



IMPROVING LIVES. BUILDING COMMUNITY. to be the best utility in the nation

JEA BOARD OF DIRECTORS MEETING

JEA Headquarters | 1st Floor | Room 120-A&B | 225 North Pearl Street, Jacksonville, FL 32202

October 29, 2024 | 12:00 pm – 1:30 pm

WELCOME

Meeting Called to Order

Time of Reflection

Introductions

Adoption of Agenda ([Action](#))

General Joseph DiSalvo, Chair

Values Moment

Gwen Tarpley-Davis, Manager, Payroll Services

COMMENTS / PRESENTATIONS

Comments from the Public

Public

Council Liaison's Comments

Council Member Michael Boylan

Managing Director / CEO Comments

Vickie Cavey, Managing Director / CEO

JEA Performance Update

- [Corporate Scorecard](#)

Juli Crawford, Director, Enterprise Planning & Analytics

- [Financial Update](#)

Ted Phillips, Chief Financial Officer

ITEMS FOR BOARD CONSIDERATION AND COMMITTEE REPORTS

Consent Agenda (Action)

- Board Meeting Minutes – September 24, 2024
- Authorization for Eminent Domain – Lee Street Substation
- FY24 Operating Budget Line-Item Transfers
- FY25 Budgetary Amendment
- FY25 Budgetary Transfers
- Managing Director/Chief Executive Officer Contract

General Joseph DiSalvo, Chair

DELIVERING BUSINESS EXCELLENCE

Finance, Governance, and Audit Committee Report (Action)

- Intergovernmental Support Agreement
- Real Estate Procurement Directive Revisions
- Riverfront Plaza Cost Participation Agreement
- FY25 Internal Audit Plan
- Board By-Laws and Policy Manual

Bobby Stein, Committee Chair

OTHER BUSINESS AND CLOSING CONSIDERATION

Old and Other New Business/Open Discussion

Chair's Report

Announcements

- Capital Projects Committee – November 7, 2024
- Board Meeting– November 19, 2024

Adjournment

INFORMATIONAL MATERIAL

[Appendix A: Board Meeting Minutes – September 24, 2024](#)

[Appendix B: Authorization for Eminent Domain – Lee Street Substation](#)

[Appendix C: FY24 Operating Budget Line-Item Transfers](#)

[Appendix D: FY25 Budgetary Amendment](#)

[Appendix E: FY25 Budgetary Transfers](#)

[Appendix F: Managing Director/Chief Executive Officer Contract](#)

[Appendix G: Intergovernmental Support Agreement](#)

[Appendix H: Real Estate Procurement Directive Revisions](#)

[Appendix I: Riverfront Plaza Cost Participation Agreement](#)

[Appendix J: FY25 Internal Audit Plan](#)

[Appendix K: Board By-Laws and Policy Manual](#)

[Appendix L: Real Estate Quarterly Report](#)

[Appendix M: Financial Statements – September 2024](#)

[Appendix N: Annual Procurement and Jacksonville Small and Emerging Business Contracts Awarded Report](#)

[Appendix O: Quarterly Jacksonville Small and Emerging Business Scorecard](#)

BOARD CALENDAR

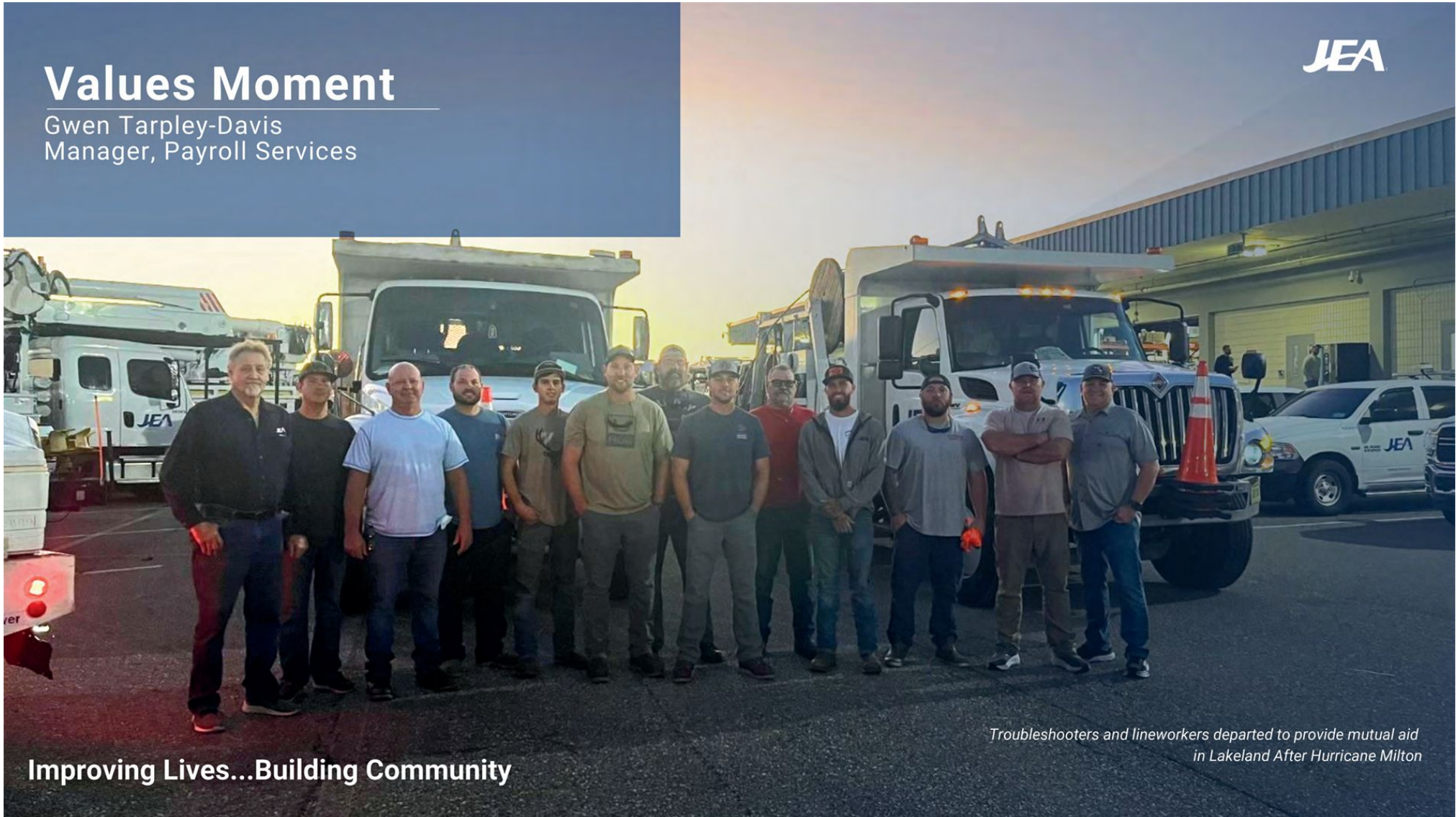
- Capital Projects Committee – November 7
- 2024 Board Meeting – November 19

2025 Board Meetings – January 28, February 25, March 25, May 27, June 24, August 26, September 23, October 28, and November 18



Values Moment

Gwen Tarpley-Davis
Manager, Payroll Services



Improving Lives...Building Community

*Troubleshooters and lineworkers departed to provide mutual aid
in Lakeland After Hurricane Milton*



Safety Briefing Headquarters

In the event of an emergency, JEA Security will call 911
and coordinate any required evacuation

Emergency Evacuation Route: Exit building via
Pearl Street main entrance/exit or Monroe Street exit to the left
of the American flag

Assembly Point: Front of Duval County Clerk of Courts
(NW corner of Adams St. & Clay St.)

Evacuation or Medical Assist: Notify JEA Security Officer

Hazard & Situational Awareness

Cell Phone & Computer Etiquette



Pearl Street Exit



**Monroe Street Exit
Left of the American Flag**



County Courthouse Lawn



INTEGRITY

We place the highest standard on ethics and personal responsibility, worthy of the trust our customers and colleagues place in us.

Comments From the Public

General Joseph DiSalvo, Chair

*Franklee Taylor, Linemaintainer
Virgil Harris, Linemaintainer
Butch Hartman, C & M Working Foreman*



Council Liaison's Comments

Council Member Michael Boylan

Greg Corcoran, Manager, Community Involvement and Project Outreach, providing a daily briefing before team members headed out into the field for storm outreach



Managing Director/CEO Comments

Vickie Cavey, Managing Director/CEO

*Mike Gurley, Network & Cable Splicing Technician
Chris Lamb, Network & Cable Splicing Technician
Jason Whitehead, N&C Working Foreman
Ed Hand, Network & Cable Splicing Technician*



JEA Performance Update

Corporate Scorecard

Juli Crawford, Director, Enterprise Planning & Analytics

Moses L Mitchell, Apprentice Maintenance Mechanic
Scott A Doane, Maintenance Mechanic





FY24 Corporate Performance Scorecard

Data Through: 9/30/24

Metric Category	FY23 EOY Value	FY24 Quartile Benchmark Goal	Quartile Target Value	FY24 Quartile YTD	FY24 Value YTD	12-Month Trend
Unbeatable Team						
Safety - Lost Time Incident Rate (LTIR)	.31	1st	.40	1st	● .34	
Employee Engagement (GLINT)	80	1st	74	1st	● 83	
Customer Loyalty						
Customer Satisfaction - Residential	714	2nd	712	2nd	● 729	
Customer Satisfaction - Commercial	777	2nd	762	2nd	● 772	
Business Excellence						
Electric Reliability (SAIDI)	61.4	1st	70.0		● 76.85	
Water Reliability - Pressure <30 PSI (avg. min.)	5.2	1st	2.8		● 3.78	
Wastewater Reliability - Sanitary Sewer Overflows	.52	1st	.58		● .86	
Total Spend - Variance	1.0%		+/-5%		● -2.0%	
Total Customer Bill (avg. monthly)	\$218.04	1st	\$219.08	1st	● \$205.20	
Clean Energy Composition	4%		10%		● 13%	

FY2024 Q4 Quarterly Financial Update

Ted Phillips, Chief Financial Officer

Chris Lamb, Network & Cable Splicing Technician



ELECTRIC SYSTEM REVENUE & EXPENDITURES

	Budget	Actual	Delta	%	
Base Revenue	\$ 821,792,000	\$ 861,244,444	\$ 39,452,444	4.8%	↑
Other Revenue	535,222,577	557,189,817	21,967,240	4.1%	↑
Total Revenue	<u>\$ 1,357,014,577</u>	<u>\$ 1,418,434,261</u>	<u>\$ 61,419,684</u>	<u>4.5%</u>	<u>↑</u>
O&M	\$ 314,060,186	\$ 307,299,321	\$ (6,760,865)	-2.2%	↓
Fuel & Purchased Power	445,278,759	452,485,305	7,206,546	1.6%	↑
Other Expenditures	597,675,632	597,229,951	(445,681)	-0.1%	↓
Total Expenditures	<u>\$ 1,357,014,577</u>	<u>\$ 1,357,014,577</u>	<u>\$ -</u>	<u>0.0%</u>	
Surplus / (Deficit)	<u>\$ -</u>	<u>\$ 61,419,684</u>	<u>\$ 61,419,684</u>	<u>0.0%</u>	<u>↑</u>



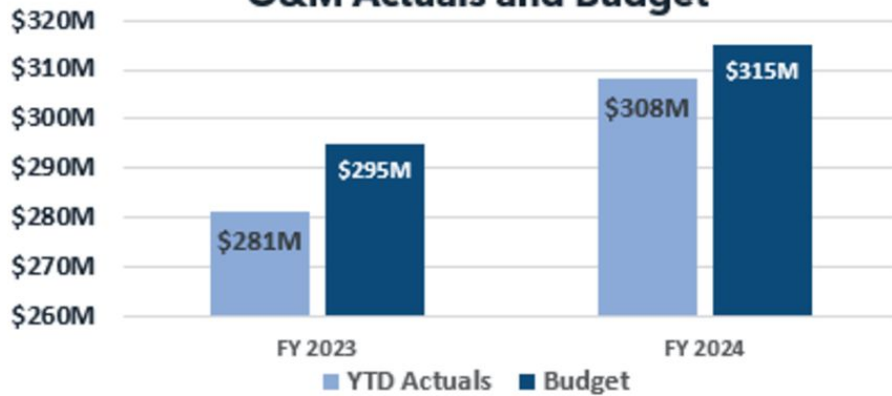
COST PER MWH

	YTD 2023	YTD 2024
Generated Power per MWh	\$ 48.95	\$ 34.24
Purchased Power per MWh	77.67	85.79
Total	\$ 55.70	\$ 53.58

