the Resolution is approved by the Board, Real Estate Services, on behalf of JEA, will initiate condemnation proceedings with assistance from OGC. If a settlement is negotiated, the settlement amount will be presented for approval to the appropriate approving entity consistent with levels of approval stated in this Directive.

**Documentation**

The Director Real Estate is responsible for retaining procurement and contract documents for all transactions covered in this directive.

The CEO is authorized to designate the Real Property Procurement Officer(s), who shall maintain and implement this Directive as it relates to the sale, lease, or transfer of real property (or interests therein) for the use of the utilities system. The CEO and designated Real Property Procurement Officer(s) will acquire, sell, lease, or otherwise transfer real property (or interests therein) for the use of JEA in accordance with provisions of the JEA Charter, this Directive as well as applicable laws, rules, regulations, policies and procedures. The JEA Board of Directors reviews and approves this Directive every two years. Last review was August 2023.

Approved:   
Jay Stowe  
Managing Director CEO  
Date: 01/17/2024

Accepted:   
Michael Corbitt  
Director of Real Estate  
Date:

## **ARTICLE 1 GENERAL PROVISIONS**

### **1.01 Authority.**

Pursuant to Article 21 of the Charter of the City of Jacksonville (Charter), JEA is authorized to acquire Real Property for the use or expansion of the utilities systems by grant, purchase, gift, devise, condemnation by eminent domain proceedings, exchange, lease or in any other manner authorized by applicable law. JEA is further authorized to dispose of Real Property that is no longer needed or useful for operation of the utilities systems by sale, lease, or transfer.

### **1.02 Application, Rules of Construction**

(a) *Interpretation.* This Real Estate Services Procurement Directive (Directive) shall be subject to and construed to be consistent with the provisions of Article 21 of the Charter and all applicable local, state and federal laws, regulations, rules, and policies.

(b) *Application of this Directive.* This Directive supplements the Amended and Restated JEA Procurement Code (Code) and applies to transactions for the acquisition or disposition of Real Property. To the extent that there is any conflict between the Code and this Directive related to the acquisition or disposition of Real Property, this Directive shall govern.

(c) *Rules and Policies.* In accordance with Section 21.04 of the Charter, this Directive shall serve to detail the rules and procedures governing JEA's reporting, acquisition, sale, purchase, lease, license, transfer, and disposition of real property.

(d) *Transparency.* This Directive shall be posted on JEA's website in a conspicuous manner for the public to view.

(e) *Periodic Review.* In accordance with Section 21.04 of the Charter, at least every two years during the time of its self-assessment, the JEA Board (Board) shall review this Directive to make any changes or amendments as deemed necessary to comply with applicable provisions of the Charter or that best serves the interest of JEA. To that end, the CEO, designees, or others that use this Directive may submit to Real Estate Services or the Board any ideas or suggestions that improve the efficient implementation of the rules and procedures contained herein.

(f) *Severability.* If any provision of this Directive is found void, invalid, or inoperative by a court of competent jurisdiction or other binding legal source, then such provision shall be severed and will not render invalid the remaining portions of this Directive.

(g) *Singular-Plural.* In this Directive, unless the context requires otherwise, words in the singular include the plural, and those in the plural include the singular.

(h) *Job Titles*. If a JEA job title used in this Directive is changed in the future due to JEA organizational changes, this Directive shall be construed by substituting the appropriate successor job title.

(i) *Use of Capitalized Terms*. Unless otherwise specified, capitalized terms used in this Directive shall have the meanings given to them in the Definitions section of the Code.

**1.03 Definitions.** The following terms shall have the meanings provided below.

(a) *Easement* means a nonpossessory interest in land created by a grant or agreement that confers upon the grantee the limited right, liberty, and privilege to use the land for a specific purpose, term, and consideration.

(b) *Fee Simple Interest* means a permanent tenure and absolute estate in land and any improvements on or thereto, with freedom to dispose of in whole or in part.

(c) *Lease* means an interest in land, buildings, structures, and/or improvements designated by a contract creating a lessor-lessee relationship in which the lessee is granted use, possession, and control for a specified term for a predetermined cost with conditions attached.

(d) *Long Term Strategic Site* means any Surplus Property that JEA intends to master-plan, develop, or otherwise transfer or dispose of in phases over a period of time exceeding one year.

(e) *Purchase and Sale Agreement* means a legally binding agreement that obligates the buyer to buy and the seller to sell real property. Such agreements provide the terms of the transaction, including but not limited to price, respective obligations, contingencies, and limitations.

(f) *Real Property means* all lands, buildings, structures, improvements, and fixtures thereon; any property of any nature appurtenant thereto or used in connection therewith; and every estate, interest and right, legal or equitable, therein, including any such interest for a term of years. As used in this Directive, Real Property also includes Real property as defined in the Code.

(g) *Surplus Property* means Real Property that is no longer needed or useful for operation of the utilities systems, or disposal of which best serves JEA's interests.

## **ARTICLE 2 DELEGATION OF AUTHORITY, DESIGNATIONS**

**2.01 Delegation of Authority.** By its approval of this Directive, the JEA Board delegates authority to the Chief Executive Officer/Managing Director (CEO) to negotiate, enter, and execute agreements (including all supplemental documentation necessary for closing) on behalf of JEA to acquire, use and dispose of Real Property subject to the provisions contained herein.

