

APPENDIX A – TECHNICAL SPECIFICATIONS ITN 96845 DEPRECIATION STUDY SERVICES

1. GENERAL INFORMATION

JEA is currently the eighth largest municipally-owned electric utility in the United States in terms of number of customers. JEA operates, and maintains its records, on the basis of a fiscal year (“Fiscal Year”) ending on each September 30th. During Fiscal Year 2018, the Electric System served an average of 466,000 customer accounts in a service area which covers virtually the entire City of Jacksonville (“City”).

The Electric System includes generation, transmission, interconnection and distribution facilities. The generation facilities, located on four plant sites in the City consists of two dual-fired (petroleum coke/coal) Circulating Fluidized Bed steam turbine-generator units; one dual-fired (oil/gas) steam turbine-generator unit; five dual-fired (gas/diesel) combustion turbine-generator units; two natural gas-fired combustion turbine-generator units; four diesel-fired combustion turbine-generator units; and one combined cycle heat recovery steam generator unit.

The Water and Sewer System’s service territory includes (a) virtually the entire City, other than the beach communities (Jacksonville Beach, Atlantic Beach and Neptune Beach), the Town of Baldwin, the active United States Navy facilities located within the City and those areas served by a community-owned water and sewer utility, an investor-owned water utility and an investor-owned sewer utility, (b) approximately 143 square miles in St. Johns County, which is southeast of the City and (c) approximately 620 square miles in Nassau County, which is north of the City. In addition, the Water and Sewer System also serves a small number of customers in Clay County, which is southwest of the City.

The Water and Sewer System consists of (a) facilities for the provision of potable water (hereinafter referred to as the “Water System”) in a service area that currently comprises approximately 767 square miles in Duval County, approximately 59.5 square miles in St. Johns County and approximately 77 square miles in Nassau County and (b) facilities for the collection and treatment of wastewater (hereinafter referred to as the “Sewer System”) in a service area essentially the same as the Water System.

The Water System, which served an average of 348,000 customer accounts in Fiscal Year 2018, currently is comprised of 37 water treatment plants, 134 water supply wells, approximately 4,755 miles of water distribution mains and water storage capacity of over 81 million gallons. The overall peak capacity of the Water System is approximately 310 million gallons per day (MGDs). Water supply is from the Floridian Aquifer, one of the most productive aquifers in the world, which provides high quality water.

The Sewer System, which served an average of 271,000 customer accounts in Fiscal Year 2018, currently is comprised of 11 sewer treatment plants that have a combined rated average daily treatment capacity of approximately 120MGDs and a maximum daily flow capacity of approximately 241MGD, approximately 1,400 pumping stations, approximately 756 septic tank effluent pumps, and approximately 4,000 miles of gravity sewers and force mains.

The Chilled Water system consists of four chilled water plants with a combined baseline capacity of 20,700 tons.

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2. SCOPE OF WORK

Services to be provided by the consultant shall include preparing a comprehensive depreciation rate study for all of JEA's solely owned electric, water and wastewater, and chilled water assets. The study shall include data collection, analysis, evaluation, depreciation rate calculation, and preparation of a formal report as influenced by:

- The definition of depreciable property in accordance with JEA's capital policy
- Depreciation method, technique and procedure
- Data availability and limitations
- JEA's depreciation accounting policies and practices
- The nature of the property (mass property vs specific location or unit property)
- Average service life for mass property and life spans (estimated retirement dates) for unit property, weighing factors such as expected use of facilities, present condition of assets, and technological obsolescence
- Reserve ratio
- Allowance for salvage and cost of removal.