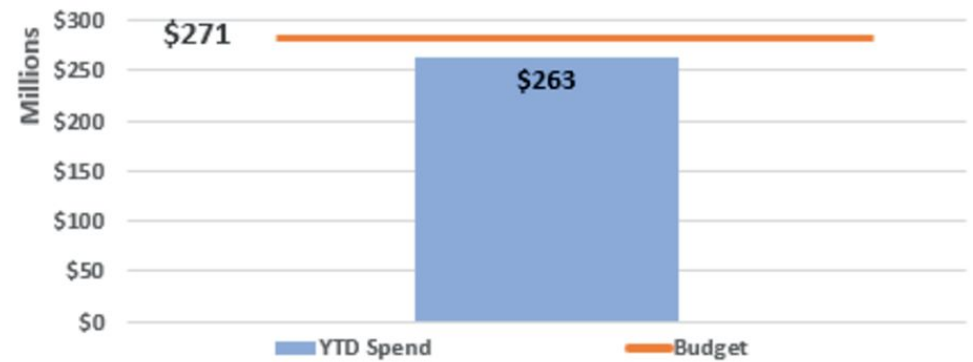


ELECTRIC SYSTEM

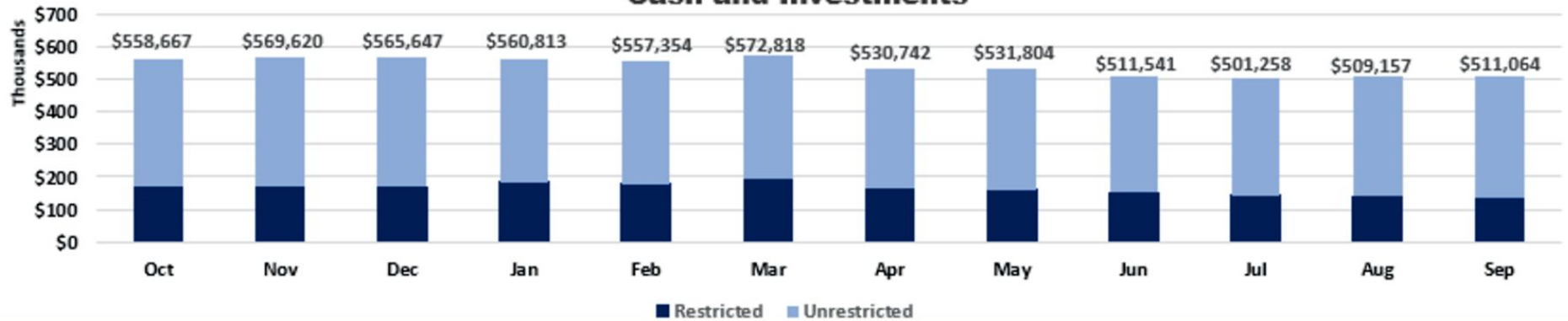
O&M Actuals and Budget



Capital Budget



Cash and Investments

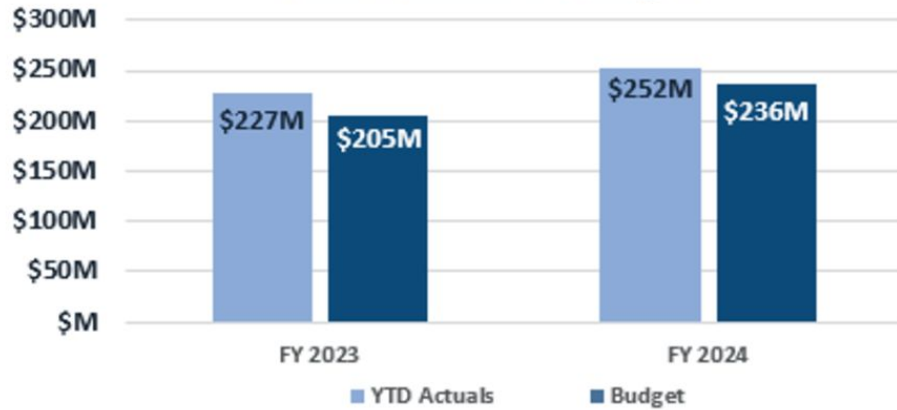


WATER SYSTEM REVENUE & EXPENDITURES

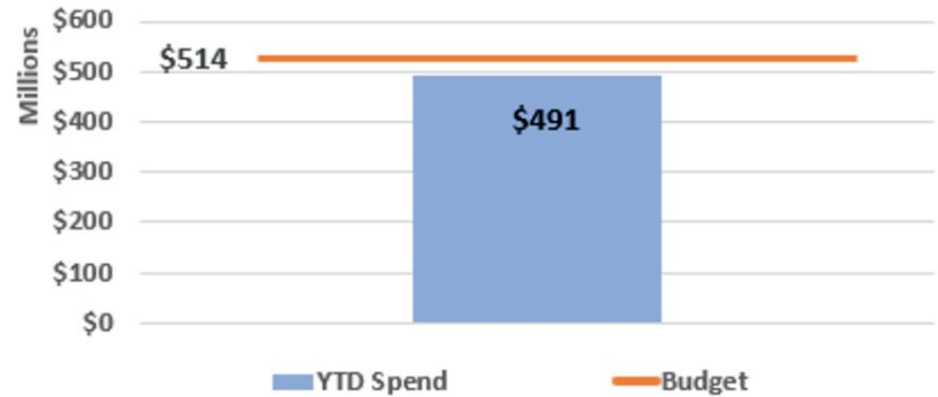
	Budget	Actual	Delta	%	
Water Revenue	\$ 186,687,486	\$ 191,679,204	\$ 4,991,718	2.7%	↑
Sewer Revenue	274,942,973	274,308,861	(634,112)	-0.2%	↓
Reclaimed & Other	167,151,869	163,869,320	(3,282,549)	-2.0%	↓
Total Revenue	<u>\$ 628,782,328</u>	<u>\$ 629,857,385</u>	<u>\$ 1,075,057</u>	<u>0.2%</u>	<u>↑</u>
O&M	\$ 236,127,787	\$ 252,182,023	\$ 16,054,236	6.8%	↑
O&M Budget Adjustment	16,054,236				
Capital	216,752,916	164,346,504	(52,406,412)	-24.2%	↓
Other Expenditures	159,847,389	159,671,757	(175,632)	-0.1%	↓
Total Expenditures	<u>\$ 628,782,328</u>	<u>\$ 576,200,284</u>	<u>\$ (36,527,808)</u>	<u>-5.8%</u>	<u>↓</u>
Surplus / (Deficit)	<u>\$ -</u>	<u>\$ 53,657,101</u>	<u>\$ 53,657,101</u>		<u>↑</u>

WATER SYSTEM

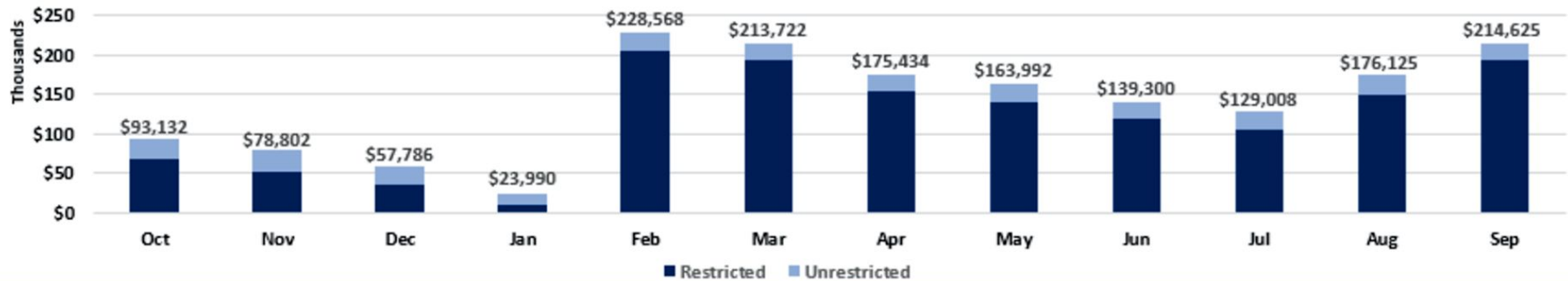
O&M Actuals & Budget



Capital Budget



Cash and Investments



Financial Metrics

ELECTRIC

Days of Liquidity

198 

Target: 150

Debt Service Coverage

4.20x 

Target: 2.2x

Debt to Asset Ratio

43.1% 

Target: 50%

Fixed Charge Coverage

1.57x 

Target: 1.6x

Weighted Average Yield
of Investments4.66% 

Target: 4.54%

WATER

Days of Liquidity

140 

Target: 100

Debt Service Coverage

3.01x 

Target: 1.8x

Debt to Asset Ratio

41.0% 

Target: 50%

Fixed Charge Coverage

2.76x 

Target: 2.0x

Weighted Average Yield
of Investments4.66% 

Target: 4.54%

Financial Metrics | FY 2024 Q4



Consent Agenda

General Joseph DiSalvo, Chair

Action

*Brayden Cassels, Apprentice Linemaintainer
Gage Connell, Groundworker*



Consent Agenda

Action

- ✓ Board Meeting Minutes – September 24, 2024
- ✓ Authorization for Eminent Domain – Lee Street Substation
- ✓ FY24 Year-End Budget Transfers
- ✓ FY25 Budget Amendment
- ✓ FY25 Delegated Authority for Budget Transfers
- ✓ Managing Director/Chief Executive Officer Contract



Finance, Governance, & Audit Committee Report

Bobby Stein, Committee Chair

Action

Gage Connell, Groundworker



Finance, Governance, & Audit Committee Report

Action

- ✓ Intergovernmental Support Agreement
- ✓ Real Estate Procurement Directive Revisions
- ✓ Riverfront Plaza Cost Participation Agreement
- ✓ FY25 Internal Audit Plan
- ✓ Board By-Laws & Policy Manual



Chair's Report

General Joseph DiSalvo, Chair

Dylan Griffis, Apprentice Linemaintainer



Old and Other New Business / Open Discussion

General Joseph DiSalvo, Chair



Team members from Water/Wastewater Reuse Delivery & Collection, Water/Wastewater Reuse Treatment, and Water Treatment as they departed to provide mutual aid to Pinellas County Utilities





Building Community®

BOARD OF DIRECTORS MEETING

SUPPLEMENTAL
MATERIAL

IMPROVING LIVES...BUILDING COMMUNITY

JEA BOARD OF DIRECTORS

September 24, 2024

The JEA Board met in regular session at 9:00 am on Tuesday, September 24, 2024, on the 1st Floor, 225 North Pearl Street, Jacksonville, Florida. The meeting was properly noticed, and the public was invited to attend this meeting in-person at the physical location and virtually.

WELCOME

Meeting Called to Order – Board Chair General Joseph DiSalvo called the meeting to order at 9:00 am. Board members in attendance were Vice Chair Rick Morales, Secretary Kwanza Humphrey, John Baker, MG Orender, Bobby Stein. Board member Dr. Zachary Faison, Jr. attended the meeting virtually.

Others in attendance were Vickie Cavey, Interim Managing Director/CEO; Sheila Pressley, Chief Customer Experience Officer; Ted Phillips, Chief Financial Officer; Jody Brooks, Chief Administrative Officer; Raynetta Curry Marshall, Chief Operating Officer; Joe Orfano, Deputy Chief Financial Officer; Ricky Erixton, Deputy Chief Operating Officer; Kurt Wilson, Chief of Staff; Brad Krol, Chief Information Officer; Michael Boylan, City Council Liaison; Regina Ross, Chief Legal Officer, Office of General Counsel; Sheree Brown, Executive Assistant to the CEO; and Melissa Dalton, Manager, Board Services.

Time of Reflection – A moment of reflection was observed by all.

Adoption of the Agenda – On *motion* by Vice Chair Morales and seconded by Mr. Baker, the agenda was approved.

Values Moment – Naline McMillan, Human Resources Business Partner, provided a values moment on respect.

COMMENTS / PRESENTATIONS

Comments from the Public:

In-Person Public Comments:

John Nooney spoke to the Board regarding The River Accord and a public park on Pottsburg Creek.

Council Liaison's Comments – Council Member Michael Boylan shared that City Council is scheduled to vote on the City of Jacksonville budget this evening.

Interim Managing Director / CEO Report – Vickie Cavey, Interim Managing Director/CEO, introduced Diane Moser the new Chief Human Resources Officer beginning October 7, 2024; recognized Ricky Erixton on his promotion to Deputy Chief Operations Officer; Emergency Operations Center will be fully activated due to Hurricane Helene; provided updates on the University of North Florida STEM Scholarship luncheon on September 17, 2024; employee engagement to include weekly food trucks, all employee town halls, and the return of leadership meetings beginning October 9, 2024; and electric system bond issuance at J.P. Morgan at their headquarters in New York City. Secretary Humphrey spoke on her tour of Buckman Water Reclamation Facility as part of her Board member orientation.

JEA Performance Update

Corporate Scorecard – Juli Crawford, Director, Enterprise Planning & Analytics, presented the JEA performance update through August 31, 2024, to include water and wastewater reliability; year-to-date spend; O&M; fuel spend; capital; and customer billing. This report was received for information.

BOARD AND COMMITTEE REPORTS AND ITEMS FOR CONSIDERATION**CONSENT AGENDA**

The Consent Agenda consists of agenda items that require Board approval but are routine in nature or have been discussed in previous public meetings of the Board.

On *motion* by Mr. Orender and seconded by Secretary Humphrey, all Consent Agenda items were approved.

Board Meeting Minutes – August 27, 2024**Amended and Restated Voting Agreements – The Energy Authority and The Energy Authority Solutions, Inc.****Memorandum of Understanding Between JEA and City of Neptune Beach to Provide Sampling of Laboratory Analysis Services
FY24 Budgetary Amendment****DELIVERING BUSINESS EXCELLENCE**

Fiscal Year To Date Customer Satisfaction – Sheila Pressley, Chief Customer Experience Officer, provided an update on the reinstatement of the credit card convenience fee; electric utility residential customer satisfaction 2024 FYTD and final results; FY24 comparative pricing awareness campaign; affordability measures; and new digital tools to include video billing and My JEA Customer app. Council Member Boylan requested information on the reinstatement of convenience fees be sent to him. This presentation was received for information.

Florida Blue Renewal – Ted Phillips, Chief Financial Officer, provided a presentation on the Florida Blue renewal including background information, services provided, premiums and offset costs, and total claims in 2023.

On *motion* by Mr. Baker and seconded by Vice Chair Morales, the Board unanimously approved a one year renewal for calendar year 2025 and to \$33,862,015.95 to the contract for Medical Administrative Services Only, Pharmacy Benefit Management Services, Stop Loss, and Chronic Condition Management Services for a new not-to-exceed amount of \$98,918,592.95 and adopted Resolution 2024-49.

Board By-Laws and Policy Manual – Chair General DiSalvo highlighted Article 21 of JEA Charter Section 21.03c referencing the adoption of Board By-laws and a Policy Manual. General DiSalvo requested Board members provide comments on the governance documents. Jody Brooks, Chief Administrative Officer, provided historical context and timelines on the latest revisions; and noted a redline document of changes will be provided to the Finance, Governance, and Audit Committee meeting on October 24, 2024 and brought to the Board for action at the October 29, 2024 meeting. Ms. Brooks expressed appreciation to Board Chair DiSalvo and Mr. Baker on their work on the 2021 version and reviewed updates that the Office of Legal Counsel are working on. Discussions ensued on the number of meetings held per year, consensus was eight minimum Board meetings per year in conjunction with committee meetings. This presentation was received for information.

OTHER BUSINESS AND CLOSING CONSIDERATION**Old and Other New Business / Open Discussion –**

Chair General DiSalvo requested members review the draft succession plan which was placed at their seats and be prepared to discuss the plan at the next Board meeting on October 29, 2024.

Chair General DiSalvo expressed interest in discussing removing the term “interim” from Ms. Cavey’s title of “Interim Managing Director/CEO”. Chair General DiSalvo noted several concerns and thoughts from staff of the potential negative impacts to JEA from the use of the term “Interim Managing Director/CEO”.

On *motion* by Vice Chair Morales and seconded by Mr. Orender, Mr. Baker suggested not only removing the “interim” title but employing Ms. Cavey to serve as Managing Director/CEO. Mr. Stein agreed with Mr. Baker’s request. Ms. Humphrey acknowledged the positive work Ms. Cavey has done since coming to JEA but expressed concerns over the Board not conducting a CEO search open to both internal and external candidates. Chair DiSalvo expressed the use of a succession plan and discussions ensued about succession planning and culture by Mr. Morales and Mr. Orender. Upon a vote, Secretary Humphrey initially abstained, but Ms. Ross provided guidance that absent a conflict of interest, each Board member was required to vote on the matter. Secretary Humphrey voted No. Chair DiSalvo requested Ms. Ross draft an employment agreement for the Board’s review and consideration at its next regularly scheduled meeting.

Chair’s Report – Chair General DiSalvo had no comments.

Vice Chair Morales requested information on the K3 Strategies (K3) contract and when they would begin. Ms. Cavey noted final negotiations are almost complete and K3 will begin with touchpoints with the Board members soon after. Jenny McCollum, Director, Procurement Services stated JEA is currently in negotiations, reviewing a revised scope of work, and K3 could begin their work in October.

Announcements –

Finance, Governance, and Audit Committee Meeting – October 24, 2024

Board of Directors Workshop – October 29, 2024

Board of Directors Meeting – October 29, 2024

Adjournment – With no further business coming before the Board, Chair General Joseph DiSalvo declared the meeting adjourned at 10:11 am.

APPROVED BY:

JEA Acting Board Secretary

Date: _____

Board Meeting Recorded by:

Allison S Hickok

Allison S Hickok

Executive Staff Assistant

JEA Board Agenda

MEMORANDUM**Authorization for Eminent Domain - Lee Street Substation**

Board Meeting Date: October 29, 2024

 Outcome: ☐ INFORMATION ONLY ☒ ACTION ☐ FUTURE BOARD CONSIDERATION

If Action, Provide a Recommended Motion:

Correct prior Board authorization for eminent domain action to acquire a vacant parcel as a portion of the future Lee Street Substation site.

 Consent Agenda Item: ☒ Yes ☐ No

Presenter: Jordan Pope, Director, Administrative Services

Chief: Jody Brooks, Chief Administrative Officer

 Strategic Focus Area: ☐ DEVELOPING AN UNBEATABLE TEAM ☒ DELIVERING BUSINESS EXCELLENCE ☐ EARNING CUSTOMER LOYALTY

Background Information & Analysis:

Resolution 2024-38 authorized condemnation proceedings and was approved by the JEA Board at its June 25, 2024 meeting. The resolution did not include Exhibit A which described the property authorized to be acquired through condemnation proceedings. The prior resolution is attached hereto with Exhibit A attached. Staff requests the JEA Board approve the resolution with Exhibit A attached.