**2.02 Real Estate Services.** The CEO is authorized to delegate to the Director of Real Estate (and Real Estate Services) authority to maintain, administer, and implement this Directive as it

relates to the acquisition, sale, lease, use, or transfer of Real Property. This delegation includes the Director of Real Estate's authority to negotiate, enter, and execute agreements (including all supplemental documentation necessary for closing) on behalf of JEA to acquire, use and dispose of Real Property subject to the provisions contained herein.

Real Estate Services shall administer the use, acquisition, and disposition of Real Property on behalf of JEA; establish priorities and operating standards as necessary; determine and pursue the types of property rights and interests that best serve JEA; and assess risk associated with and provide guidance related to completing Real Property transactions. Subject to applicable rules, policies, and procedures governing the procurement of services, Real Estate Services may retain, on an as-needed basis, all services necessary to implement this Directive, including but not limited to appraisal firms, survey firms, land use firms, and/or environmental firms to assist with the acquisition or disposition of Real Property.

**2.03 Office of General Counsel.** The Office of General Counsel (OGC) shall review substantial written instruments related to Real Property transactions to ensure legal sufficiency. OGC shall be responsible for engaging outside legal services necessary to aid in the initiation, assessment and completion of Real Property transactions.<sup>1</sup>

## **ARTICLE 3 REAL PROPERTY ACQUISITIONS**

**3.01 General Guidance.** JEA shall acquire Real Property on terms most favorable to JEA, with due consideration to maintenance and operational efficiency, and at costs consistent with prevailing market rates for comparable Real Property situated within JEA's service area. As applicable, in instances where timing may impact terms favorable to JEA, the CEO or Real Estate Services may negotiate transactions and enter into agreements to acquire Real Property, conditioned upon final approval by the Board.

(a) *Negotiations for Acquisition of Real Property.* At the direction of the CEO, Real Estate Services will assess the need for and negotiate acquisition of Real Property for the use or expansion of the utilities systems. Real Estate Services shall coordinate preparation and execution of all written instruments necessary to acquire Real Property.

(b) *Documentation.* Every appraisal, offer, or counteroffer must be in writing. Complete and accurate records of every appraisal, offer, and counteroffer shall be maintained by Real Estate Services.

(c) *No Joint Acquisitions.* JEA shall make no acquisitions jointly with another entity without prior approval by the Board. No property shall be jointly owned by JEA and any private party except as authorized under Florida law.

(d) *Costs of Acquisitions.* Real Property shall be acquired in an economically feasible manner that best serves the interest of JEA ratepayers. Prior to the acquisition of Real Property,

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<sup>1</sup> As used in this Directive, references to the Office of General Counsel shall include the use of outside counsel engaged to provide specialized legal services.

Real Estate Services shall confirm the availability of adequately appropriated funds to pay all costs, including but not limited to any option payments and due diligence expenses.

(d) *Title Examinations and Surveys; Recordable Instruments.* All title examinations, surveys, and other title records obtained in the course of acquiring title shall be reviewed by the OGC for marketability and encumbrances. All documents to be recorded in favor of JEA or placing an interest in Real Property in JEA, including easements, shall be reviewed by the OGC for form and legal sufficiency before delivery of the document is accepted and recorded.

(e) *Form of Deeds.* All fee conveyances to JEA shall be by no less than special warranty deed unless the conveyance is from the federal government, a state agency or another local government, or an instrumentality of any of them, from which a quitclaim deed is acceptable. A donation may be made by quitclaim deed if Real Estate Services determines that acceptance of a quitclaim deed is in JEA's best interests. A quitclaim deed may also be accepted to aid in clearing title or boundary questions. Real Estate Services shall coordinate review and confirmation of all legal descriptions on instruments conveying property to JEA.

(f) *Appraisals.* For parcels assessed at \$50,000 or less Real Estate Services may use the assessed value. All appraisals used for the acquisition of Real Property shall be prepared by a state-certified appraiser and be prepared according to generally accepted appraisal standards. As applicable, each appraisal report shall state any extraordinary assumption or hypothetical condition made by the appraiser in determining market value and shall document and adequately support the appraiser's estimate or conclusion of value.

(g) *Disclosure of Beneficial Interests.* Conveyances to JEA by any person or entity holding Real Property in the form of a partnership, limited partnership, corporation, trust, or any form of representative capacity whatsoever for others shall comply with applicable provisions of section 286.23, Florida Statutes, regarding notice and disclosure requirements.

(h) *Limited Authority to Modify Board Approved Purchase Instruments.* Real Estate Services may modify a purchase instrument approved by the Board to extend the time for option exercise, closing date, submittal deadlines, or any other time limit in the agreement if the total extension of time for closing does not exceed 180 days after the closing date in the purchase instrument approved by the Board. The Real Property Procurement Officer is authorized to modify the legal description in a purchase instrument approved by the Board to conform the description to the description on the certified survey.