2.1 Consultant will be required to examine background information available in Power Plan Fixed Asset System of all electric, chilled water, water and wastewater assets. (Refer to section 2.2)

- 2.1.1** For mass property, the consultant will recommend an average service life for each account and make policy recommendations relating to the unamortized useful life of retired assets.
- 2.1.2** For unit property, the consultant will recommend a life span (estimated retirement date) for each facility and make policy recommendations relating to the unamortized useful life of retired assets.
- 2.1.3** The consultant will include in the recommended depreciation rates an allowance to recover interim and final salvage and cost of removal.
- 2.1.4** During the evaluation phase, consultant will consult with JEA staff in analyzing significant past, present and future events, and the applicability of those events on mortality data and average service life or life span. The consultant will include in the final report a narrative explaining how these events influence the necessity for any significant revision in depreciation rates.
- 2.1.5** The consultant will calculate whole life and remaining life depreciation rates for each mass property account and each unit property facility. Additional or optional calculations may be considered.
- 2.1.6** Consultant's report will include:
 - A comparison of the current and proposed depreciation rates
 - Specification of the components (capital recovery, salvage, cost of removal) of each recommended depreciation rate
 - A general narrative describing the factors, e.g., growth, technology, physical conditions, necessitating any significant revision in existing rates.

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- A general narrative describing any statistical or mathematical methods of analysis or calculation used in the design of each category
- A comparison of annual depreciation expense under the recommended depreciation rates with expense resulting from the current rates by account and unit property
- A comparison of the accumulated book reserve to the prospective theoretical reserve based on proposed rates. Consultant will provide an explanation and justification discussing any proposed transfer of reserves between categories or accounts intended to correct deficient or surplus balances
- Policy recommendations relating to the unamortized useful life of retired assets

2.1.7 Consultant will present preliminary results to JEA staff for review and comment by **July 15, 2019** during an on-site meeting at JEA headquarters. Final results are to be provided by **August 15, 2019**.

2.1.8 Consultant will prepare a formal report with work papers for future reference (Four (4) copies).

2.1.9 The mortality and salvage data used by consultant in the depreciation rate study must agree with activity booked by JEA. Consultant must specifically enumerate and explain any unusual transactions not included in life or salvage studies, e.g., sales or extraordinary retirements.

2.1.10 A total of **two (2) on-site meetings at JEA headquarters** will be required. The first on-site meetings will be at the beginning of the project and the second will be for the presentation of the preliminary results as detailed in section 2.1.8.

2.2 Records Available for Depreciation Study – Plant Records available include additions, retirements, adjustments and accumulated depreciation expense for Depreciation Study (for all JEA's solely owned assets); Cost of Removal and salvage records are available only for 1999 to current via Power Plan. All prior records are not available due to system conversions.

2.2.1 2.2.1 Electric – Plant in Service balance at September 2018 is \$5,426,682,000 accumulated depreciation balance is \$3,072,611,000.

2.2.2 Water and Wastewater – Plant in Services balance at September 2018 is \$4,431,994,000; accumulated depreciation balance is \$2,108,027,000.

2.2.3 2.2.3 Chilled Water – Plant in Service balance at September 2018 is \$56,376,000; accumulated depreciation is \$25,554,000.

2.3 See Appendix C - Listing of depreciation accounts by company.

**APPENDIX B – MINIMUM QUALIFICATIONS
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GENERAL

THE MINIMUM QUALIFICATIONS SHALL BE SUBMITTED ON THIS FORM. IN ORDER TO BE CONSIDERED A QUALIFIED RESPONDENT BY JEA YOU MUST MEET THE MINIMUM QUALIFICATIONS LISTED BELOW, AND BE ABLE TO PROVIDE ALL THE SERVICES LISTED IN THIS SOLICITATION.

THE RESPONDENT MUST COMPLETE THE RESPONSE INFORMATION SECTION BELOW AND PROVIDE ANY OTHER INFORMATION OR REFERENCE REQUESTED. THE RESPONDENT MUST ALSO PROVIDE ANY ATTACHMENTS REQUESTED WITH THIS MINIMUM QUALIFICATIONS FORM.

PLEASE SUBMIT THIS FORM AND ANY REQUESTED ADDITIONAL DOCUMENTATION WITH THE RESPONSE SUBMISSION ELECTRONICALLY TO SHEREA HARPER AT HARPSB@JEA.COM.