Background Information provided June 2024:

Pursuant to Chapter 367 of the Florida Statutes and Article 27 of the Charter, JEA is vested with eminent domain powers to acquire Real Property for the use or expansion of the utilities systems. These actions shall be executed in accordance Chapters 73 and 74 of the Florida Statutes.

JEA has identified approximately 72 acres in the Arlington area for the construction of a new substation to support expansion and provide system resilience for the community. JEA will be acquiring the majority of the property from GL National, Inc., however, a small vacant parcel (5,000 sqft) is surrounded by the GL National property, and is owned by an absentee third-party. JEA and GL National have made numerous attempts to contact the owner, but have been unsuccessful in receiving a response. Acquiring this parcel will allow assemblage of a substation site that is immediately adjacent to an existing JEA transmission corridor.

Financial Impact

Property is valued at \$57,550

Committee/Board Meeting/Workshop & Date Presented:

June 25, 2024 Board Meeting

Appendix: *List appendix items provided*
 Resolution 2024-70
 Exhibit A
 Ownership Interest
 Resolution 2024-38

**BOARD RESOLUTION: 2024 –70**

October 29, 2024

A RESOLUTION BY THE JEA BOARD AUTHORIZING NEGOTIATED ACQUISITION AND EXECUTION OF ACQUISITION AGREEMENTS FOR FEE SIMPLE OWNERSHIP IN CERTAIN LANDS DESCRIBED HEREIN FOR EXPANSION OF THE UTILITY SYSTEM INCLUDING BUT NOT LIMITED TO AN ELECTRIC SUBSTATION, OVERHEAD ELECTRIC LINES AND ASSOCIATED FACILITIES, UNDER CERTAIN TERMS AND CONDITIONS, AND FAILING SUCCESSFUL NEGOTIATIONS AS TO ANY AND ALL SUCH LANDS, AUTHORIZING CONDEMNATION PROCEEDINGS; DECLARING THE NECESSITY FOR ACQUIRING FEE SIMPLE OWNERSHIP RIGHTS THROUGH CONDEMNATION BY RIGHT OF EMINENT DOMAIN IN CERTAIN LANDS; AUTHORIZING THE OFFICE OF GENERAL COUNSEL TO INSTITUTE APPROPRIATE CONDEMNATION PROCEEDINGS; WAIVING ANY CONFLICTING PROVISIONS OF THE REAL ESTATE SERVICES PROCUREMENT DIRECTIVES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, JEA, a body politic and corporate, is authorized to construct, operate and maintain facilities for public utilities for the general public and is vested by Article 21 of the Charter of the City of Jacksonville and Florida law with the power of eminent domain to acquire fee and easement rights, for all public utilities including, but not limited to, electric, water, reclaimed water, and sewer purposes in the event that negotiations for their purchase is concluded unsuccessfully; now therefore:

BE IT RESOLVED by the JEA Board of Directors:

Section 1. Managing Director Authorized to Acquire. The Managing Director, or their designee, is hereby authorized to negotiate and acquire and to enter into acquisition agreements and to execute on behalf of JEA such documents as may be required for acquisition of fee simple rights in the lands described in Exhibit "A", to construct, operate and maintain an electric substation, overhead electric lines and related facilities. JEA declares that the lands described in Exhibit "A" are necessary for this use. The Managing Director, or their designee, shall accomplish such acquisition of fee simple rights on such terms and conditions as specified by JEA.

Section 2. Declaration of Necessity. In the event any such negotiation is not successfully concluded within a reasonable period of time, as determined by JEA, JEA declares the necessity for acquiring through condemnation by right of eminent domain fee simple rights in the lands described in Exhibit "A". The purpose of the fee simple rights is to construct, operate and maintain an electric substation, overhead electric lines and related facilities and to accommodate future expansion and reliability of the utility system.

Section 3. Acquisition of Fee Simple Ownership. JEA shall acquire by eminent domain fee simple ownership of the lands described in the attached Exhibit "A" for the public purposes stated herein.

Section 4. Institution of Legal Proceedings. The Office of General Counsel is authorized and empowered to institute at the direction of the Managing Director and on behalf of JEA the appropriate legal proceedings to acquire by condemnation fee simple ownership of the lands described in the attached Exhibit "A". Upon such direction, the Office of General Counsel is

Page 2

authorized to initiate and institute proceedings in accordance with the authority granted to JEA pursuant to Chapters 73, 74 and 361, Florida Statutes, for the exercise of the power of eminent domain in order to obtain the possession and title of properties described in Exhibit "A" in advance of the final judgement, as provided by law and determined necessary by this Board for the public purposes set forth herein.

Section 5. Pre-suit Mediation. The Board hereby approves pre-suit mediation as allowed by Chapter 73.015(3), Florida Statutes, and delegates mediation settlement authority to the Managing Director/CEO or her designee.

Section 6. Waiver. Any conflicting provisions of the Real Estate Procurement Directives are hereby waived.

Section 7. Correction of Errors. To the extent that there are administrative, typographical, and/or scrivener's errors contained herein that do not substantively change the tone, tenor or effect of this Resolution, then such errors may be revised and corrected by the Managing Director, or authorized designee, with no further action required by the Board.

Section 8. Effective Date. This Resolution shall be effective upon its adoption by the Board.

DONE, ORDERED AND ADOPTED

this 29th day of October 2024.

JEA Board Chair

JEA Acting Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	



BOARD RESOLUTION: 2024-38

June 25, 2024

A RESOLUTION BY THE JEA BOARD AUTHORIZING NEGOTIATED ACQUISITION AND EXECUTION OF ACQUISITION AGREEMENTS FOR FEE SIMPLE OWNERSHIP IN CERTAIN LANDS DESCRIBED HEREIN FOR EXPANSION OF THE UTILITY SYSTEM INCLUDING BUT NOT LIMITED TO AN ELECTRIC SUBSTATION, OVERHEAD ELECTRIC LINES AND ASSOCIATED FACILITIES, UNDER CERTAIN TERMS AND CONDITIONS, AND FAILING SUCCESSFUL NEGOTIATIONS AS TO ANY AND ALL SUCH LANDS, AUTHORIZING CONDEMNATION PROCEEDINGS; DECLARING THE NECESSITY FOR ACQUIRING FEE SIMPLE OWNERSHIP RIGHTS THROUGH CONDEMNATION BY RIGHT OF EMINENT DOMAIN IN CERTAIN LANDS; AUTHORIZING THE OFFICE OF GENERAL COUNSEL TO INSTITUTE APPROPRIATE CONDEMNATION PROCEEDINGS; WAIVING ANY CONFLICTING PROVISIONS OF THE REAL ESTATE SERVICES PROCUREMENT DIRECTIVES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, JEA is authorized to construct, operate and maintain facilities for public utilities for the general public and is vested by law with the power of eminent domain to acquire fee and easement rights, for all public utilities including, but not limited to, electric, water, reclaimed water, and sewer purposes in the event that negotiations for their purchase is concluded unsuccessfully; now therefore:

BE IT RESOLVED by the JEA Board of Directors:

Section 1. Interim Managing Director Authorized to Acquire. The Interim Managing Director, or their designee, is hereby authorized to negotiate and acquire and to enter into acquisition agreements and to execute on behalf of JEA such documents as may be required for acquisition of fee simple rights in the lands described in Exhibit "A", to construct, operate and maintain an electric substation, overhead electric lines and related facilities. JEA declares that the lands described in Exhibit "A" is necessary for this use. The Interim Managing Director, or their designee, shall accomplish such acquisition of fee simple rights on such terms and conditions as specified by JEA.

Section 2. Declaration of Necessity. In the event any such negotiation is not successfully concluded within a reasonable period of time, as determined by JEA, JEA declares the necessity for acquiring through condemnation by right of eminent domain utility easement rights in the lands described in Exhibit "A". The purpose of the fee simple rights is to construct, operate and maintain an electric substation, overhead electric lines and related facilities and to accommodate future expansion and reliability of the utility system.

Section 3. Acquisition of Fee Simple Ownership. JEA shall acquire by eminent domain fee simple ownership of the lands described in the attached Exhibit "A" for the public purposes stated herein.

Section 4. Institution of Legal Proceedings. The Office of General Counsel is authorized and empowered to institute at the direction of the Interim Managing Director and on behalf of JEA the appropriate legal proceedings to acquire by condemnation fee simple ownership of the lands described in the attached Exhibit "A".

Section 5. Waiver. Any conflicting provisions of the Real Estate Procurement Directives are hereby waived.

Page 2

Section 6. Correction of Errors. To the extent that there are administrative, typographical, and/or scrivener's errors contained herein that do not substantively change the tone, tenor or effect of this Resolution, then such errors may be revised and corrected by the Managing Direct, or authorized designee, with no further action required by the Board.

Section 7. Effective Date. This Resolution shall be effective upon its adoption by the Board.

Dated this 25th day of June 2024.



JEA Board Chair



(Acting) JEA Board Secretary

Form Approved by

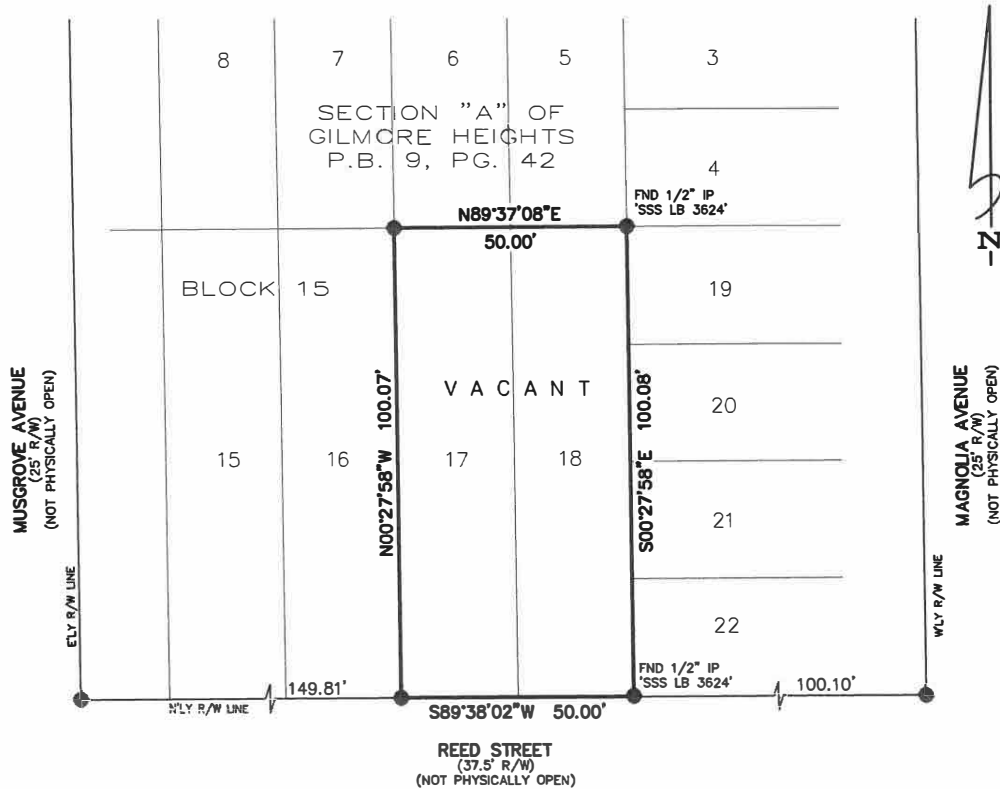


Office of General Counsel

VOTE	
In Favor	6
Opposed	0
Abstained	0

MAP SHOWING A BOUNDARY SURVEY OF

LOTS 17 AND 18 OF BLOCK 15, SECTION "A" OF GILMORE HEIGHTS, RECORDED IN PLAT BOOK 9, PAGE 42 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, LYING IN SECTION 12, TOWNSHIP 2 SOUTH, RANGE 27 EAST, CITY OF JACKSONVILLE, DUVAL COUNTY, FLORIDA.

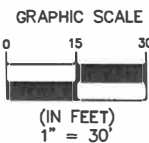


GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON S'LY R/W LINE OF REED STREET AS S89°38'02"W PER STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 NGS ADJUSTMENT.
2. THIS SURVEY ONLY SHOWS IMPROVEMENTS/STRUCTURES SITUATED ABOVE GROUND. BELOW GROUND IMPROVEMENTS/STRUCTURES, IF ANY, ARE NOT SHOWN OR LOCATED.
3. THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
5. THE LANDS SHOWN HEREON LIE WITHIN ZONE "X" (UNSHADED, AREA OF MINIMAL FLOOD HAZARD) AND ZONE "A" AS SHOWN ON FLOOD INSURANCE RATE MAP 0381J, COMMUNITY NO. 120077, DATED NOVEMBER 2, 2018. HOWEVER, THE FLOOD INSURANCE RATE MAPS ARE SUBJECT TO CHANGE.
6. INTERIOR IMPROVEMENTS NOT LOCATED, EXCEPT AS SHOWN HEREON.
7. CROSS REFERENCE SURVEY BY CLARY, FILE NO. SG-3718.

LEGEND

- R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
PG(S). = PAGE(S)
FND. = FOUND
I.P. = IRON PIPE
● = FOUND 1/2" IRON PIPE
'CLARY ASSOC'
(UNLESS NOTED OTHERWISE)



JOB NO. 2024-246
DRAFTER MJC/JRS
P.C. BRANDENBURG
F.B. DIGITAL
FIELD DATE 4-19-24
CHECKED BY:

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPMAKER (CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE).

FLORIDA

MICHAEL J. COLLIGAN, P.S.M., CERT. NO. 6788

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
LB NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257
(904) 260-2703
WWW.CLARYASSOC.COM

Ownership Interest

Heirs/devisees of I.R. Quimby (deceased)

JEA Board Agenda

MEMORANDUM**FY2024 OPERATING BUDGET LINE-ITEM TRANSFERS**

Board Meeting Date: October 29, 2024

Outcome:

☐

INFORMATION ONLY

☒

ACTION

☐

FUTURE BOARD CONSIDERATION

If Action, Provide a Recommended Motion:

Staff recommends that the Board approve Resolution 2024-63 authorizing the Managing Director/CEO to approve year-end transfers within the accounts of the fiscal year 2024 amended operating and capital budgets for JEA.

Consent Agenda Item:

☒

Yes

☐

No

Presenter:

Laure Whitmer, Director Budgets

Chief:

Ted Phillips, Chief Financial Officer

Strategic Focus Area:



DEVELOPING AN UNBEATABLE TEAM



DELIVERING BUSINESS EXCELLENCE



EARNING CUSTOMER LOYALTY

Background Information & Analysis:

Each year the Board of Directors approves an agenda item for Budgetary Transfers authorizing the Managing Director/CEO to make certain transfers within the budget. This authorization allows the Managing Director/CEO to make transfers up to \$5.0 million during a budget year. Transfers in excess of \$5.0 million during the fiscal year and/or to close the books at the end of the fiscal year are brought to the Board of Directors for authorization after the fact. This month's agenda item requests authorization from the Board of Directors for FY24 transfers needed to close the books and are now brought back to the Board of Directors for ratification. The FY24 year-end transfers were completed against the amended FY24 budget, which was submitted and approved at the September 24, 2024 JEA Board of Directors Meeting.

JEA provides the Council Auditor a final end-of-year revised budget by November 30th of each year. The revised budget includes budget transfers necessary to ensure JEA maintains a balanced budget and that line-item expenditures do not exceed their respective budget.