(i) *Disclaimer.* In instances where the Real Property Procurement Officer becomes aware of an instrument purporting to convey Real Property to JEA recorded in the public records of Duval County, which instrument has not been accepted by JEA, Real Estate Services may, on behalf of JEA, execute an instrument disclaiming any right, title or interest JEA may have in and to the Real Property and record such instrument in the public records of Duval County after having determined that JEA has no need for such Real Property. Such disclaimer shall be reviewed and approved for legal sufficiency by the Office of General Counsel.

**3.02 Leases to JEA.** JEA may lease Real Property when there is a need for the use or expansion of the utilities systems that cannot be met satisfactorily in JEA controlled space and leasing is more advantageous to JEA than constructing new facilities or altering existing JEA facilities.

**3.03 Donations, Gifts to JEA.** JEA may acquire Real Property by donation or gift when such acquisition best serves the interest of JEA.

(a) In such instance, prior to acceptance, Real Estate Services will investigate the quality of title, boundaries, and any environmental issues to the extent necessary to assess whether the property is marketable, whether the donor has authority to convey the property, and whether there are any apparent adverse impacts to JEA because of the acquisition.

(b) Based upon such investigation, the CEO or designated Real Property Procurement Officer on behalf of JEA, may accept a donation or gift conveying Real Property without prior approval by the Board if: (1) no consideration is paid by the JEA for the conveyance; and (2) JEA assumes no obligations with respect to the property except the normal responsibility incidental to ownership of the property interest being acquired.

(c) No acceptance of a donation or gift is effective until indicated by a written, executed acceptance of the conveyance. The instrument of conveyance and, if applicable, the instrument of acceptance, shall be recorded in the Public Records of Duval County.

**3.04 Real Property Condemnation Actions by JEA.** Pursuant to Chapter 361 of the Florida Statutes (as amended) and Article 21 of the Charter, JEA is vested with eminent domain powers to acquire Real Property for the use or expansion of the utilities systems. Such powers shall be executed in accordance Chapters 73 and 74 of the Florida Statutes (as amended).

## **ARTICLE 4 DISPOSITIONS OF REAL PROPERTY**

**4.01 General Guidance.** JEA may dispose of Real Property that is determined to be no longer needed or useful, or if such disposition best serves the interest of JEA. When such determination has been made, Real Property may be disposed of through exchange, negotiations, sealed competitive bids, public auctions, lease or any other means JEA deems in its best interest in accordance with this Directive and subject to applicable provisions of local and state law. All conveyances of fee interest in JEA-owned Real Property by the Real Property Procurement Officer shall be "as is, where is, and with all faults."

### **4.02 Real Property Transactions Subject to Prior City Council Approval.**

(a) In accordance with Section 21.04 of the Charter, any Real Property that exceeds either an assessed value or just market value of \$50,000, as determined by the property appraiser of the county where the Real Property is located, shall not be sold for less than the appraised value as certified by an MAI certified appraiser, without prior approval by the Council.

(b) In accordance with Section 21.11 of the Charter, any sale, lease, assignment, or other transfer of Real Property that will result in a total net loss of 1 percent or more of JEA's



service territory or a total loss of 1 percent of the electric, water, or wastewater, customer accounts (based on the latest available JEA monthly financial statements) shall require prior approval by the Council.

**4.03 Board Declaration of Surplus Property.** In accordance with Section 21.04 of the Charter, the Board shall, by resolution, fix and determine when JEA-owned Real Estate is no longer needed or useful, and authorize the disposition thereof. The Board may also, in its discretion, adopt a resolution delegating authority to the CEO to surplus and dispose of Real Property when doing so best serves the interest of JEA. Real Estate Services may circulate a sufficiently detailed description of Surplus Property to the City and the independent agencies thereof to determine whether the property is needed for a public purpose.

**4.04 Disposition of Real Property by Bid, Competitive Solicitation, or Public Auction.**

(a) *Bid/Competitive Solicitation.* Real Estate Services may choose to submit Surplus Property to the Procurement Department for sale through a sealed bid or competitive solicitation process. Real Estate Services may request that the Procurement Department advertise Surplus Property for sale in a local newspaper of general circulation for a minimum bid equal to the appraised value, if an appraisal was obtained, but no less than 25 percent of the assessed value. The bidding period shall remain open for at least ten days after publication of the notice.

(b) *Public Auction.* If Real Estate Services determines that Surplus Property may be more advantageously disposed of by public auction, then it may be sold at public auction to the highest and best bidder for cash, after publication of a notice of the auction in a newspaper of general circulation in the City published at least ten days before the date of the auction, setting forth the date, time, and place of the auction and a legal description and street address (if available) of the surplus Real Property.

**4.05 Disposition by Direct Sale to Adjoining Owners.** At the direction of the Board (or authorized designee), Real Estate Services may negotiate directly for the sale of Surplus Property with adjacent property owners. In such instances, Real Estate Services shall send notice by mail to the adjacent property owners that the property is available for purchase. The property may be conveyed at private sale to an adjoining owner without receiving bids or publishing notice. If after receipt of the notice by the adjoining owners, two or more qualifying adjacent property owners notify Real Estate Services of a desire to purchase the Surplus Property, the Real Estate Services may negotiate directly with the competing property owners and may convey the parcel to the owner who agrees to the highest price or may reject all offers. Real Estate Services may execute all documents required to convey the property to the successful owner including execution of the deed. The deed shall cite this section of the Directive as authority for execution.