RESPONDENT INFORMATION

COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE OF AUTHORIZED REPRESENTATIVE: _____

MINIMUM QUALIFICATIONS:

- The Respondent shall provide two (2) successful contract(s) where the Company provided similar depreciation study services within the last five (5) years ending January 31, 2019.
 - A similar project is defined as having performed a depreciation study as described in Appendix A – Technical Specifications. The provider shall provide one (1) reference for an electric utility company and one (1) water/wastewater utility company (either public or investor owned) similar in size to JEA. If the Company provides a reference from a contract that provides both electric and water that is acceptable for either category.

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- The contract references shall include the reference company name, contact person, phone number, email address, contract amount and a summary of the scope of work provided. JEA will contact and verify the contract references.

Please provide the reference verification information requested below pertaining to the contracts.

1. REFERENCE

Reference Name _____

Reference Phone Number _____

Reference Company Name _____

Address of Work _____

Reference E-Mail Address _____

Dates of Work/\$ Amount _____

Description of Work _____

2. REFERENCE

Reference Name _____

Reference Phone Number _____

Reference Company Name _____

Address of Work _____

Reference E-Mail Address _____

Dates of Work/\$ Amount _____

Description of Work _____

**APPENDIX B - RESPONSE FORM
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RESPONDENT INFORMATION:

COMPANY NAME: _____

BUSINESS ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE: _____

FAX: _____

NAME & EMAIL OF CONTACT: _____

WEBSITE: _____

RESPONDENT MUST COMPLETE THE FOLLOWING INFORMATION AND RETURN THIS FORM VIA EMAIL TO SHEREA HARPER AT HARPSB@JEA.COM .

QUOTATION OF RATES (50 Points)

Respondent shall complete the enclosed Response Form, and provide a firm lump sum cost to perform the Work identified in Appendix A – Technical Specifications. The rates provided shall include all profit, taxes, benefits, travel, shipping and all other overhead items. Please note, the rate quoted by Respondent shall be firm prices, not estimates.

LUMP SUM FOR DEPRECIATION STUDY \$ _____

PROFESSIONAL STAFF EXPERIENCE AND LOCATION OF PROFESSIONAL PERSONNEL (15 Points)

The Respondent shall provide three (3) resumes of the professional staff available to work on the JEA engagement. The resumes provided shall include the Lead Project Manager and team members. **The response or resume shall identify the role of the staff member for this service for evaluation purposes.**

Note, the Lead Project Manager must be from the company submitting the Response and not a Subcontractor. Persons whose resumes are submitted as a Team Member must actually perform the Work unless Respondent receives prior approval by the JEA Project Manager to use a backup Team Member. Finally, if Respondent submits a resume of a Subcontractor that is employed by a JSEB firm, please note this on the resume.

At a minimum, each resume shall present the Team Member's name, title, years of service with company, applicable professional registrations, education, and work experience. Resumes shall also identify any specialty or technical process expertise. **Resumes** shall be no more than two (2) pages in length, single sided, and on 8.5" by 11" sized paper. If more than two pages **are submitted**, only the information contained on the first two pages will be evaluated by JEA. **No more than three (3) resumes will be evaluated.**

PAST PERFORMANCE/COMPANY EXPERIENCE (10 Points)

The two (2) account references provided in the Minimum Qualifications section of this ITN will be scored for points in this section.

**APPENDIX B - RESPONSE FORM
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At a Minimum, include the following information:

- o Reference Company Name
- o Reference Contact Person Name
- o Reference Contact Person Name Phone and Email Address

Describe how the project/contract is similar to JEA's Technical Specifications

ABILITY TO DESIGN AN APPROACH AND WORK PLAN TO MEET THE PROJECT REQUIREMENTS (25 Points)

Describe in your own format the Company's or team's approach to provide the services described in the Scope of Work. Describe the approach to how your firm will manage the engagement. The description shall provide a comprehensive depreciation study services design approach and proposed work plan, and explain how the Company intends to manage the engagement.

Please use your own form for this section. The response for this section is limited to a maximum of three (3) pages.

_____ I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".

Respondent's Certification

By submitting this Response, the Respondent certifies (1) that it has read and reviewed all of the documents pertaining to this ITN and agrees to abide by the terms and conditions set forth therein, (2) that the person signing below is an authorized representative of the Respondent, and (3) that the Respondent is legally authorized to do business and maintains an active status in the State of Florida. The Respondent certifies that its recent, current, and projected workload will not interfere with the Respondent's ability to work in a professional, diligent and timely manner.