Staff recommends that the Board ratify the FY2024 year-end budget line-item transfers of:

Electric System

- \$15 million into Non-Fuel Purchased Power Rate Stabilization, \$8.2M into Vogtle Debt Service Principal, \$0.8 million into Non-Fuel Uncollectibles, \$0.6 million into Debt Service Interest, \$0.2 million into Operating and Maintenance, \$0.04 into Natural Gas Pass Through, and \$0.005 million into Environmental Capital Outlay

Water and Wastewater System

- \$16.1 million into Operating and Maintenance (Non-Environmental), \$3.6 million into Debt Service Interest, \$0.5 million into Uncollectible Accounts, and \$0.08 million into Interlocal Agreements

- District Energy System
- \$0.09 million into Debt Service Interest and \$0.05 million into Operating Capital Outlay

JEA Board Agenda

MEMORANDUM**FY2024 OPERATING BUDGET LINE-ITEM TRANSFERS****Financial
Impact:****Electric System**

Lower than budgeted expenses for Operating Capital Outlay, Non-Fuel Purchased Power – SJRPP D/S Interest, and Natural Gas Expense Pass Through generated the ability to deposit an additional \$15 million into NFPP RSF, an additional \$8.2 million in Vogtle Debt Service Principal, \$0.8 million in Uncollectible's, \$0.6 million in Debt Service Interest, \$0.2 million in Operations and Maintenance, \$0.04 million in Natural Gas Pass Through, and \$.005 million in Environmental Capital Outlay.

The following end-of-year budget line-item transfers for FY2024 support JEA's financial objectives and maintains a balanced budget.

Electric System (\$ in millions)			
Transfer From		Transfer To	
Operating Capital Outlay	\$ 24.5	Rate Stabilization- Non-Fuel Purch Pwr	\$ 15.0
Non-Fuel Purch Pwr – SJRPP D/S Interest	0.2	Non-Fuel Purch Pwr – Vogtle D/S Principle	8.2
Natural Gas Expense Pass Through	0.2	Non-Fuel Uncollectibles	0.8
		Debt Service Interest	0.6
		Operating & Maint (Non-DSM/Env't)	0.2
		Natural Gas Expense Pass Through	.04
		Environmental Capital Outlay	.005
	\$ 24.9		\$24.9

Water and Wastewater System

Lower than budgeted expenses for Operating Capital Outlay generated the ability to deposit an additional \$16.1 million into Operating and Maintenance (Non-Environmental), an additional \$3.6 million into Debt Service Interest, an additional \$0.5 million into Uncollectable Accounts, and an additional \$0.08 million into Interlocal Agreements.

The following end-of-year budget line-item transfers for FY2024 support JEA's financial objectives and maintains a balanced budget.

Water and Wastewater System (\$ in millions)			
Transfer From		Transfer To	
Operating Capital Outlay	\$ 20.2	Operating and Maint (Non Env't)	\$ 16.1
		Debt Service Interest	3.6
		Uncollectible Accounts	0.5
		Interlocal Agreements	0.08
	\$ 20.2		\$ 20.2

District Energy System

Lower than budgeted expenses for Operating and Maintenance generated the ability to deposit an additional \$0.05 million into Operating Capital Outlay and \$0.09 million into Debt Interest.

The following end-of-year budget line-item transfers for FY2024 support JEA's financial objectives and maintains a balanced budget.

District Energy System (\$ in millions)			
Transfer From		Transfer To	
Operating and Maintenance	\$ 0.14	Debt Service Interest	\$ 0.09
		Operating Capital Outlay	0.05
	\$ 0.14		\$ 0.14

Appendix: List appendix items provided

Resolution 2024-63

Quarter 4 Funds Transfers for Electric System, Water System and DES

**BOARD RESOLUTION: 2024-63**

October 29, 2024

A RESOLUTION AUTHORIZING THE MANAGING DIRECTOR/CEO TO APPROVE YEAR-END TRANSFERS WITHIN THE ACCOUNTS OF THE FISCAL YEAR 2024 AMENDED OPERATING AND CAPITAL BUDGETS FOR JEA

WHEREAS, each year, the City Council approves the JEA Budget, and authorizes the Board to make allocations, allotments, and transfers within the approved budget for JEA; and

WHEREAS, each year, the Board of Directors authorizes the Managing Director/CEO to make allocations, allotments, and transfers within the approved budget for JEA, within a limit set by Resolution; and

WHEREAS, the Managing Director/CEO is authorized to make year-end allocations, allotments, and transfers based on the amended budget for Fiscal Year 2024;

NOW THEREFORE, BE IT RESOLVED by the JEA Board of Directors that:

1. The Managing Director/CEO is authorized to approve year-end transfers between line items within the JEA's amended budget for Fiscal Year 2024, which was approved by the JEA Board of Directors on September 24, 2024.
2. The Managing Director/CEO, or his designee, is directed to provide a copy or a summary of the written documentation of all transfers made between budget line items to the Council Auditor at the end of each quarter.
3. To the extent there are typographical, clerical, or administrative errors that do not affect the tone, tenor, or context of this resolution, such errors may be corrected without further authorization from the Board of Directors.
4. This Resolution shall be effective immediately upon passage.

Dated this 29th day of October, 2024.

JEA Board Chair

JEA Acting Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

EXHIBIT A

Electric System

Lower than budgeted expenses for Operating Capital Outlay, Non-Fuel Purchased Power – SJRPP D/S Interest, and Natural Gas Expense Pass Through generated the ability to deposit an additional \$15 million into NFPP RSF, an additional \$8.2 million in Vogtle Debt Service Principal, \$0.8 million in Uncollectibles, \$0.6 million in Debt Service Interest, \$0.2 million in Operations and Maintenance, \$0.04 million in Natural Gas Pass Through, and \$.005 million in Environmental Capital Outlay.

The following end-of-year budget line-item transfers for FY2024 support JEA's financial objectives and maintains a balanced budget.

Electric System (\$ in millions)			
<u>Transfer From</u>		<u>Transfer To</u>	
Operating Capital Outlay	\$ 24.5	Rate Stabilization- Non-Fuel Purch Pwr	\$ 15.0
Non-Fuel Purch Pwr – SJRPP D/S Interest	0.2	Non-Fuel Purch Pwr – Vogtle D/S Principle	8.2
Natural Gas Expense Pass Through	0.2	Non-Fuel Uncollectibles	0.8
		Debt Service Interest	0.6
		Operating & Maint (Non-DSM/Envnt)	0.2
		Natural Gas Expense Pass Through	.04
		Environmental Capital Outlay	.005
	<u>\$ 24.9</u>		<u>\$ 24.9</u>

Water and Wastewater System

Lower than budgeted expenses for Operating Capital Outlay generated the ability to deposit an additional \$16.1 million into Operating and Maintenance (Non-Environmental), an additional \$3.6 million into Debt Service Interest, an additional \$0.5 million into Uncollectable Accounts, and an additional \$0.08 million into Interlocal Agreements.

The following end-of-year budget line-item transfers for FY2024 support JEA's financial objectives and maintains a balanced budget.

Water and Wastewater System (\$ in millions)			
<u>Transfer From</u>		<u>Transfer To</u>	
Operating Capital Outlay	\$ 20.2	Operating and Maint (Non Envnt)	\$ 16.1
		Debt Service Interest	3.6
		Uncollectible Accounts	0.5
		Interlocal Agreements	0.08
	<u>\$ 20.2</u>		<u>\$ 20.2</u>

District Energy System

Lower than budgeted expenses for Operating and Maintenance generated the ability to deposit an additional \$0.05 million into Operating Capital Outlay and \$0.09 million into Debt Service Interest.

The following end-of-year budget line-item transfers for FY2024 support JEA's financial objectives and maintains a balanced budget.

District Energy System (\$ in millions)			
<u>Transfer From</u>		<u>Transfer To</u>	
Operating and Maintenance	\$ 0.14	Debt Service Interest	\$ 0.09
		Operating Capital Outlay	0.05
	<u>\$ 0.14</u>		<u>\$ 0.14</u>

JEA
FY 23/24 FUNDS TRANSFER

Electric System
Operating Budget

TRANSFER FROM ACCOUNT	DESCRIPTION	AMOUNT
Credit		
021-Z0000-5501	Operating Capital Outlay	\$ 24,506,423
021-Z0000-4412	Non-Fuel Purchased Power - SJRPP D/S Interest	\$ 195,740
021-10221-1208	Natural Gas Expense Pass Through	\$ 101,000
021-10221-2002	Natural Gas Expense Pass Through	\$ 50,000
021-10221-2044	Natural Gas Expense Pass Through	\$ 7,000
021-10221-2013	Natural Gas Expense Pass Through	\$ 2,000
021-10221-2018	Natural Gas Expense Pass Through	\$ 1,500
021-10221-2019	Natural Gas Expense Pass Through	\$ 1,000
021-10221-2020	Natural Gas Expense Pass Through	\$ 500
Total		\$ 24,865,163

TRANSFER TO ACCOUNT	DESCRIPTION	AMOUNT
Debit		
021-Z0000-4431	Rate Stabilization - Non-Fuel Purchased Power	\$ 15,000,000
021-Z0000-4429	Vogtle D/S Principle	\$ 8,222,088
021-Z0000-5301	Non-Fuel Uncollectibles & PSC Tax	\$ 798,160
021-Z0000-5102	Debt Service - Debt Interest	\$ 636,360
021-30700-2020	Operating & Maint (Non-DSM/Envnt)	\$ 163,000
021-10221-2001	Natural Gas Expense Pass Through	\$ 40,067
021-Z0000-5511	Environmental Capital Outlay	\$ 5,488
Total		\$ 24,865,163

JUSTIFICATION:

Year-end budget adjustments transferring budget funding from Operating Capital Outlay and SJRPP Interest to Debt Interest, Environmental Capital Outlay, Uncollectibles, Vogtle Debt Service, NFPP RSF, and Natural Gas Pass Through Expense.

In addition, funds from Natural Gas operations were transferred to Non-DSM/ Envnt O&M to support Electric Operations.

APPROVALS:

APPROVED: Laure A Whitmer 10/11/2024
Director, Budgets DATE

APPROVED: _____
Chief Financial Officer DATE

APPROVED: _____
Managing Director/CEO DATE

Forwarded to Council Auditor: Date: _____

JEA
FY 23/24 FUNDS TRANSFER

Water and Wastewater System
Operating Budget

TRANSFER FROM ACCOUNT	DESCRIPTION	AMOUNT
Credit		
071-Z0000-5501	Operating Capital Outlay	\$ 20,209,936
	Total	\$ 20,209,936

TRANSFER TO ACCOUNT	DESCRIPTION	AMOUNT
Debit		
071-Z0000-2001	Operating & Maintenance (Non-Environmental)	\$ 16,054,236
071-Z0000-5102	Debt Service Interest	\$ 3,600,424
071-Z0000-5301	Uncollectible Accounts	\$ 478,252
071-Z0000-5615	Interlocal Agreements	\$ 77,024
	Total	\$ 20,209,936

JUSTIFICATION: Year-end budget adjustments transferring budget funding from Operating Capital Outlay to Operating & Maintenance Expense (Non Env't), Debt Service Interest, Uncollectible Accounts and Interlocal Agreements.

APPROVALS:

APPROVED: Laure A Whitmer 10/11/2024
Director, Budgets DATE

APPROVED: _____
Chief Financial Officer DATE

APPROVED: _____
Managing Director/CEO DATE

Forwarded to Council Auditor: Date: _____

JEA
FY 23/24 FUNDS TRANSFER

District Energy System Operating Budget

TRANSFER FROM ACCOUNT	DESCRIPTION	AMOUNT
Credit		
091-Z0000-2001	Operating & Maintenance Expenses	\$ 135,928
	Total	\$ 135,928

TRANSFER TO ACCOUNT	DESCRIPTION	AMOUNT
Debit		
091-Z0000-5102	Debt Interest	\$ 85,951
091-Z0000-5501	Operating Capital Outlay	\$ 49,977
	Total	\$ 135,928

JUSTIFICATION:

Year-end budget adjustments transferring budget funding from Operating and Maintenance Expense to Debt Interest and Operating Capital Outlay

APPROVALS:

APPROVED: Laure A Whitmer 10/11/2024
Director, Budgets DATE

APPROVED: _____ DATE _____
Chief Financial Officer

APPROVED: _____ DATE _____
Managing Director/CEO

Forwarded to Council Auditor: Date: _____

JEA Board Agenda

MEMORANDUM**FY2025 BUDGETARY AMENDMENT**

Board Meeting Date: October 29, 2024

Outcome: ☐ INFORMATION ONLY ☒ ACTION ☐ FUTURE BOARD CONSIDERATION

If Action, Provide a Recommended Motion:

Staff recommends that the Board approve Resolution 2024-64 authorizing the Managing Director/CEO to perform a budgetary amendment for the fiscal year 2025 for JEA, appropriate surplus FY2024 revenues that exceed budget, adjust expense budget for unbudgeted withdrawals of stabilization funds, and seek legislative approval through office of general counsel.

Consent Agenda Item: ☒ Yes ☐ No

Presenter: Laure Whitmer, Director Budgets

Chief: Ted Phillips, Chief Financial Officer

Strategic Focus Area: ☐ DEVELOPING AN UNBEATABLE TEAM ☒ DELIVERING BUSINESS EXCELLENCE ☐ EARNING CUSTOMER LOYALTY

Background Information & Analysis:

JEA's Operating and Capital Budgets are typically approved in September prior to October 1st of the new fiscal year. JEA's Operating and Capital budgets for Fiscal Year 2025 were approved by the City of Jacksonville in September of 2024. JEA is seeking a budgetary amendment after the start of the fiscal year to appropriate Fiscal Year 2024 surplus revenues exceeding the approved budget and adjust expense budget for unbudgeted withdrawals of stabilization funds.

Staff recommends that the Board approve the attached Resolution 2024-64, which authorizes the Managing Director/CEO to make a budgetary amendment to appropriate revenues exceeding the approved budget and adjust expense budget for unbudgeted withdrawals of stabilization funds. This includes authorizing the Managing Director/CEO to update Schedules A and B with amended budget values, seek legislative approval for the budget amendment through the City of Jacksonville Office of General Counsel, and notify the City Council President of intent to, reason for, and action of seeking legislative approval.

SCHEDULES A & B

Electric System – Schedule A	Original Budget	Amended Budget	Change
Other Revenues	25,200,483	86,620,167	61,419,684
Demand-side Management – Rate Stabilization	(100,000)	(937,039)	(837,039)
Environmental – Rate Stabilization	(10,200,000)	(11,289,700)	(1,089,700)
Operating Capital Outlay	97,049,076	160,395,499	63,346,423

Total Schedule A budget increases from \$1,358,189,612 to \$1,419,609,296

Water & Wastewater System – Schedule A	Original Budget	Amended Budget	Change
Other Revenues	26,459,640	80,116,741	53,657,101
Environmental – Rate Stabilization	-	(76,186)	(76,186)
Environmental Capital Outlay	-	76,186	76,186
Operating Capital Outlay	75,860,662	129,517,763	53,657,101

Total Schedule A budget increases from \$633,627,491 to \$687,284,592

JEA Board Agenda

MEMORANDUM**FY2025 BUDGETARY AMENDMENT**Background
Information &
Analysis:

District Energy System – Schedule A	Original Budget	Amended Budget	Change
Other Revenues	-	337,042	337,042
Operating Capital Outlay	1,361,600	1,698,642	337,042

Total Schedule A budget increases from \$13,574,930 to \$13,911,972

Electric System - Schedule B Capital Funds	Original Budget	Amended Budget	Change
Operating Capital Outlay	97,049,076	160,395,499	63,346,423
Debt Proceeds	138,358,070	75,011,647	(63,346,423)

Water System - Schedule B Capital Funds	Original Budget	Amended Budget	Change
Operating Capital Outlay	75,860,662	129,517,763	53,657,101
Environmental Capital Outlay	-	76,186	76,186
Debt Proceeds	377,153,565	323,420,278	(53,733,287)

District Energy System - Schedule B	Original Budget	Amended Budget	Change
Operating Capital Outlay	1,361,600	1,698,642	337,042
Debt Proceeds	16,035,576	15,698,534	(337,042)

Financial
Impact

Electric System: DSM Rate Stabilization withdrawals have been adjusted to reflect the remaining balance of the fund at the end of FY2024. Environmental Rate Stabilization withdrawals have been adjusted to reflect budgeted Environmental O&M expense.