**4.06. Donations or Sales for Nominal Value to Other Public Agencies.** The Board (or authorized designee) may authorize the sale, donation, or exchange of Surplus Property to another governmental agency for public use regardless of the actual value of the property.



## **ARTICLE 5 TEMPORARY/SHORT-TERM USE OF REAL PROPERTY.**

**5.01 Temporary Use, Licensing and Other Transfers of JEA-Owned Real Property.** Real Estate Services may negotiate, enter, and execute agreements for non-exclusive, use of JEA-owned Real Property for residential, recreational, commercial, industrial, educational, retail, or other uses to the extent that such uses do not interfere with use or operation of the utilities systems.

**5.02 Lease of Real Property.** At the direction of the CEO (or designee), Real Estate Services may pursue, negotiate, and execute leases of Real Property for residential, recreational, commercial, industrial, educational, retail, or other uses. Any lease or renewal thereof lasting for a term of more than five years shall be subject to approval by the CEO (or designee). In accordance with Section 21.04 of the Charter, if JEA leases any Real Property to another agency, firm, corporation, entity, or individual, it shall cause a memorandum of said lease to be recorded in the official records with the clerk of the circuit court where the property is located.

## **ARTICLE 6 DISPOSITION OF LONG-TERM STRATEGIC SITES.**

The Board, by resolution, may identify a Long-Term Strategic Site and authorize the disposition of such site by the CEO (or authorized designee). Such resolution shall:

- (1) Set forth sufficient findings of fact demonstrating that disposition of the Long-Term Strategic Site best serves JEA's interests;
- (2) Detail the CEO's authority with respect to transfer or disposition of the Long-Term Strategic Site; and
- (3) Authorize the CEO (or authorized designee) to execute any and all documents necessary to effectuate such transfer(s) or disposition(s) subject to review by the Office of General Counsel for legal sufficiency and in accordance with this Directive and all applicable local, state, and federal law.

## **ARTICLE 7 REPORTING; RECORDKEEPING**

No less than quarterly, the CEO (or designee) shall prepare and circulate to the Board a report summarizing all Real Property transactions. Complete and accurate records of Real Property transactions shall be maintained by Real Estate Services.

## **ARTICLE 8 LEVELS OF APPROVAL FOR REAL ESTATE TRANSACTIONS**

**8.01 Approvals by the Board.** Board approval shall be required for all Real Property transactions exceeding \$2,000,000.

**8.02 Approval by the CEO.** The CEO shall be authorized to approve and execute Real Property transactions in an amount not to exceed \$2,000,000. The CEO may delegate such authority to Real Estate Services.

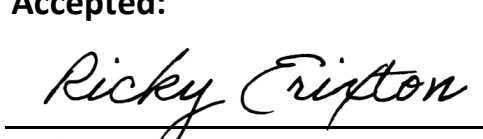
## **ARTICLE 9 WAIVER BY THE BOARD**

In the best interests of JEA, the Board may waive any provision contained herein to the extent that such waiver is not prohibited by local, state, or federal law.

<b>Procurement Code Exemption</b> <b>Fuels Management Services Procurements - Procurement of Fuels, Emission Allowances, and Associated Transport</b>			
Scope of Procurement Code Exemption: Fuel Management Services (FMS) Department develops and administers cost-effective strategies for the procurement of fuel, emission allowances, and associated transportation. JEA recognizes that the procurement of fuel, emission allowances and associated transportation is sufficiently different from the procurement of other supplies and services required by JEA. This procurement exemption supplements JEA's Procurement Code to provide JEA staff with the authority to make timely procurement commitments and to effectively participate in fuel, emission allowance, and transportation (including customs fees) markets. It governs the procurement of fuel, emission allowances and associated transportation notwithstanding any provision in JEA's Procurement Code or current Florida State Statute to the contrary.			
	Agreement Amount	Contract Signatory Authority	
<b>Contracts or Approval for the Procurement or Sale of Fuels Management Services</b>	> \$50,000,000	JEA Board (Per Delegation of Authority)	
	\$35,000,000 to \$50,000,000	Chief Executive Officer	
	\$20,000,000 to \$35,000,000	Chief Financial Officer <b>and</b> Chief Operating Officer	
	\$10,000,000 to \$20,000,000	VP Electric Systems	
	< \$10,000,000	Senior Director, Energy Operations	
<b>All enabling agreements should be reviewed and approved by the Office of General Counsel prior to signature.</b>			
Documentation			
	Agreement Amount	Term	Responsible Party
<b>Responsible for Retaining Procurement and Contract Documentation</b>	Any Amount	Any	Senior Director, Energy Operations or designee
Procurement Methodology			
Type of Procurement	Agreement Amount	Approving Entity	Procurement Guidelines
Accelerated Bids	Any Amount	Senior Director, Energy Operations	If a short procurement timeframe is required, the JEA business unit may use an accelerated bid process to procure generating fuel by issuing a solicitation via email to all those on the appropriate JEA's bidders list. All those on the Bidder's List shall receive the solicitation. Under this procurement method, JEA Fuels staff will receive bids directly from the bidders for quick evaluation and award of a contract.
Unsolicited Offers	Any Amount	Senior Director, Energy Operations	JEA may enter into contracts based on unsolicited offer for fuel, emissions allowances, and/or associated transportation of fuels without using a competitive bidding process. JEA may engage in negotiations with the party that provided the unsolicited offer to improve the terms, conditions and/or pricing. JEA will be allowed to take advantage of unsolicited offers when such procurements are determined to provide operational and/or economical advantage to JEA and acceptance of such offer is in JEA's best interest.
Collaborative Procurement Agreements	Any Amount	Senior Director, Energy Operations	JEA may participate in, sponsor, conduct, or administer a collaborative procurement agreement for the procurement of generating fuel, emission allowances, and/or associated transportation of generating fuels with one or more public or utility industry partners in accordance with an agreement entered into between the participants, when such action is deemed to be in the JEA's best interest. Note -JEA's natural gas supply and hedging instruments are procured under a Cooperative Agreement with TEA, and the Cooperative Agreement dictates JEA's day to day purchases of natural gas.
Loan or Sale	Any Amount	Senior Director, Energy Operations	JEA may loan or sell Generating Fuels, Air Emission Allowances and/or transportation of Generating Fuels when it is in the best interest of JEA to do so. JEA will be reimbursed for expenses incurred and compensated at fair market value for services or product loaned or sold.