The Respondent certifies, under penalty of perjury, that it holds all licenses, permits, certifications, insurances, bonds, and other credentials required by law, contract or practice to perform the Work. The Respondent also certifies that, upon the prospect of any change in the status of applicable licenses, permits, certifications, insurances, bonds or other credentials, the Respondent shall immediately notify JEA of status change.

We have received addenda _____ through _____

Signature of Authorized Officer of Respondent or Agent

Date

Printed Name & Title

Phone Number

NON-DISCLOSURE AGREEMENT

Required under JEA's Confidential Information Protection Program

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is entered into this [REDACTED] day of [REDACTED] by and between JEA, located at 21 West Church Street, Jacksonville, Florida 32202 (the "Discloser"), and [REDACTED] with an address at [REDACTED] (the "Recipient") (hereafter Discloser and Recipient shall be referred to as the PARTIES}.

WHEREAS, the Recipient desires to work with the discloser and/or view [REDACTED] documents regarding [REDACTED] (the "Transaction"); and

WHEREAS, the discloser is required by its internal policies, state and federal laws, rules, regulations or standards to ensure that sensitive and confidential information is protected and not disclosed to the public;

WHEREAS, the Parties have entered into a transaction related to the [REDACTED]. The terms of those agreements are incorporated herein.

JEA & Florida State Sunshine Application – JEA is a publicly owned utility and all official information sharing is governed by Florida Sunshine Laws. The Florida Sunshine law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida. However, as per the Florida Sunshine Law, certain information that could impact safe and secure operation is exempt which includes information classified and protected under federal regulatory standards such as NERC CIP, HIPAA, FCRA, and FACTA. Section 119.0713(4)(a), 5(a), F.S. govern any local government agency exemptions from inspection or copying of public records and exempts certain information including Security measures, systems, or procedures from public disclosure including –

- I. Information related to the security of the technology, processes, or practices of a utility owned or operated by a unit of local government that are designed to protect the utility's networks, computers, programs, and data from attack, damage, or unauthorized access, which information, if disclosed, would facilitate the alteration, disclosure, or destruction of such data or information technology resources.
- II. Information related to the security of existing or proposed information technology systems or industrial control technology systems of a utility owned or operated by a unit of local government, which, if disclosed, would facilitate unauthorized access to, and alteration or destruction of, such systems in a manner that would adversely impact the safe and reliable operation of the systems and the utility.
- III. Results of periodic internal audits and evaluations of the security program for an agency's data and information technology resources are confidential and exempt.

This agreement applies to disclosure of the protected information that is exempt from Florida Sunshine Law disclosure and in no shape or manner would this agreement supersede the provisions of Florida Sunshine Law.

NOW THEREFORE, in consideration of moving forward with the Transaction, the Recipient and the
Revised January 29th, 2019

APPENDIX C – NON-DISCLOSURE AGREEMENT
ITN 96845 Depreciation Study Services

Discloser agrees as follows:

1. **Definition of Confidential Information.**

For purposes of this Agreement, “**Confidential Information**” means any data or information that is proprietary to the Parties and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including but not limited to:

- a. the documents described in the Whereas clause above;
- b. Critical Infrastructure Information (CII) or Bulk Electric System Information (BCSI) or Security Sensitive Information (SSI) classified by JEA
- c. Protected Health Information in both physical and electronic form (PHI and ePHI)
- d. Personal Identifiable Information (PII)
- e. any protected, non-public information concerning the design or operation of present or future critical infrastructure;
- f. any information that could be used to compromise or expose the vulnerability of the Parties Cyber systems, processes, programs data, communications, energy and operations systems or structures;
- g. any Copyright application code, source code, technical design (not released for open use), trade secret, scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- h. any computer software, source code, object code, flow charts or databases; and
- i. any other information that should reasonably be recognized as sensitive or confidential information of the Recipient or the disclosing party.