In addition, the Other Revenue category has been adjusted to reflect an additional \$61.4M contribution to Operating Capital Outlay carried over from a remaining surplus in FY2024.

Water System: Due to expected unbudgeted withdrawals from the Environmental Rate Stabilization Fund, the FY2025 expense budget is being adjusted to reflect the total expected withdrawal from the fund.

In addition, the Other Revenue category has been adjusted to reflect the additional \$53.7M contribution to Operating Capital Outlay carried over from a remaining surplus in FY2024.

District Energy System: The Other Revenue category has been adjusted to reflect the additional \$.34M contribution to Operating Capital Outlay carried over from a remaining surplus in FY2024.

Appendix: *List appendix items provided*

Resolution 2024-64
FY2025 Budget Original Schedule A&B
FY2025 Budget Amended Schedule A&B

**BOARD RESOLUTION: 2024-64**

October 29, 2024

A RESOLUTION AUTHORIZING THE MANAGING DIRECTOR/CEO TO PERFORM A BUDGETARY AMENDMENT FOR THE FISCAL YEAR 2025 FOR JEA, APPROPRIATE SURPLUS FY2024 REVENUES THAT EXCEED BUDGET, ADJUST EXPENSE BUDGET FOR UNBUDGETED WITHDRAWALS OF STABILIZATION FUNDS, AND SEEK LEGISLATIVE APPROVAL THROUGH OFFICE OF GENERAL COUNSEL

WHEREAS, each year, the City Council approves the JEA Budget and;

WHEREAS, the Board of Directors authorizes the Managing Director/CEO to make a budgetary amendment to appropriate revenues exceeding the approved budget; and

WHEREAS, the Board of Directors authorizes the Managing Director/CEO to make a budgetary amendment to adjust budgeted expenses to reflect use of stabilization funds; and

WHEREAS, the Board of Directors authorizes the Managing Director/CEO to amend Schedules A and B to reflect the amended budget values as indicated in the tables attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the Board of Directors authorizes the Managing Director/CEO to seek legislative approval for the budgetary amendment through the City of Jacksonville Office of General Counsel; and

WHEREAS, the Board of Directors authorizes the Managing Director/CEO to notify the Council President of intent to, reason for, and action of seeking legislative approval for the budgetary amendment;

NOW THEREFORE, BE IT RESOLVED by the JEA Board of Directors that:

1. The Managing Director/CEO is authorized to perform a budgetary amendment to appropriate surplus FY2024 revenues exceeding budget and adjust expenses for unbudgeted withdrawals of stabilization funds and update Schedules A and B substantially in the same form attached hereto as Exhibit A to reflect amended budget values.
2. The Managing Director/CEO is authorized to take the necessary steps to seek legislative approval for the budget amendment through the City of Jacksonville Office of General Counsel.
3. To the extent there are typographical, clerical, or administrative errors that do not affect the tone, tenor, or context of this resolution, such errors may be corrected without further authorization from the Board of Directors.
4. This Resolution shall be effective immediately upon passage.

Dated this 29th day of October, 2024.

JEA Board Chair

JEA Acting Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

SCHEDULES A & B

Electric System – Schedule A	Original Budget	Amended Budget	Change
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Page 2

Other Revenues	25,200,483	86,620,167	61,419,684
Demand-side Management – Rate Stabilization	(100,000)	(937,039)	(837,039)
Environmental – Rate Stabilization	(10,200,000)	(11,289,700)	(1,089,700)
Operating Capital Outlay	97,049,076	160,395,499	63,346,423

Total Schedule A budget increases from \$1,358,189,612 to \$1,419,609,296

Water & Wastewater System – Schedule A	Original Budget	Amended Budget	Change
Other Revenues	26,459,640	80,116,741	53,657,101
Environmental – Rate Stabilization	-	(76,186)	(76,186)
Environmental Capital Outlay	-	76,186	76,186
Operating Capital Outlay	75,860,662	129,517,763	53,657,101

Total Schedule A budget increases from \$633,627,491 to \$687,284,592

District Energy System – Schedule A	Original Budget	Amended Budget	Change
Other Revenues	-	337,042	337,042
Operating Capital Outlay	1,361,600	1,698,642	337,042

Total Schedule A budget increases from \$13,574,930 to \$13,911,972

Electric System - Schedule B Capital Funds	Original Budget	Amended Budget	Change
Operating Capital Outlay	97,049,076	160,395,499	63,346,423
Debt Proceeds	138,358,070	75,011,647	(63,346,423)

Water System - Schedule B Capital Funds	Original Budget	Amended Budget	Change
Operating Capital Outlay	75,860,662	129,517,763	53,657,101
Environmental Capital Outlay	-	76,186	76,186
Debt Proceeds	377,153,565	323,420,278	(53,733,287)

District Energy System - Schedule B	Original Budget	Amended Budget	Change
Operating Capital Outlay	1,361,600	1,698,642	337,042
Debt Proceeds	16,035,576	15,698,534	(337,042)

**JEA
CONSOLIDATED OPERATING BUDGET
FISCAL YEAR 2025**

ORIGINAL BUDGET

	Electric System	Water System	District Energy System	Total
FUEL RELATED REVENUES & EXPENSES:				
FUEL REVENUES:	\$ 434,404,924	\$ -	\$ -	\$ 434,404,924
Total Net Revenues	\$ 434,404,924	\$ -	\$ -	\$ 434,404,924
FUEL EXPENSES:				
Fuel & Purchased Power	\$ 434,404,924	\$ -	\$ -	\$ 434,404,924
FUEL SURPLUS/(DEFICIT)	\$ -	\$ -	\$ -	\$ -
BASE RELATED REVENUES & EXPENSES				
BASE OPERATING REVENUES:				
Base Rate Revenues	\$ 879,376,000	\$ 519,149,274	\$ 13,429,321	\$ 1,411,954,595
Environmental Charge Revenue	-	-	-	-
Conservation Charge & Demand Side Revenue	-	-	-	-
Other Revenues	25,200,483	26,459,640	-	51,660,123
Natural Gas Pass Through Revenue	1,138,390	-	-	1,138,390
Total Base Related Revenues	\$ 905,714,873	\$ 545,608,914	\$ 13,429,321	\$ 1,464,753,108
BASE OPERATING EXPENSES:				
Operating and Maintenance	\$ 291,470,578	\$ 263,483,858	\$ 6,144,700	\$ 561,099,136
Environmental	11,289,700	-	-	11,289,700
Conservation & Demand-side Management	10,951,894	-	-	10,951,894
Natural Gas Pass Through Expense	1,261,588	-	-	1,261,588
Non-Fuel Purchased Power	244,830,283	-	-	244,830,283
Non-Fuel Uncollectibles & PSC Tax	2,331,809	1,090,213	-	3,422,022
Emergency Reserve	-	-	-	-
Total Base Related Expenses	\$ 562,135,852	\$ 264,574,071	\$ 6,144,700	\$ 832,854,623
BASE OPERATING INCOME:	\$ 343,579,021	\$ 281,034,843	\$ 7,284,621	\$ 631,898,485
NON-OPERATING REVENUE:				
Investment Income	18,069,815	5,542,022	145,609	23,757,446
Transfer To/From Fuel Recovery	-	-	-	-
Capacity Fees	-	82,476,555	-	82,476,555
Total Non Operating Revenues	\$ 18,069,815	\$ 88,018,577	\$ 145,609	\$ 106,234,001
NON-OPERATING EXPENSES:				
Debt Service	105,804,089	136,225,271	5,465,806	247,495,166
Demand-side Management - Rate Stabilization	-100,000	-	-	-100,000
Environmental - Rate Stabilization	-10,200,000	-	-	-10,200,000
Total Non Operating Expenses	\$ 95,504,089	\$ 136,225,271	\$ 5,465,806	\$ 237,195,166
BASE INCOME BEFORE TRANSFERS	\$ 266,144,747	\$ 232,828,149	\$ 1,964,424	\$ 500,937,320
City Contribution Expense	97,708,817	39,715,679	-	137,424,496
Interlocal Payments	-	3,743,035	-	3,743,035
Renewal and Replacement Fund	71,386,854	31,032,218	602,824	103,021,896
Operating Capital Outlay	97,049,076	75,860,662	1,361,600	174,271,338
Environmental Capital Outlay	-	-	-	-
Capacity Fees	-	82,476,555	-	82,476,555
Operating Contingency	-	-	-	-
Total Non-Fuel Expenses	\$ 266,144,747	\$ 232,828,149	\$ 1,964,424	\$ 500,937,320
SURPLUS/(DEFICIT)	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ 1,358,189,612	\$ 633,627,491	\$ 13,574,930	\$ 2,005,392,033
TOTAL APPROPRIATIONS	\$ 1,358,189,612	\$ 633,627,491	\$ 13,574,930	\$ 2,005,392,033
BUDGETED EMPLOYEE POSITIONS	1,646	784	7	2,437
BUDGETED TEMPORARY HOURS	104,000	20,800	0	124,800

JEA
CONSOLIDATED CAPITAL BUDGET
FISCAL YEAR 2025

ORIGINAL BUDGET

	Electric System	Water System	District Energy System	Total
CAPITAL FUNDS:				
Renewal & Replacement Deposits	\$ 71,386,854	\$ 31,032,218	\$ 602,824	\$ 103,021,896
Operating Capital Outlay	97,049,076	75,860,662	1,361,600	174,271,338
Environmental Capital Outlay	-	-	-	-
Capacity Fees	-	82,476,555	-	82,476,555
Debt Proceeds	138,358,070	377,153,565	16,035,576	531,547,211
Other Proceeds	-	-	-	-
Total Capital Funds	<u>\$ 306,794,000</u>	<u>\$ 566,523,000</u>	<u>\$ 18,000,000</u>	<u>\$ 891,317,000</u>
CAPITAL PROJECTS:				
Generation Projects	\$ 71,888,000	\$ -	\$ -	\$ 71,888,000
Transmission & Distribution Projects	186,176,000	-	-	186,176,000
District Energy Projects	-	-	18,000,000	18,000,000
Water Projects	-	196,914,000	-	196,914,000
Sewer Projects	-	330,905,000	-	330,905,000
Other Projects	48,730,000	38,704,000	-	87,434,000
Total Capital Projects Subtotal	<u>\$ 306,794,000</u>	<u>\$ 566,523,000</u>	<u>\$ 18,000,000</u>	<u>\$ 891,317,000</u>
Capital Reserve	-	-	-	-
Total Capital Projects	<u>\$ 306,794,000</u>	<u>\$ 566,523,000</u>	<u>\$ 18,000,000</u>	<u>\$ 891,317,000</u>

**JEA
CONSOLIDATED OPERATING BUDGET
FISCAL YEAR 2025**

AMENDED BUDGET

	Electric System	Water System	District Energy System	Total
FUEL RELATED REVENUES & EXPENSES:				
FUEL REVENUES:	\$ 434,404,924	\$ -	\$ -	\$ 434,404,924
Total Net Revenues	\$ 434,404,924	\$ -	\$ -	\$ 434,404,924
FUEL EXPENSES:				
Fuel & Purchased Power	\$ 434,404,924	\$ -	\$ -	\$ 434,404,924
FUEL SURPLUS/(DEFICIT)	\$ -	\$ -	\$ -	\$ -
BASE RELATED REVENUES & EXPENSES				
BASE OPERATING REVENUES:				
Base Rate Revenues	\$ 879,376,000	\$ 519,149,274	\$ 13,429,321	\$ 1,411,954,595
Environmental Charge Revenue	-	-	-	-
Conservation Charge & Demand Side Revenue	-	-	-	-
Other Revenues	86,620,167	80,116,741	337,042	167,073,950
Natural Gas Pass Through Revenue	1,138,390	-	-	1,138,390
Total Base Related Revenues	\$ 967,134,557	\$ 599,266,015	\$ 13,766,363	\$ 1,580,166,935
BASE OPERATING EXPENSES:				
Operating and Maintenance	\$ 291,470,578	\$ 263,483,858	\$ 6,144,700	\$ 561,099,136
Environmental	11,289,700	-	-	11,289,700
Conservation & Demand-side Management	10,951,894	-	-	10,951,894
Natural Gas Pass Through Expense	1,261,588	-	-	1,261,588
Non-Fuel Purchased Power	244,830,283	-	-	244,830,283
Non-Fuel Uncollectibles & PSC Tax	2,331,809	1,090,213	-	3,422,022
Emergency Reserve	-	-	-	-
Total Base Related Expenses	\$ 562,135,852	\$ 264,574,071	\$ 6,144,700	\$ 832,854,623
BASE OPERATING INCOME:	\$ 404,998,705	\$ 334,691,944	\$ 7,621,663	\$ 747,312,312
NON-OPERATING REVENUE:				
Investment Income	18,069,815	5,542,022	145,609	23,757,446
Transfer To/From Fuel Recovery	-	-	-	-
Capacity Fees	-	82,476,555	-	82,476,555
Total Non Operating Revenues	\$ 18,069,815	\$ 88,018,577	\$ 145,609	\$ 106,234,001
NON-OPERATING EXPENSES:				
Debt Service	105,804,089	136,225,271	5,465,806	247,495,166
Demand-side Management - Rate Stabilization	-937,039	-	-	-937,039
Environmental - Rate Stabilization	-11,289,700	(76,186)	-	-11,365,886
Total Non Operating Expenses	\$ 93,577,350	\$ 136,149,085	\$ 5,465,806	\$ 235,192,241
BASE INCOME BEFORE TRANSFERS	\$ 329,491,170	\$ 286,561,436	\$ 2,301,466	\$ 618,354,072
City Contribution Expense	97,708,817	39,715,679	-	137,424,496
Interlocal Payments	-	3,743,035	-	3,743,035
Renewal and Replacement Fund	71,386,854	31,032,218	602,824	103,021,896
Operating Capital Outlay	160,395,499	129,517,763	1,698,642	291,611,904
Environmental Capital Outlay	-	76,186	-	76,186
Capacity Fees	-	82,476,555	-	82,476,555
Operating Contingency	-	-	-	-
Total Non-Fuel Expenses	\$ 329,491,170	\$ 286,561,436	\$ 2,301,466	\$ 618,354,072
SURPLUS/(DEFICIT)	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ 1,419,609,296	\$ 687,284,592	\$ 13,911,972	\$ 2,120,805,860
TOTAL APPROPRIATIONS	\$ 1,419,609,296	\$ 687,284,592	\$ 13,911,972	\$ 2,120,805,860
BUDGETED EMPLOYEE POSITIONS	1,646	784	7	2,437
BUDGETED TEMPORARY HOURS	104,000	20,800	0	124,800

JEA
CONSOLIDATED CAPITAL BUDGET
FISCAL YEAR 2025

	Electric System	Water System	District Energy System	Total
CAPITAL FUNDS:				
Renewal & Replacement Deposits	\$ 71,386,854	\$ 31,032,218	\$ 602,824	\$ 103,021,896
Operating Capital Outlay	160,395,499	129,517,763	1,698,642	291,611,904
Environmental Capital Outlay	-	76,186	-	76,186
Capacity Fees	-	82,476,555	-	82,476,555
Debt Proceeds	75,011,647	323,420,278	15,698,534	414,130,459
Other Proceeds	-	-	-	-
Total Capital Funds	<u>\$ 306,794,000</u>	<u>\$ 566,523,000</u>	<u>\$ 18,000,000</u>	<u>\$ 891,317,000</u>
CAPITAL PROJECTS:				
Generation Projects	\$ 71,888,000	\$ -	\$ -	\$ 71,888,000
Transmission & Distribution Projects	186,176,000	-	-	186,176,000
District Energy Projects	-	-	18,000,000	18,000,000
Water Projects	-	196,914,000	-	196,914,000
Sewer Projects	-	330,905,000	-	330,905,000
Other Projects	48,730,000	38,704,000	-	87,434,000
Total Capital Projects Subtotal	<u>\$ 306,794,000</u>	<u>\$ 566,523,000</u>	<u>\$ 18,000,000</u>	<u>\$ 891,317,000</u>
Capital Reserve	-	-	-	-
Total Capital Projects	<u>\$ 306,794,000</u>	<u>\$ 566,523,000</u>	<u>\$ 18,000,000</u>	<u>\$ 891,317,000</u>

JEA Board Agenda

MEMORANDUM**FY2025 BUDGETARY TRANSFERS**

Board Meeting Date: October 29, 2024

 Outcome: ☐ INFORMATION ONLY ☒ ACTION ☐ FUTURE BOARD CONSIDERATION

If Action, Provide a Recommended Motion:

Staff recommends that the Board approve Resolution 2024-65 authorizing the Managing Director/CEO to approve transfers within the accounts of the fiscal year 2025 operating and capital budgets for JEA; providing limitations of said authorization; and providing for an effective date.