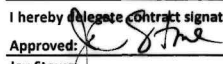
I hereby delegate contract signature authority to the JEA personnel as provided herein.

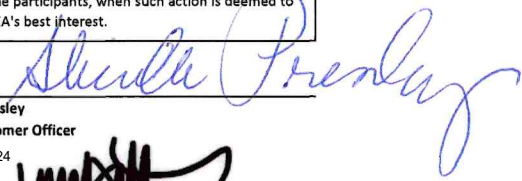
Approved:  
  
 Jay Stowe  
 Managing Director CEO  
 Date: September 30, 2021

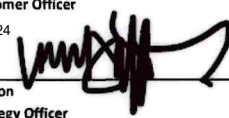
Accepted:  
  
 Ricky Erixton  
 VP of Electric Systems  
 Date: September 30, 2021

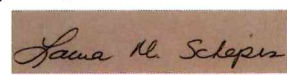
Procurement Code Exemption Customer and Community Engagement			
<p>This JEA Procurement Code Exemption relates to all goods and services needed to support and manage JEA's Customer and Community Engagement initiatives and activities. For purposes of this procurement directive, Community Engagement means any activities authorized in Section 21.04(y) of Article 21 (JEA), City of Jacksonville Charter and other activities regarding JEA or JEA's community brand that inform, engage, and educate JEA customers and the communities that JEA serves. These services should promote the efficient use of JEA's services through public education including exhibits, conferences, displays, tours and other events customary to the utilities industry and also to publicize, advertise and promote the objectives of JEA. Examples of Customer and Community events include, without limitation, Corporate and Agency Engagement (including memberships), JEA Speakers Bureau, JEA Facility Tours, and JEA Community Event Participation. JEA's Customer &amp; Community Engagement staff approves cooperative programs between JEA and other public and private entities and JEA customer groups. JEA's involvement with Community Engagement is authorized by the JEA Charter, as is cooperative programs that enhance JEA's brand reputation and serve to educate our customers and community on JEA's services, programs and making doing business with JEA easier and more affordable. JEA recognizes that the procurement of these types of goods and services is sufficiently different from the procurement of other supplies and services required by JEA.</p>			
	Agreement Amount	Contract Signatory Authority	
Contracts for the Procurement of Community Engagement Supplies and Services	> \$1,000,000	JEA Board	
	\$500,000 to \$1,000,000	Chief Executive Officer	
	\$250,000 to \$500,000	Chief Financial Officer <u>and</u> Chief Customer Officer <u>or</u> Chief Strategy Officer <u>or</u> Chief External Affairs Officer <u>or</u> Chief Human Resources Officer	
	\$100,000 to \$250,000	VP Customer Experience Insights & Digitization <u>or</u> VP Corporate Strategy <u>or</u> VP Communications	
	< \$100,000	Director, Customer & Community Engagement <u>or</u> Director Customer Experience Insights & Strategy <u>or</u> Director Learning & Development <u>or</u> Sr. Director of Employee Services	
All enabling agreements should be reviewed and approved by the Office of General Counsel prior to signature.			
Documentation			
	Agreement Amount	Term	Responsible Party
Responsible for Retaining Procurement and Contract Documentation	Any Amount	Any	Director, Customer & Community Engagement <u>or</u> Director Customer Experience Insights & Strategy <u>or</u> Director Learning & Development
Procurement Methodology			
Type of Procurement	Agreement Amount	Approving Entity	Procurement Guidelines
Accelerated Bids	Any Amount	Director, Customer & Community Engagement	If a short procurement timeframe is required, the JEA business unit may use an accelerated bid process to sell or procure supplies or services covered by this procurement exemption by issuing a solicitation via email to prospective bidders. Under this procurement method, staff of the VP & Chief Customer Officer will receive bids directly from the bidders for quick evaluation and award of a contract.
Unsolicited Offers	Any Amount	Director, Customer & Community Engagement	JEA may enter into contracts based on unsolicited offers for supplies or services covered by this procurement exemption without using a competitive bidding process. JEA may engage in negotiations with the party that provided the unsolicited offer to improve the terms, conditions and/or pricing. JEA will be allowed to take advantage of unsolicited offers when such procurements are determined to provide operational and/or economical advantage to JEA and acceptance of such offer is in JEA's best interest.
Collaborative Procurement Agreements	Any Amount	Director, Customer & Community Engagement	JEA may participate in, sponsor, conduct, or administer a collaborative procurement agreement for the procurement or sale of supplies or services covered by this procurement exemption, with one or more public or utility industry partners in accordance with an agreement entered into between the participants, when such action is deemed to be in the JEA's best interest.