Confidential Information shall not include information required to be disclosed in a judicial or administrative proceeding, or otherwise required to be disclosed by law or regulation, although the requirements of paragraph 6 hereof shall apply prior to any disclosure being made.

2. **Prohibition on Disclosure of Confidential Information.**

The Parties will:

- a. limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively “Representatives”) who have a need to know such Confidential Information in connection with the Transaction, and only for that purpose;
- b. keep all Confidential Information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and
- c. not disclose any Confidential Information received to any third parties (except as otherwise provided for herein).

The Recipient shall provide the Discloser with original signed copies of all of the Acknowledgements required under the preceding paragraph. The Parties shall be responsible for any breach of this Agreement by any of their respective Representatives.

3. **Use of Confidential Information.** The Parties agree to use the Confidential Information solely in connection with the Transaction and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Parties. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Parties hereunder. Title to the Confidential Information will remain solely with the Party. All use of Confidential Information by the Parties shall be for the benefit of the Parties and any modifications and improvements thereof by the

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Recipient shall be the sole property of Discloser. Notwithstanding the foregoing, Confidential Information shall include any proprietary records created in the course of the Recipient's course of engagement such as customized code, configuration, flowcharts or project data that was specifically designed to meet the needs of the Discloser.

The Parties agree to ensure that all copyright products, such as source codes, system design data/architecture, and other proprietary information, disclosed during the engagement is protected from any misuse, alteration, modification, sharing, or transfer to any party without express permission of the Discloser. Such data is provided for the sole use of the Parties, and limited for the use under this agreement.

4. **Obligations of Receiving Party.**

- a. **No Use.** The Receiving Party agrees not to use the Confidential Information in any way, or to manufacture or test any product embodying Confidential Information, except for the purpose set forth above.
- b. **No Disclosure.** The Receiving Party agrees to use the same degree of protection it uses for its own trade secret information, and in no event less than reasonable efforts, to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than the Receiving Party's employees having a need for disclosure in connection with the Receiving Party's authorized use of the Confidential Information.
- c. **Protection of Secrecy.** The Receiving Party agrees to take all steps reasonably within its control to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons.
- d. **No Duplication.** The Receiving Party shall not duplicate Confidential Information furnished in tangible form except for purposes of this Agreement.
- e. **Return of Information.** on a Party's request, the other Party shall return all Confidential Information of the requesting Party, except for that portion of such Confidential Information that may be found in analyses prepared by, or for, the returning Party (collectively, "Analyses"), and the returning Party and its Representatives shall not retain any copies of such Confidential Information except the returning Party may retain one copy of the Confidential Information as needed to comply with applicable law and/or returning Party's record retention policies. The Confidential Information retained by the returning Party, the portion of Confidential Information that may be found in Analyses prepared by, or for, the returning Party, and any Confidential Information furnished by the requesting Party not so requested or returned, will be held by the returning Party and kept subject to the terms of this Agreement or destroyed.

5. **Limits on Confidential Information.** The obligations and restrictions imposed by this Agreement will not apply to any information that:

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- a. The **Recipient** can demonstrate was already known to the **Recipient** prior to the disclosure by the Discloser; or,
- b. has become publicly known through no wrongful act of the **Recipient**; or,
- c. was received by the **Recipient** without breach of this Agreement from a third party without restriction as to the use and disclosure of the Discloser's Confidential Information; or,
- d. was independently developed by the **Recipient** without use of the Discloser's Confidential Information; or
- e. was ordered to be publicly released by the requirement of a government agency. In this regard, the Parties understand that the Discloser is subject to Florida's Public Records Act, Chapter 119, Florida Statutes, and that section 1004.22, Florida Statutes, provides limited protection of documents received by the Discloser.