 Consent Agenda Item: ☒ Yes ☐ No

 Presenter:

 Chief:

 Strategic Focus Area: ☐ DEVELOPING AN UNBEATABLE TEAM ☒ DELIVERING BUSINESS EXCELLENCE ☐ EARNING CUSTOMER LOYALTY

Background Information & Analysis:

The budget ordinance includes the authority for JEA to transfer from time to time, without Council approval, appropriated funds from one of the purposes for which funds are appropriated to another purpose during the fiscal year. The ordinance requires that the City Council Auditor be provided, at the end of each quarter, a copy or a written summary of the documentation of all transfers made between approved budget line items. In the past, the Board has delegated to the Managing Director/CEO authority to make transfers during the fiscal year within the budget line items.

Staff recommends that the Board approve the attached Resolution 2024-65, which allows the Managing Director/CEO to approve budget transfers within JEA budget for Fiscal Year 2025. This authorization is limited to \$5.0 million per transfer, except in the event of an emergency or year-end adjustments, where transfers over \$5.0 million will be brought to the Board for ratification.

Financial Impact

The proposed Resolution authorizes the Managing Director/CEO to approve transfers between approved budget line items within the JEA budget for Fiscal Year 2025. Authorization is limited to \$5.0 million per transfer; however, in the event of an emergency or for year-end adjustments, the Managing Director/CEO is authorized to approve budget transfers exceeding \$5.0 million. Emergency and year-end transfers exceeding \$5.0 million will be brought to the Board for ratification. The Resolution states that JEA staff will provide to the City Council Auditor at the end of each quarter a copy or written summary of the documentation of all transfers made between approved budget line items.

Appendix: *List appendix items provided*

**BOARD RESOLUTION: 2024-65**

October 29, 2024

A RESOLUTION AUTHORIZING THE MANAGING DIRECTOR/CEO TO APPROVE TRANSFERS WITHIN THE ACCOUNTS OF THE FISCAL YEAR 2025 OPERATING AND CAPITAL BUDGETS FOR JEA; PROVIDING LIMITATIONS OF SAID AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, each year, the City Council approves the JEA Budget, and authorizes the Board to make allocations, allotments, and transfers within the approved budget for JEA; and

WHEREAS, each year, the Board of Directors authorizes the Managing Director/CEO to make allocations, allotments, and transfers within the approved budget for JEA, within a limit set by Resolution;

NOW THEREFORE, BE IT RESOLVED by the JEA Board of Directors that:

1. The Managing Director/CEO is authorized to approve transfers between line items within the JEA budget for Fiscal Year 2025, as the same may be amended from time to time, providing the transfers are within the total budget as approved by the City Council.
2. This Authorization is limited to \$5.0 million per transfer except in the event of an emergency or year-end adjustments, where the Managing Director/CEO is authorized to approve budget transfers exceeding \$5.0 million. Emergency and year-end transfers exceeding \$5.0 million will be brought to the Board of Directors for ratification.
3. There shall be a copy or a summary of the written documentation of all transfers made between approved budget line items provided to the Council Auditor at the end of each quarter.
4. To the extent there are typographical, clerical, or administrative errors that do not affect the tone, tenor, or context of this resolution, such errors may be corrected without further authorization of the Board of Directors.
5. This Resolution shall be effective immediately upon passage.

Dated this 29th day of October, 2024.

JEA Board Chair

JEA Acting Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

JEA Board Agenda

MEMORANDUM
Employment Agreement for Managing Director / Chief Executive Officer

Board Meeting Date: October 29, 2024

Outcome:

☐

INFORMATION ONLY

☒

ACTION

☐

FUTURE BOARD CONSIDERATION

If Action, Provide a Recommended Motion:

Motion to approve Resolution 2024-71, approving the terms and conditions of the Employment Agreement for Vickie Cavey to serve as Managing Director / CEO, and authorizing the Chair to execute, on behalf of the Board, an agreement in substantially the same form and format as attached hereto.

Consent Agenda Item:

☒

Yes

☐

No

Presenter:

Regina D. Ross, Chief Legal Officer, Office of General Counsel

Chief:

Strategic Focus Area:

☐

DEVELOPING AN UNBEATABLE TEAM

☒

DELIVERING BUSINESS EXCELLENCE

☐

EARNING CUSTOMER LOYALTY

Background Information & Analysis:

During its last regularly scheduled meeting, the Board approved hiring Vickie Cavey to serve as Managing Director / CEO, subject to the same terms and conditions of her then existing employment agreement. Accordingly, the Office of General Counsel has prepared the new proposed Employment Agreement, which is attached for the Board's review and approval.

Financial Impact

N/A

Committee/Board Meeting/Workshop & Date Presented:

September 24, 2024 Board Meeting

Appendix: *List appendix items provided*

Resolution 2024-71
Proposed Employment Agreement for Managing Director / Chief Executive Officer



BOARD RESOLUTION: 2024-71

October 29, 2024

A RESOLUTION BY THE JEA BOARD OF DIRECTORS APPROVING THE TERMS AND CONDITIONS OF AN EMPLOYMENT AGREEMENT FOR THE JEA CHIEF EXECUTIVE OFFICER AND MANAGING DIRECTOR; AUTHORIZING EXECUTION OF THE EMPLOYMENT AGREEMENT; PROVIDING FOR CORRECTION OF ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in accordance with Section 21.08(b) of the JEA Charter, as the governing body, the JEA Board of Directors (Board) is tasked with employing a Chief Executive Officer and Managing Director to serve at the pleasure of the Board in managing the affairs of the utilities systems; and

WHEREAS, the Board is further tasked with approving the terms and conditions of the Chief Executive Officer and Managing Director's employment agreement; and

WHEREAS, on May 31, 2024, JEA and Vickie Cavey (Employee) entered into an agreement providing for Employee to serve as Interim Chief Executive Officer and Managing Director; and

WHEREAS, the Board is desirous of employing Employee as CEO and Managing Director for JEA, pursuant to the same terms and conditions contained in the proposed Employment Agreement attached hereto as Exhibit A, and incorporated herein.

NOW THEREFORE, BE IT RESOLVED by the JEA Board of Directors that:

1. The Recitals above are true and correct and hereby incorporated into this Resolution as findings of fact.
2. The Board hereby approves the terms and conditions contained in the proposed Employment Agreement described herein, and authorizes the Chair, on behalf of the Board, to execute an agreement in substantially the same form and format as attached hereto as Exhibit A.
3. To the extent that there are any typographical, administrative, and/or scrivener's errors contained herein that do not change the tone, tenor, or purpose of this Resolution, then such errors may be corrected with no further action required by the Board.
4. This Resolution shall be effective upon approval by the Board.

Dated this 29th day of October 2024.

JEA Board Chair

JEA Acting Board Secretary

Form Approved by:

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

**EMPLOYMENT AGREEMENT
FOR CHIEF EXECUTIVE OFFICER AND MANAGING DIRECTOR**

THIS AGREEMENT is made and entered into in duplicate on this ____ day of _____, 2024, by and between JEA, a body politic and corporate under the laws of the State of Florida and an independent agency of the Consolidated City of Jacksonville, hereinafter referred to as “JEA” or “Employer”, and Vickie Cavey, an individual currently residing in Ponte Vedra Beach, Florida, hereinafter referred to as “Employee” or “CEO/Managing Director.”

WITNESSETH:

WHEREAS, JEA is a municipal utility providing electricity to more than 515,000 customers in Jacksonville and the surrounding areas in northeastern Florida; and

WHEREAS, JEA, founded in 1968, manages an electric system that dates back to 1895, and now owns and operates an electric system with generating plants, transmission and distribution facilities (“Electric System”). The generating facilities, located at four plant sites in Jacksonville, as noted in JEA’s Annual Disclosure Report for Fiscal Year Ended September 30, 2023, the total combined installed capacity of Electric System’s generating units is 2,782 megawatts (“MW”), net summer, 2,952 MW, net winter; and is the eighth largest municipal electric utility in the United States and the largest in Florida; and

WHEREAS, JEA also provides water and wastewater services to approximately 391,859 water customers and 311,873 wastewater customers; and

WHEREAS, JEA owns and operates the District Energy System a separate utility system that provides chilled water to 17 locations in Jacksonville; and

WHEREAS, the JEA governing body is made up of a seven-member Board of Directors appointed by the Mayor and confirmed by the City Council; and

WHEREAS, the JEA Board of Directors is tasked with employing a CEO and Managing Director to operate the utility; and

WHEREAS, Employee has significant experience with JEA, having been employed by JEA for approximately thirty-two years, including as Director Strategy Development and Execution and as Advisor to the Board of Directors; and

WHEREAS, in light of Employee’s experience, on April 15, 2024, JEA approved entering into an agreement to employ Employee as Interim CEO and Managing Director (“Interim Employment Agreement”), a copy of which is attached hereto as Exhibit A, and incorporated herein; and

WHEREAS, JEA is desirous of employing Employee as CEO and Managing Director, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations contained herein, JEA and Employee agree as follows:

(Please initial)

Employer Employee

SECTION I - EMPLOYMENT AND DUTIES:

- 1.1 **Term.** JEA agrees to employ Employee and Employee agrees to be employed by JEA as the Chief Executive Officer/Managing Director of JEA beginning September 24, 2024 ("Effective Date"). Unless sooner terminated pursuant to Section III hereof, the mutual promises, covenants, and obligations contained herein shall be in effect through and until April 16, 2025 ("Term"), at which time this Agreement shall be deemed to have expired and to have no further force and effect. Provided that this Agreement has not been terminated pursuant to Section III hereof, one month prior to expiration of the Term, Employer and Employee may amend this Agreement to extend the Term. Nothing in this provision, or elsewhere in this Agreement, shall be construed to alter the Employee's at-will employment status. Upon the Effective Date, the Interim Employment Agreement shall terminate and be of no further force or effect. Nothing contained herein shall be deemed or construed as a cessation in Employee's employment.
- 1.2 **Performance Review.** In the event that the Term of this Agreement is extended, the JEA Board will perform an annual overall evaluation of Employee's performance. Such annual performance review evaluation shall be completed within thirty (30) days of the end of each year for the duration of this Agreement (as amended).
- 1.3 **Position and Duties.** Employee agrees to serve as CEO/Managing Director and to perform diligently and to the best of Employee's abilities the duties and services required by such a position as determined by JEA's Board of Directors (the "Board"), as well as such duties that may from time to time be directed by the Board. Such duties include, but are not limited to, exercising the full authority, responsibility and duties commensurate with the laws establishing JEA to manage the affairs of JEA and to manage and direct staff, business, and operations of JEA.
- 1.4 **Compliance with Policies and Procedures.** Employee shall at all times comply with and be subject to all existing JEA policies and procedures, as well as such policies and procedures as the Board may establish.
- 1.5 **Diligence to Position.** Employee shall devote her full business time, energy, and best efforts to the business of Employer; provided, however, that it is agreed that this obligation, shall not preclude Employee from engaging in appropriate civic, charitable or religious activities or, with the prior consent of the Board, from serving on the boards of directors of companies that are not competitors to JEA, as long as the activities do not materially interfere or conflict with Employee's responsibilities to or Employee's ability to perform her duties of employment at JEA, within the sole discretion of the Board. Subject to the foregoing, Employee may not engage, directly or indirectly, in any other business, investment, or activity that interferes with Employee's performance of her duties, is directly contrary to JEA's interests, or requires any significant portion of Employee's business time.
- 1.6 **Fiduciary Obligations.** Employee acknowledges and agrees that Employee owes a fiduciary duty of loyalty, fidelity, and allegiance to act at all times in the best interests of Employer, and to do no act which would intentionally injure the direct or indirect interests in, in connection with, or benefit from any outside activities, which interests might conflict with JEA, or upon discovery thereof,

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(Please initial)

Employer	Employee

allow such a conflict to continue. Moreover, Employee agrees to disclose any facts which might involve a possible conflict of interest to the Board Chairman immediately upon his knowledge of those facts.

SECTION II - COMPENSATION AND BENEFITS:

- 2.1 **Base Salary.** Employee shall be paid an annual salary of \$560,000 payable in bi-weekly installments. Employee shall be paid in accordance with JEA's standard payroll practices, including deductions for all legally applicable taxes and withholdings.
- 2.2 **Vehicle.** Employee will have the use of an appropriately equipped JEA vehicle at the expense of JEA to supplement Employee's personal vehicle. In lieu of having use of a JEA vehicle, Employee may, at Employee's option, be provided a monthly automobile allowance of \$850, payable on the first bi-weekly pay period of each month subject to withholding. It is specifically intended and understood that this allowance shall be provided for unreimbursed expenses incurred by the Employee within the territorial limits of the JEA service territory and receipt of this allowance shall not prevent the Employee from claiming and being reimbursed for travel expenses resulting from travel by her outside the JEA service territory in the manner provided by the Ordinance Code the City of Jacksonville.
- 2.3 **Business Allowance.** Employee will be provided a monthly allowance in the amount of \$2,000 for telephone and other business expenses incurred in Employee's efforts to promote and represent JEA beyond those identified in JEA employee policies. The business allowance shall be payable on the first bi-weekly pay period of each month, subject to withholding.
- 2.4 **Annual Leave.** Upon execution of this Agreement, Employee shall be credited with 80 hours of annual leave. Thereafter, Employee will be provided annual leave in accordance with JEA's policies and procedures, as may be amended from time to time. Employee's annual rate of accrual will be 280 hours of annual leave per year, in consideration of Employee's prior years of employment with JEA.
- 2.5 **Fringe Benefits.** Employee shall be allowed, on the same basis generally as other employees of JEA and subject to applicable plan documents, laws, rules, and regulations, to participate in all general employee benefit plans and programs, including improvements or modifications of same, which on the effective date or thereafter are made available by JEA to all or substantially all of JEA's executive employees. Such benefits, plans, and programs may include, without limitation, medical, health, and dental care, life insurance. Except as specifically provided herein, nothing in this Agreement is to be construed or interpreted to provide greater rights, participation, coverage, or benefits under the benefit plans or program than provided to executive employees pursuant to the terms and conditions of such benefit plans and programs.
- 2.6 **Pension.** Employee's eligibility for participation in the General Employee's Pension Plan ("GEPP"), and JEA Supplemental Executive Retirement Plan will be governed by and in accordance with applicable plan documents, law, rules, regulations, and ordinances. Likewise, Employee's receipt of any pension benefits, whether under the GEPP, and JEA's Supplemental Executive Retirement Plan will be governed by and in accordance with applicable plan documents and local ordinances. JEA shall not by reason of this Section II be obligated to institute, maintain,

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(Please initial)

Employer Employee

or refrain from changing, amending, or discontinuing, any incentive compensation or employee benefit program or plan, so long as such actions are similarly applicable to covered employees generally.