I hereby ~~delegate~~ contract signature authority to the JEA personnel as provided herein.

Approved:   
Jay Stowe  
Managing Director CEO  
Date: 01/17/2024

Accepted:   
Sheila Pressley  
Chief Customer Officer  
Date: 1/24/24

Accepted:   
Laura Dutton  
Chief Strategy Officer  
Date: 1/19/2024

Accepted:   
Laura Schepis  
Chief External Affairs Officer  
Date: 1/19/24

Accepted:   
David Emanuel  
Chief Human Resources Officer  
Date: 1/19/24

**Procurement Code Exemption  
Financial Instruments and Services**

**Scope of Procurement Exemption:** This Procurement Code Exemption relates to certain financial instruments and services that are offered in a well-defined limited market, may involve complex negotiations among sophisticated counterparties, and often require a limited timeframe in which to complete a transaction. At all times, financial instruments and services procured under this exemption shall include as much fair and open competition as administratively possible. The following financial instruments and services may be procured under this exemption:

**Bond Underwriting Services** - Including services to underwrite variable or fixed rate bonds, notes, commercial paper or other debt-related financial instruments issued under any bond resolution approved by the JEA Board, subject to a negotiated sale or competitive bid.

**Fiduciary Services** - Including trustee, registrar, paying agent, escrow agent, custody, and other similar fiduciary services in conjunction with the issuance and management of debt and/or investment of assets.

**Credit Rating Agency Services** - Including the procurement of debt ratings and related informational services from nationally recognized credit rating agencies.

**Dealer and Remarketing Services** - Including dealers or remarketing agents that market commercial paper, variable rate demand obligations, or other variable rate debt issued under any bond resolution approved by the JEA Board.

**Investment Purchase and Management Services** - Including the purchase or sale of allowed securities or entering into securities lending arrangements under JEA's Investment Management Policy, or entering into agreements with professional investment managers to manage JEA's assets.

**Financial Transaction Support Services** - Including services directly related to a financial transaction including, but not limited to escrow verification services, accounting services, and financial printing services.

**Financial Instruments and Arrangements** - Including financial instruments and arrangements primarily used as risk management strategies (including but not limited to swaps, caps, floors, collars, options, forward supply agreements, float contracts, and Guaranteed Investment Contracts), credit support (including but not limited to bond insurance, surety policies, letters of credit, and other credit enhancement facilities), and liquidity support (including but not limited to continuing covenant agreements, standby bond purchase agreements, and lines of credit).

**Agency Services for the Sale of Financial Assets** - Including, but not limited to, procuring the services of an agent to sell tax credits or other financial assets.

**Investor Relations Services** - Including services related to the research of or direct communication with the investors, either electronically or in person.

**Financial Compliance Services** - Including services necessary to meet compliance requirements of bond covenants and regulators.

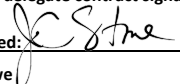
	Agreement Amount	Contract Signatory Authority
Contracts for the Procurement of Financial Instruments and Services	> \$25,000,000	JEA Board
	\$10,000,000 to \$25,000,000	Chief Executive Officer
	\$1,000,000 to \$10,000,000	Chief Financial Officer
	\$100,000 to \$1,000,000	VP Financial Services
	< \$100,000	Treasurer


All enabling agreements should be reviewed and approved by the Office of General Counsel prior to signature.

Documentation			
	Amount	Term	Responsible Party
Responsible for Retaining Procurement and Contract Documentation	Any	Any	Treasurer

Procurement Methodology			
Type of Procurement	Amount	Approving Entity	Procurement Guidelines
Accelerated Bids	Any Amount	Treasurer	If a short procurement timeframe is required, the JEA business unit may use an accelerated bid process to sell or procure supplies or services covered by this procurement exemption by issuing a solicitation via email through JEA's Financial Advisor or directly to prospective bidders. Under this procurement method, JEA's Financial Advisor or staff of the VP Financial Services or will receive bids directly from the bidders for quick evaluation by JEA staff and award of a contract.
Unsolicited Offers	Any Amount	Treasurer	JEA may enter into contracts based on unsolicited offers for supplies or services covered by this procurement exemption without using a competitive bidding process. JEA staff or JEA's Financial Advisor may engage in negotiations with the party that provided the unsolicited offer to improve the terms, conditions and/or pricing. JEA will be allowed to take advantage of unsolicited offers when such procurements are determined to provide operational and/or economical advantage to JEA and acceptance of such offer is in JEA's best interest.