6. **Compelled Disclosure of Confidential Information.**

- a. The Recipient may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Recipient promptly notifies, to the extent practicable.
- b. The Recipient agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, with respect to any such request for a protective order or other relief to preserve the confidentiality of the Confidential Information.
- c. Notwithstanding the foregoing, if the Discloser is unable to obtain or does not seek a protective order and the Recipient is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

7. **Term.**

- a. This Agreement shall remain in effect for a two-year term (subject to a one year extension if the parties are still discussing and considering the Transaction at the end of the second year) or the term of the contract, whichever is greater.
- b. Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

8. **Remedies.**

- a. The Parties acknowledge that the Confidential Information is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information could cause irreparable harm to the Party and the general public.
- b. Therefore, the Parties shall be entitled to injunctive relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available hereunder, whether at law or in equity.
- c. The Discloser shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief.

The Recipient further acknowledges that the unauthorized disclosure of certain information pertaining to “Critical Assets” or “Critical Infrastructure” may constitute a violation of state and federal law.

9. **Return of JEA Confidential Information.**

The Recipient shall immediately return and redeliver to the other all tangible material embodying the JEA Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials (“Notes”) (and all copies of any of the foregoing, including “copies” that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any JEA Confidential Information, in whatever form of storage or retrieval, upon the earlier of –

- I. the completion or termination of the dealings between the parties contemplated hereunder; or
- II. the termination of this Agreement; or
- III. at such time as JEA may so request; provided however that the Recipient may retain such of its documents as is necessary to enable it to comply with its statutory document retention policies.

Alternatively, the Recipient, with the written consent of JEA may (or in the case of Notes, at the Recipient’s option) immediately destroy any of the foregoing embodying JEA Confidential Information (or the reasonably non-recoverable data erasure of computerized data) and, upon request, certify in writing such destruction by an authorized officer of the Recipient supervising the destruction). JEA reserves the right to require evidence supporting such an activity.

10. **Notice of Breach.** The Recipient shall notify the Discloser immediately upon discovery that any Confidential Information has been communicated or distributed to any unauthorized person or entity and will cooperate with efforts by the Discloser to help the Discloser regain possession of Confidential Information and prevent its further unauthorized use.

11. **No Warranty.**

The Discloser shall have no liability to the Recipient or the Representatives resulting from any use of the Confidential Information. The Discloser shall have sole responsibility for providing the Confidential Information necessary for Recipient to perform its obligations under the parties’ Agreements.

12. **Miscellaneous.**

- a. This Agreement:
 - i. is the complete agreement of the parties concerning the subject matter hereof and supersedes any prior such agreements with respect to further disclosures on such subject matter;
 - ii. may not be amended or in any manner modified except in writing signed by the parties;
 - iii. shall be governed and construed in accordance with the laws of the State of Florida without regard to its conflict of law provisions; and
 - iv. shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and designees.

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- b. The Federal and state courts located in Duval County, Florida shall have sole and exclusive jurisdiction over any disputes arising under this Agreement. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein. Any failure by the Discloser to enforce the strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.
- c. Any notices required or permitted to be given hereunder may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case, to the address of the other party first indicated above. All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

JEA

Recipient

By _____
Name:
Title:

By _____
Name:
Title:

Exhibit A to JEA Non-Disclosure Agreement

**ACKNOWLEDGEMENT OF DUTY NOT TO DISCLOSE JEA CONFIDENTIAL
INFORMATION**

I, _____, certify that I have been advised by the company named below (the "Company") of my obligation to protect all data or information I receive that is proprietary to JEA and not generally known to the public, including but not limited to:

- information concerning the location, design or operation of JEA's present or future utilities infrastructure;
- information that could be used to compromise or expose the vulnerability of JEA utility systems, processes or programs;
- any data, communications, energy and operations systems or structures;
- any JEA trade secret, scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method;
- any JEA computer software, source code, object code, flow charts or databases; and
- any other JEA Confidential Information that should reasonably be recognized as sensitive or confidential information of JEA.

I understand that I may not copy, email, sell or otherwise disclose any of this sensitive or confidential information of JEA or remove it from my work facility.

Except as stated below on this Acknowledgement, I am not aware of any circumstances whereby such confidential data has been improperly used or disclosed by me or the Company.

Signature of the individual identified above

Date

Name of Company Disclosing the JEA Confidential Information
to the individual identified above.

The above signature was witnessed in person by:

Signature of Witness

Date