SECTION III - TERMINATION

- 3.1 **At-Will Status.** Employee acknowledges that the employment relationship between Employer and Employee is at-will, meaning the employment relationship may be terminated, at any time, by the Employer or the Employee for any lawful reason or for no reason, with or without notice. However, Employee agrees to make every reasonable effort to provide the Employer with thirty (30) days written notice prior to termination of the employment relationship. Employee further acknowledges that no other provision within this Agreement alters or contradicts Employee's at-will employment status.
- 3.2 **Termination.** Employee's employment with JEA shall be terminated (i) upon expiration of the Term, unless earlier terminated or extended pursuant to this Agreement, or otherwise by agreement between Employer and Employee; (ii) upon Employee's death; (iii) upon Employee's physical or mental incapacity to perform essential job functions with or without reasonable accommodation, for a period in excess of twelve (12) work weeks during a one year period; (iv) by Employee, for any reason, upon thirty (30) days' advance notice; (v) by Employer, with or without cause.
- 3.2.1 The Parties hereby acknowledge and agree that Employee shall serve in role of CEO/Managing Director at the pleasure of the Board. Employee's employment may be terminated with or without cause. If Employee's employment is terminated with or without cause, all future compensation to which Employee is otherwise entitled and all future benefits for which Employee is eligible shall cease and terminate as of the date of termination, except as specifically provided in this Section 3.2.1. If Employee's employment is terminated by JEA without cause, then (a) Employee shall be paid all amounts and shall receive all benefits earned through the date of termination of employment, (b) JEA shall pay Employee a lump sum payment equal to twenty (20) weeks of the current Annual Base Salary, less applicable taxes and deductions (such payment will be made within thirty (30) days of the date Employee's termination occurs) ("Severance"), and (c) Employee shall be entitled to all other vested benefits, to all additional rights to continuation of benefits to the extent provided by applicable benefits plans, COBRA, and other applicable law, and to all other rights provided by applicable law.
- 3.2.2 No Severance shall be due to Employee if Employee resigns her employment or if Employee's employment is terminated by JEA for cause. For purposes of the Agreement, "cause" is defined consistent with the following Rule 9.05(a) of the Civil Service and Personnel Rules and Regulations of the City of Jacksonville:
- (1) Cause shall include, but is not limited to, negligence (careless workmanship or slovenliness in the performance of duty); inefficiency or inability to perform assigned duties; insubordination; willful violation of the provisions of law or department rules; conduct unbecoming a public employee which would affect the employee's ability to perform the duties and responsibilities of the employee's job; willful falsification of records (false statements, misrepresentation or fraud of

4 of 6

(Please initial)

Employer Employee

official documents, such as application, attendance and leave records or work and production records); misconduct; drug abuse; conviction of any crime involving moral turpitude; and including, but not limited to, situations where the employee has:

- (a) Violated any lawful official regulation or order or failed to obey any proper directive made and given by a superior officer.
- (b) Been under the influence of intoxicants while on duty.
- (c) Been guilty of insubordination.
- (d) Been guilty of disgraceful conduct.
- (e) Been offensive in conduct or language in public or towards the public, officials or employees.
- (f) Been incompetent or inefficient in the performance of the duties of the position.
- (g) Been careless or negligent with the monies or other property of the City/JEA.
- (h) Failed to pay or make reasonable provisions for future payment of debts to such an extent that such failure is detrimental to the work situation.
- (i) Used or threatened to use, or attempted to use, personal or political influence to secure promotion, leave of absence, transfer, change of pay rate or character of work.
- (j) Taken for personal use from any person any fee, gift, or other valuable thing in the course of work or in connection with it, when such gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that afforded other persons.
- (k) Violated established security procedures during the examination process or has obtained information, through unauthorized or illegal means, which provides an unfair advantage on the examination.
- (l) Failed to maintain a satisfactory attendance record. Proper use of sick, vacation, or annual leave shall not constitute grounds for any disciplinary action. Patterns of absences may be considered in determining the proper use of leave.
- (m) Failed to acquire or maintain a valid license, registration or certification when such license, registration or certification is required and specified in the class specification for the class to which the position occupied by the employee is classified.

SECTION IV - MISCELLANEOUS:

- 4.1 **Eligibility to Work in the United States.** Employee has provided previously to JEA the appropriate documentation to verify her authorization to work in the United States.
- 4.2 **Governing Law; Binding Effect; Amendment.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida. This Agreement shall not be assignable or transferable by Employee or her beneficiaries or legal representatives. No amendment or modification shall be effective unless in writing by the parties, specifically the Employee, the JEA Board Chair, and approved as to form by the General Counsel for the City of Jacksonville or his/her designee. Any lawsuit concerning this Agreement shall be brought in state

5 of 6

(Please initial)

Employer Employee

or federal courts in Duval County, Florida, and the parties to this Agreement agree not to contest venue in those fora.

- 4.3 **Public Records and Open Meetings (Sunshine) Requirements.** Employee will familiarize herself generally with the assistance of JEA's staff and JEA's legal counsel with the unique obligations and parameters of the State of Florida's public records and sunshine laws, in order that JEA maintain its record of compliance with such laws.
- 4.4 **Confidentiality.** Employee agrees and acknowledges that, in the course of Employee's employment with JEA, Employee may learn trade secrets and other proprietary information of JEA. For purposes of this Agreement, "trade secrets" means any information protected by Florida's Trade Secrets Act, and "proprietary information" means any information obtained during the course of Employee's employment with JEA the disclosure of which would reasonably be expected to create a material risk of harm to JEA's legitimate business interests. JEA agrees and acknowledges that, in the course of Employee's employment with JEA, JEA may learn confidential information about Employee's finances and other personal matters. Accordingly, Employee agrees that Employee will not, during or after Employee's employment with JEA, disclose any of JEA's trade secrets or other proprietary information, except in performance of Employee's duties as an Employee of JEA, and JEA agrees that it will not, during or after Employee's employment with JEA, disclose any confidential information about Employee. However, nothing in this Agreement or in this Subsection 4.4 shall impose or be construed to impose any limitation that is contrary to applicable law or applicable court order, or to limit the parties' opportunity to agree in the future to permit disclosures of information otherwise made confidential by this Subsection 4.4.
- 4.5 **Authority.** The person executing and delivering this Agreement on behalf of JEA is an authorized officer, director or agent of JEA with full power and authority to bind JEA. Upon execution and delivery of this Agreement by JEA, this Agreement shall constitute the legal, valid and binding obligation of JEA.
- 4.6 **Execution.** This Agreement shall not become a binding and enforceable contract until signed by both parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original.
- 4.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, or understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.
- 4.8 **Confidential Disclosure in Reporting Violations of Law or in Court Filings.** Employee acknowledges and JEA agrees that Employee may disclose confidential information in confidence directly or indirectly to federal, state, or local government officials, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or regulation or making other disclosures that are protected under the whistleblower provisions of state or federal laws or regulations. Employee may also disclose confidential information in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal. Nothing in this Agreement is intended to conflict with federal law protecting

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(Please initial)

Employer Employee

confidential disclosures of a trade secret to the government or in a court filing, 18 U.S.C. § 1833(b), or to create liability for disclosures of confidential information that are expressly allowed by 18 U.S.C. § 1833(b).

- 4.9 **Notices.** For purposes of this Agreement, notices, demands and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when received if delivered in person, the next business day if delivered by overnight commercial courier (e.g., Federal Express), or the third business day if mailed by United States certified mail, return receipt requested, postage prepaid, to the following addresses:

If to Employer, to:

JEA
225 North Pearl Street
Jacksonville, FL 32202-4513

With a copy to:
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, FL 32202

If to Employee, to:
Vickie Cavey
at the address on file with JEA

Either party may change its address for notices in accordance with this Subsection 4.9 by providing written notice of such change to the other party.

- 4.10 **Waiver.** Any failure of Employee to comply with any of his or her obligations under this Agreement may be waived only in writing signed by JEA. Any failure of JEA to comply with any of its obligations under this Agreement may be waived only in writing signed by Employee. No waiver of any breach, failure, right or remedy contained in or granted by the provisions of this Amended and Restated Agreement shall constitute a continuing waiver of a subsequent or other breach, failure, right or remedy, unless the writing so specifies.
- 4.11 **Compliance with Applicable Laws.** No provision of this Agreement shall be deemed to violate applicable law and this Agreement shall be interpreted in accordance with this intent.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year above first written.

{Signature Page Follows}

7 of 6

(Please initial)

Employer Employee

JEA (EMPLOYER)

Chair

Date:

EMPLOYEE

Vickie Cavey

Date:

I hereby certify that the expenditure contemplated by the foregoing Agreement has been duly authorized, and provision has been made for the payment of the moneys provided therein to be paid.

Ted Phillips

Chief Financial Officer, JEA

Approved:

Regina D. Ross

Office of General Counsel

(Please initial)

Employer

Employee

EXHIBIT A

EMPLOYMENT AGREEMENT FOR INTERIM CHIEF EXECUTIVE OFFICER AND MANAGING DIRECTOR

THIS AGREEMENT is made and entered into in duplicate on this 21st day of May, 2024, by and between JEA, a body politic and corporate under the laws of the State of Florida and an independent agency of the Consolidated City of Jacksonville, hereinafter referred to as "JEA" or "Employer", and Vickie Cavey, an individual currently residing in Ponte Vedra Beach, Florida, hereinafter referred to as "Employee" or "Interim CEO/Managing Director."

WITNESSETH:

WHEREAS, JEA is a municipal utility providing electricity to more than 515,000 customers in Jacksonville and the surrounding areas in northeastern Florida;

WHEREAS, JEA, founded in 1968, manages an electric system that dates back to 1895, and now owns and operates an electric system with generating plants, transmission and distribution facilities ("Electric System"). The generating facilities, located at four plant sites in Jacksonville, as noted in JEA's Annual Disclosure Report for Fiscal Year Ended September 30, 2023, the total combined installed capacity of Electric System's generating units is 2,782 megawatts ("MW"), net summer, 2,952 MW, net winter; and is the eighth largest municipal electric utility in the United States and the largest in Florida;

WHEREAS, JEA also provides water and wastewater services to approximately 391,859 water customers and 311,873 wastewater customers;

WHEREAS, JEA owns and operates the District Energy System a separate utility system that provides chilled water to 17 locations in Jacksonville;

WHEREAS, the JEA governing body is made up of a seven-member Board of Directors appointed by the Mayor and confirmed by the City Council;

WHEREAS, the JEA Board of Directors is tasked with employing a CEO and Managing Director to operate the utility;

WHEREAS, Employee has significant experience with JEA, having been employed by JEA for approximately thirty-two years, including as Director Strategy Development and Execution and most recently as Advisor to the Board of Directors;

WHEREAS, JEA is desirous of employing Employee as Interim CEO and Managing Director pursuant to the terms and conditions and for the consideration set forth in this Agreement, and Employee is desirous of entering into the employ of JEA pursuant to such terms and conditions and for consideration.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations contained herein, JEA and Employee agree as follows:

1 of 8

(Please initial)
VC
Employer Employee

SECTION I - EMPLOYMENT AND DUTIES:

- 1.1 **Term.** JEA agrees to employ Employee and Employee agrees to be employed by JEA as the Interim Chief Executive Officer/Managing Director of JEA beginning April 15, 2024. Unless sooner terminated pursuant to Section III hereof, the mutual promises, covenants, and obligations contained herein shall be in effect through and until April 16, 2025 ("Term"), at which time this Agreement shall be deemed to have expired and to have no further force and effect. Provided that this Agreement has not been terminated pursuant to Section III hereof, one month prior to expiration of the Term, Employer and Employee may amend this Agreement to extend the Term. Nothing in this provision, or elsewhere in this Agreement, shall be construed to alter the Employee's at-will employment status.
- 1.2 **Performance Review.** In the event that the Term of this Agreement is extended, the JEA Board will perform an annual overall evaluation of Employee's performance. Such annual performance review evaluation shall be completed within thirty (30) days of the end of each year for the duration of this Agreement (as amended).
- 1.3 **Position and Duties.** Employee agrees to serve as Interim CEO/Managing Director and to perform diligently and to the best of Employee's abilities the duties and services required by such a position as determined by JEA's Board of Directors (the "Board"), as well as such duties that may from time to time be directed by the Board. Such duties include, but are not limited to, exercising the full authority, responsibility and duties commensurate with the laws establishing JEA to manage the affairs of JEA and to manage and direct staff, business, and operations of JEA.
- 1.4 **Compliance with Policies and Procedures.** Employee shall at all times comply with and be subject to all existing JEA policies and procedures, as well as such policies and procedures as the Board may establish.
- 1.5 **Diligence to Position.** Employee shall devote her full business time, energy, and best efforts to the business of Employer; provided, however, that it is agreed that this obligation, shall not preclude Employee from engaging in appropriate civic, charitable or religious activities or, with the prior consent of the Board, from serving on the boards of directors of companies that are not competitors to JEA, as long as the activities do not materially interfere or conflict with Employee's responsibilities to or Employee's ability to perform her duties of employment at JEA, within the sole discretion of the Board. Subject to the foregoing, Employee may not engage, directly or indirectly, in any other business, investment, or activity that interferes with Employee's performance of her duties, is directly contrary to JEA's interests, or requires any significant portion of Employee's business time.
- 1.6 **Fiduciary Obligations.** Employee acknowledges and agrees that Employee owes a fiduciary duty of loyalty, fidelity, and allegiance to act at all times in the best interests of Employer, and to do no act which would intentionally injure the direct or indirect interests in, in connection with, or benefit from any outside activities, which interests might conflict with JEA, or upon discovery thereof, allow such a conflict to continue. Moreover, Employee agrees to disclose any facts which might involve a possible conflict of interest to the Board Chairman immediately upon his knowledge of those facts.