I hereby delegate contract signature authority to the JEA personnel as provided herein.

Approved:   
Jay Stowe  
Managing Director/CEO  
Date: 01/17/2024

Accepted:   
Ted Phillips  
Chief Financial Officer  
Date: 1/17/2004

## Procurement Code Exemption

### Electric System Procurement Directive - Sale of JEA-Owned Transmission and Ancillary Services

Scope of Procurement Exemption: It is JEA's policy to sell transmission and ancillary services, in accordance with JEA's Transmission Tariff and FERC orders, on the JEA Open Access Same-time Information System (OASIS). JEA is an owner of the Florida OASIS with other Florida utilities, which is a system that facilitates the marketing of transmission capacity to eligible transmission customers in a non-discriminative manner.

#### Tariff

The JEA Board has approved a tariff for the sale of transmission and ancillary services.

#### Enabling Agreements & Blanket Agreements

Included in the tariff are Enabling Agreements which are negotiated by JEA and includes Blanket Use Agreements which are templates for sales agreement with other utilities. The Enabling Agreements are executed prior to any business conducted on JEA's OASIS. Enabling Agreements set out the framework for how business is conducted including, but not limited to, transmission service studies, facility studies including any facility upgrades, and the payment of transmission and ancillary services.

#### Transmission and Ancillary Services

In accordance with FERC Orders, JEA will study and post its available transmission capacity on OASIS to facilitate transfers in, out or through the JEA electric system. JEA will sell its available transmission capacity to any transmission customer that has an Enabling Agreement with JEA. Transmission and ancillary services are sold per the tariff, the Enabling Agreement and online negotiations on OASIS. In the cases where there is no available transmission capacity and a request is made on OASIS, JEA will perform studies to determine what facility upgrades would be necessary to satisfy the request to any customer that executes the appropriate Enabling Agreements. Additional agreements may be needed to actually expand the system to satisfy the request.

#### Approval Requirements

Type of Agreement	Contract Type	Contract Signatory Authority	Maintains Documentation
Tariffs	Any	JEA Board	Senior Director, Energy Operations or designee
Enabling Agreements	Short-term Non-Firm	Blanket - Senior Director, Energy Operations (Note 1)	Senior Director, Energy Operations or designee
	Short-term Firm	Senior Director, Energy Operations	Senior Director, Energy Operations or designee
	Long-term Firm	VP Electric Systems	Senior Director, Energy Operations or designee

All enabling agreements should be reviewed and approved by the Office of General Counsel prior to signature.

Note 1: Use of short-term transmission may be authorized on OASIS by the Operator on duty or higher.

I hereby delegate contract signature authority to the JEA personnel as provided herein.

Approved:



Jay Stowe  
Managing Director CEO

Date: 10/12/2022

Accepted:



Ricky Erixton  
VP of Electric Systems

Date: 10/13/2022

## Procurement Code Exemption

### Procurement and Sale of Environmental Allowances excluding Air Emissions Allowances which are procured under the Fuels Management Services

Scope of Procurement Exemption: Environmental Allowances refers to environmental trading credits associated with JEA's activities in procurement, generating, using, constructing or providing energy, water, or wastewater to other related services. This Procurement exemption does not include Air Emissions Allowances, and is covered under the Fuels exemption. Examples of Environmental Allowance markets include, but are not limited to, wetland mitigation banking credits, wildlife credits, water quality credits, and consumptive use permitting offsets and substitution credits. The VP shall determine whether to procure supplies and services under this procurement exemption, as time constraints allow, or procure them through the JEA Procurement Code.

	Agreement Amount	Contract Signatory Authority
Contracts for the Procurement or Sale of Environmental Allowances	> \$1,000,000	JEA Board
	\$500,000 to \$1,000,000	Chief Executive Officer
	\$250,000 to \$500,000	Chief Financial Officer <u>and</u> Chief Operating Officer
	\$100,000 to \$250,000	VP of Environmental Services
	< \$100,000	Director Environmental Services

All enabling agreements should be reviewed and approved by the Office of General Counsel prior to signature.

Documentation			
	Agreement Amount	Term	Responsible Party
Responsible for Retaining Procurement and Contract Documentation	Any Amount	Any Term	Director Environmental Services

Procurement Methodology			
Type of Procurement	Agreement Amount	Approving Entity	Procurement Guidelines
Accelerated Bids	Any Amount	Director Environmental Services	If a short procurement timeframe is required, the JEA business unit may use an accelerated bid process to sell or procure supplies or services covered by this procurement exemption by issuing a solicitation via email to prospective bidders. Under this procurement method, staff of the VP & Chief Environmental Services Officer will receive bids directly from the bidders for quick evaluation and award of a contract.
Unsolicited Offers	Any Amount	VP Environmental Services	JEA may enter into contracts based on unsolicited offers for supplies or services covered by this procurement exemption without using a competitive bidding process. JEA may engage in negotiations with the party that provided the unsolicited offer to improve the terms, conditions and/or pricing. JEA will be allowed to take advantage of unsolicited offers when such procurements are determined to provide operational and/or economical advantage to JEA and acceptance of such offer is in JEA's best interest.
Collaborative Procurement Agreements	Any Amount	Director Environmental Services	JEA may participate in, sponsor, conduct, or administer a collaborative procurement agreement for the procurement or sale of supplies or services covered by this procurement exemption, with one or more public or utility industry partners in accordance with an agreement entered into between the participants, when such action is deemed to be in the JEA's best interest.
Loan or Sale	Any Amount	Director Environmental Services	JEA may loan or sell Environmental Allowances when it is in the best interest of JEA to do so. JEA will be reimbursed for expenses incurred and compensated at fair market value for services or product loaned or sold.

I hereby delegate contract signature authority to the JEA personnel as provided herein.

Approved:

  
 Jay Stowe  
 Managing Director CEO  
 Date: 01/17/2024

Accepted:

  
 Wayne Young  
 VP of Environmental Services  
 Date: 01/17/2024



**Procurement Code Exemption**  
**Electric System Procurement Exemption - Purchase or Sale of Electric Energy, Electric Generation Capacity, Electric Transmission Capacity and Transmission Services - Short Term and Long-Term Transactions**

Scope of Procurement Exemption: Purchase or Sale of electric energy, electric generating capacity, electric transmission service capacity and their associated ancillary services, or resale of transmission capacity retained from transmission service providers in the open transmission or open transmission markets or third party transmission providers, or the purchase or sale renewable energy credits (also known as Greentags).

**Enabling Agreements**

Enabling Agreements set out the framework for how capacity, energy, third party transmission and renewable energy credits are purchased and sold between JEA and other companies. Enabling Agreements are executed prior to any business being conducted with TEA, other utilities, marketers or any third party transmission provider. JEA has established Enabling Agreements with The Energy Authority (TEA) for the purchase and sale of capacity, energy, 3rd party transmission service and renewable energy credits; with other Florida utilities for emergency purchase and sales; with third party transmission service providers. A signature is not required for TEA standard transactions less than \$10,000,000, however, a signature is required for an Indemnity Agreement for TEA transactions > \$10,000,000.

**Transactions**

Transactions are defined as the financial arrangement of the transfer of capacity and/or energy and/or renewable energy credit from one party to another including any applicable third party transmission services. This may also include the physical flow of electricity from one party to another. A renewable energy credits, or Greentag, is a market-based instrument that represents the property rights to the environmental, social and other non-power attributes of renewable electricity generation. Greentags are issued when one megawatt-hour (MWh) of electricity is generated and delivered to the electricity grid from a renewable energy resource.

Type of Agreement	Contract Amount	Contract Signatory Authority	Maintains Documentation
<b>Enabling and Indemnification Agreements</b>	> \$100,000,000	JEA Board (Per Delegation of Authority)	Senior Director, Energy Operations or designee
	\$35,000,000 to \$100,000,000	Chief Executive Officer	Senior Director, Energy Operations or designee
	\$20,000,000 to \$35,000,000	Chief Financial Officer <u>and</u> Chief Operating Officer	Senior Director, Energy Operations or designee
	\$10,000,000 to \$20,000,000	VP Electric Systems	Senior Director, Energy Operations or designee
	< \$10,000,000	Senior Director, Energy Operations	Senior Director, Energy Operations or designee
Type of Transaction	Transaction Amount	Transaction Approval	Maintains Documentation
<b>Long Term Transactions and required Indemnification Agreements</b>	> \$100,000,000	JEA Board (Per Delegation of Authority)	Senior Director, Energy Operations or designee
	\$35,000,000 to \$100,000,000	Chief Executive Officer	Senior Director, Energy Operations or designee
	\$20,000,000 to \$35,000,000	Chief Financial Officer <u>and</u> Chief Operating Officer	Senior Director, Energy Operations or designee
	\$10,000,000 to \$20,000,000	VP Electric Systems	Senior Director, Energy Operations or designee
	< \$10,000,000	Senior Director, Energy Operations	Senior Director, Energy Operations or designee
<b>TEA Expanded Transactions and any required Indemnification Agreements (&gt; 1 business day)</b>	> \$100,000,000	JEA Board (Per Delegation of Authority)	Senior Director, Energy Operations or designee
	\$35,000,000 to \$100,000,000	Chief Executive Officer	Senior Director, Energy Operations or designee
	\$20,000,000 to \$35,000,000	Chief Financial Officer <u>and</u> Chief Operating Officer	Senior Director, Energy Operations or designee
	\$10,000,000 to \$20,000,000	VP Electric Systems	Senior Director, Energy Operations or designee
	< \$10,000,000	Senior Director, Energy Operations	Senior Director, Energy Operations or designee
<b>TEA Authorized Transactions (&lt; 2 business days)</b>	Any	TEA Pre-approved	Senior Director, Energy Operations or designee
<b>Emergency Transactions</b>	Any	Operator on Duty or higher	Senior Director, Energy Operations or designee

All enabling agreements and indemnification agreements should be reviewed and approved by the Office of General Counsel prior to signature.

I hereby delegate contract signature authority to the JEA personnel as provided herein.

Approved:



Jay Stowe  
Managing Director, CEO  
Date: 10/12/2022

Accepted:



Ricky Erixton  
VP of Electric Systems  
Date: 10/13/2022