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MO VC
Employer Employee

SECTION II - COMPENSATION AND BENEFITS:

- 2.1 **Base Salary.** Employee shall be paid an annual salary of \$560,000 payable in bi-weekly installments. Employee shall be paid in accordance with JEA's standard payroll practices, including deductions for all legally applicable taxes and withholdings.
- 2.2 **Vehicle.** Employee will have the use of an appropriately equipped JEA vehicle at the expense of JEA to supplement Employee's personal vehicle. In lieu of having use of a JEA vehicle, Employee may, at Employee's option, be provided a monthly automobile allowance of \$850, payable on the first bi-weekly pay period of each month subject to withholding. It is specifically intended and understood that this allowance shall be provided for unreimbursed expenses incurred by the Employee within the territorial limits of the JEA service territory and receipt of this allowance shall not prevent the Employee from claiming and being reimbursed for travel expenses resulting from travel by her outside the JEA service territory in the manner provided by the Ordinance Code the City of Jacksonville.
- 2.3 **Business Allowance.** Employee will be provided a monthly allowance in the amount of \$2,000 for telephone and other business expenses incurred in Employee's efforts to promote and represent JEA beyond those identified in JEA employee policies. The business allowance shall be payable on the first bi-weekly pay period of each month, subject to withholding.
- 2.4 **Annual Leave.** Upon execution of this Agreement, Employee shall be credited with 80 hours of annual leave. Thereafter, Employee will be provided annual leave in accordance with JEA's policies and procedures, as may be amended from time to time. Employee's annual rate of accrual will be 280 hours of annual leave per year, in consideration of Employee's prior years of employment with JEA.
- 2.5 **Fringe Benefits.** Employee shall be allowed, on the same basis generally as other employees of JEA and subject to applicable plan documents, laws, rules, and regulations, to participate in all general employee benefit plans and programs, including improvements or modifications of same, which on the effective date or thereafter are made available by JEA to all or substantially all of JEA's executive employees. Such benefits, plans, and programs may include, without limitation, medical, health, and dental care, life insurance. Except as specifically provided herein, nothing in this Agreement is to be construed or interpreted to provide greater rights, participation, coverage, or benefits under the benefit plans or program than provided to executive employees pursuant to the terms and conditions of such benefit plans and programs.
- 2.6 **Pension.** Employee's eligibility for participation in the General Employee's Pension Plan ("GEPP"), and JEA Supplemental Executive Retirement Plan will be governed by and in accordance with applicable plan documents, law, rules, regulations, and ordinances. Likewise, Employee's receipt of any pension benefits, whether under the GEPP, and JEA's Supplemental Executive Retirement Plan will be governed by and in accordance with applicable plan documents and local ordinances. JEA shall not by reason of this Section II be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any incentive compensation or employee benefit program or plan, so long as such actions are similarly applicable to covered employees generally.

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(Please initial)

VC
Employer Employee

SECTION III - TERMINATION

- 3.1 **At-Will Status.** Employee acknowledges that the employment relationship between Employer and Employee is at-will, meaning the employment relationship may be terminated, at any time, by the Employer or the Employee for any lawful reason or for no reason, with or without notice. However, Employee agrees to make every reasonable effort to provide the Employer with thirty (30) days written notice prior to termination of the employment relationship. Employee further acknowledges that no other provision within this Agreement alters or contradicts Employee's at-will employment status.
- 3.2 **Termination.** Employee's employment with JEA shall be terminated (i) upon expiration of the Term, unless earlier terminated or extended pursuant to this Agreement, or otherwise by agreement between Employer and Employee; (ii) upon Employee's death; (iii) upon Employee's physical or mental incapacity to perform essential job functions with or without reasonable accommodation, for a period in excess of twelve (12) work weeks during a one year period; (iv) by Employee, for any reason, upon thirty (30) days' advance notice; (v) by Employer, with or without cause.
- 3.2.1 The Parties hereby acknowledge and agree that Employee shall serve in role of Interim CEO/Managing Director at the pleasure of the Board. Employee's employment may be terminated with or without cause. If Employee's employment is terminated with or without cause, all future compensation to which Employee is otherwise entitled and all future benefits for which Employee is eligible shall cease and terminate as of the date of termination, except as specifically provided in this Section 3.2.1. If Employee's employment is terminated by JEA without cause, then (a) Employee shall be paid all amounts and shall receive all benefits earned through the date of termination of employment, (b) JEA shall pay Employee a lump sum payment equal to twenty (20) weeks of the current Annual Base Salary, less applicable taxes and deductions (such payment will be made within thirty (30) days of the date Employee's termination occurs) ("Severance"), and (c) Employee shall be entitled to all other vested benefits, to all additional rights to continuation of benefits to the extent provided by applicable benefits plans, COBRA, and other applicable law, and to all other rights provided by applicable law.
- 3.2.2 No Severance shall be due to Employee if Employee resigns her employment or if Employee's employment is terminated by JEA for cause. For purposes of the Agreement, "cause" is defined consistent with the following Rule 9.05(a) of the Civil Service and Personnel Rules and Regulations of the City of Jacksonville:

(1) Cause shall include, but is not limited to, negligence (careless workmanship or slovenliness in the performance of duty); inefficiency or inability to perform assigned duties; insubordination; willful violation of the provisions of law or department rules; conduct unbecoming a public employee which would affect the employee's ability to perform the duties and responsibilities of the employee's job; willful falsification of records (false statements, misrepresentation or fraud of official documents, such as application, attendance and leave records or work and production records); misconduct; drug abuse; conviction of any crime involving

4 of 8

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JD

Employer

VS

Employee

moral turpitude; and including, but not limited to, situations where the employee has:

- (a) Violated any lawful official regulation or order or failed to obey any proper directive made and given by a superior officer.
- (b) Been under the influence of intoxicants while on duty.
- (c) Been guilty of insubordination.
- (d) Been guilty of disgraceful conduct.
- (e) Been offensive in conduct or language in public or towards the public, officials or employees.
- (f) Been incompetent or inefficient in the performance of the duties of the position.
- (g) Been careless or negligent with the monies or other property of the City/JEA.
- (h) Failed to pay or make reasonable provisions for future payment of debts to such an extent that such failure is detrimental to the work situation.
- (i) Used or threatened to use, or attempted to use, personal or political influence to secure promotion, leave of absence, transfer, change of pay rate or character of work.
- (j) Taken for personal use from any person any fee, gift, or other valuable thing in the course of work or in connection with it, when such gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that afforded other persons.
- (k) Violated established security procedures during the examination process or has obtained information, through unauthorized or illegal means, which provides an unfair advantage on the examination.
- (l) Failed to maintain a satisfactory attendance record. Proper use of sick, vacation, or annual leave shall not constitute grounds for any disciplinary action. Patterns of absences may be considered in determining the proper use of leave.
- (m) Failed to acquire or maintain a valid license, registration or certification when such license, registration or certification is required and specified in the class specification for the class to which the position occupied by the employee is classified.

SECTION IV - MISCELLANEOUS:

- 4.1 **Eligibility to Work in the United States.** Employee has provided previously to JEA the appropriate documentation to verify her authorization to work in the United States.
- 4.2 **Governing Law; Binding Effect; Amendment.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida. This Agreement shall not be assignable or transferable by Employee or her beneficiaries or legal representatives. No amendment or modification shall be effective unless in writing by the parties, specifically the Employee, the JEA Board Chair, and approved as to form by the General Counsel for the City of Jacksonville or his/her designee. Any lawsuit concerning this Agreement shall be brought in state or federal courts in Duval County, Florida, and the parties to this Agreement agree not to contest venue in those fora.

5 of 8

(Please initial)

Employer Employee

- 4.3 **Public Records and Open Meetings (Sunshine) Requirements.** Employee will familiarize herself generally with the assistance of JEA's staff and JEA's legal counsel with the unique obligations and parameters of the State of Florida's public records and sunshine laws, in order that JEA maintain its record of compliance with such laws.
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- 4.5 **Authority.** The person executing and delivering this Agreement on behalf of JEA is an authorized officer, director or agent of JEA with full power and authority to bind JEA. Upon execution and delivery of this Agreement by JEA, this Agreement shall constitute the legal, valid and binding obligation of JEA.
- 4.6 **Execution.** This Agreement shall not become a binding and enforceable contract until signed by both parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original.
- 4.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, or understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.
- 4.8 **Confidential Disclosure in Reporting Violations of Law or in Court Filings.** Employee acknowledges and JEA agrees that Employee may disclose confidential information in confidence directly or indirectly to federal, state, or local government officials, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or regulation or making other disclosures that are protected under the whistleblower provisions of state or federal laws or regulations. Employee may also disclose confidential information in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal. Nothing in this Agreement is intended to conflict with federal law protecting confidential disclosures of a trade secret to the government or in a court filing, 18 U.S.C. § 1833(b),

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(Please initial)


Employer


Employee

or to create liability for disclosures of confidential information that are expressly allowed by 18 U.S.C. § 1833(b).

- 4.9 **Notices.** For purposes of this Agreement, notices, demands and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when received if delivered in person, the next business day if delivered by overnight commercial courier (e.g., Federal Express), or the third business day if mailed by United States certified mail, return receipt requested, postage prepaid, to the following addresses:

If to Employer, to:

JEA
225 North Pearl Street
Jacksonville, FL 32202-4513

With a copy to:
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, FL 32202

If to Employee, to:
Vickie Cavey
at the address on file with JEA

Either party may change its address for notices in accordance with this Subsection 4.9 by providing written notice of such change to the other party.

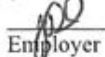
- 4.10 **Waiver.** Any failure of Employee to comply with any of his or her obligations under this Agreement may be waived only in writing signed by JEA. Any failure of JEA to comply with any of its obligations under this Agreement may be waived only in writing signed by Employee. No waiver of any breach, failure, right or remedy contained in or granted by the provisions of this Amended and Restated Agreement shall constitute a continuing waiver of a subsequent or other breach, failure, right or remedy, unless the writing so specifies.
- 4.11 **Compliance with Applicable Laws.** No provision of this Agreement shall be deemed to violate applicable law and this Agreement shall be interpreted in accordance with this intent.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year above first written.

{Signature Page Follows}

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(Please initial)


Employer


Employee

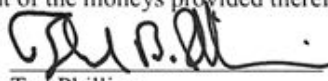
JEA (EMPLOYER)



Chair
Date: 29 MAY 2024

EMPLOYEE

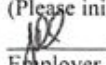


Vickie Cavey
Date: 29 May 2024

I hereby certify that the expenditure contemplated by the foregoing Agreement has been duly authorized, and provision has been made for the payment of the moneys provided therein to be paid.


Ted Phillips
Chief Financial Officer, JEA

Approved:

Regina D. Ross
Office of General Counsel

8 of 8

(Please initial)
 
Employer Employee

**EMPLOYMENT AGREEMENT
FOR ~~INTERIM~~ CHIEF EXECUTIVE OFFICER AND MANAGING DIRECTOR**

THIS AGREEMENT is made and entered into in duplicate on this ____ day of _____, 2024, by and between JEA, a body politic and corporate under the laws of the State of Florida and an independent agency of the Consolidated City of Jacksonville, hereinafter referred to as “JEA” or “Employer”, and Vickie Cavey, an individual currently residing in Ponte Vedra Beach, Florida, hereinafter referred to as “Employee” or “~~Interim~~-CEO/Managing Director.”

WITNESSETH:

WHEREAS, JEA is a municipal utility providing electricity to more than 515,000 customers in Jacksonville and the surrounding areas in northeastern Florida; and

WHEREAS, JEA, founded in 1968, manages an electric system that dates back to 1895, and now owns and operates an electric system with generating plants, transmission and distribution facilities (“Electric System”). The generating facilities, located at four plant sites in Jacksonville, as noted in JEA’s Annual Disclosure Report for Fiscal Year Ended September 30, 2023, the total combined installed capacity of Electric System’s generating units is 2,782 megawatts (“MW”), net summer, 2,952 MW, net winter; and is the eighth largest municipal electric utility in the United States and the largest in Florida; and

WHEREAS, JEA also provides water and wastewater services to approximately 391,859 water customers and 311,873 wastewater customers; and

WHEREAS, JEA owns and operates the District Energy System a separate utility system that provides chilled water to 17 locations in Jacksonville; and

WHEREAS, the JEA governing body is made up of a seven-member Board of Directors appointed by the Mayor and confirmed by the City Council; and

WHEREAS, the JEA Board of Directors is tasked with employing a CEO and Managing Director to operate the utility; and

WHEREAS, Employee has significant experience with JEA, having been employed by JEA for approximately thirty-two years, including as Director Strategy Development and Execution and ~~most recently~~ as Advisor to the Board of Directors; and

WHEREAS, in light of Employee’s experience, on April 15, 2024, JEA approved entering into an agreement to ~~is desirous of employing~~ Employee as Interim CEO and Managing Director (“Interim Employment Agreement”), a copy of which is attached hereto as Exhibit A, and incorporated herein; and

WHEREAS, JEA is desirous of employing Employee as CEO and Managing Director, pursuant to the terms and conditions ~~s and for the consideration set~~ forth in this Agreement, and Employee is desirous of entering into the employ ~~of JEA pursuant to such terms and conditions and for consideration.~~

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations contained herein, JEA and Employee agree as follows:

(Please initial)

Employer Employee

SECTION I - EMPLOYMENT AND DUTIES:

- 1.1 **Term.** JEA agrees to employ Employee and Employee agrees to be employed by JEA as the ~~Interim~~ Chief Executive Officer/Managing Director of JEA beginning September 24, 2024 ("Effective Date")~~April 15, 2024~~. Unless sooner terminated pursuant to Section III hereof, the mutual promises, covenants, and obligations contained herein shall be in effect through and until April 16, 2025 ("Term"), at which time this Agreement shall be deemed to have expired and to have no further force and effect. Provided that this Agreement has not been terminated pursuant to Section III hereof, one month prior to expiration of the Term, Employer and Employee may amend this Agreement to extend the Term. Nothing in this provision, or elsewhere in this Agreement, shall be construed to alter the Employee's at-will employment status. Upon the Effective Date, the Interim Employment Agreement shall terminate and be of no further force or effect. Nothing contained herein shall be deemed or construed as a cessation in Employee's employment.
- 1.2 **Performance Review.** In the event that the Term of this Agreement is extended, the JEA Board will perform an annual overall evaluation of Employee's performance. Such annual performance review evaluation shall be completed within thirty (30) days of the end of each year for the duration of this Agreement (as amended).
- 1.3 **Position and Duties.** Employee agrees to serve as ~~Interim~~ CEO/Managing Director and to perform diligently and to the best of Employee's abilities the duties and services required by such a position as determined by JEA's Board of Directors (the "Board"), as well as such duties that may from time to time be directed by the Board. Such duties include, but are not limited to, exercising the full authority, responsibility and duties commensurate with the laws establishing JEA to manage the affairs of JEA and to manage and direct staff, business, and operations of JEA.
- 1.4 **Compliance with Policies and Procedures.** Employee shall at all times comply with and be subject to all existing JEA policies and procedures, as well as such policies and procedures as the Board may establish.
- 1.5 **Diligence to Position.** Employee shall devote her full business time, energy, and best efforts to the business of Employer; provided, however, that it is agreed that this obligation, shall not preclude Employee from engaging in appropriate civic, charitable or religious activities or, with the prior consent of the Board, from serving on the boards of directors of companies that are not competitors to JEA, as long as the activities do not materially interfere or conflict with Employee's responsibilities to or Employee's ability to perform her duties of employment at JEA, within the sole discretion of the Board. Subject to the foregoing, Employee may not engage, directly or indirectly, in any other business, investment, or activity that interferes with Employee's performance of her duties, is directly contrary to JEA's interests, or requires any significant portion of Employee's business time.
- 1.6 **Fiduciary Obligations.** Employee acknowledges and agrees that Employee owes a fiduciary duty of loyalty, fidelity, and allegiance to act at all times in the best interests of Employer, and to do no act which would intentionally injure the direct or indirect interests in, in connection with, or benefit

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Employer	Employee
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from any outside activities, which interests might conflict with JEA, or upon discovery thereof, allow such a conflict to continue. Moreover, Employee agrees to disclose any facts which might involve a possible conflict of interest to the Board Chairman immediately upon his knowledge of those facts.

SECTION II - COMPENSATION AND BENEFITS:

- 2.1 **Base Salary.** Employee shall be paid an annual salary of \$560,000 payable in bi-weekly installments. Employee shall be paid in accordance with JEA's standard payroll practices, including deductions for all legally applicable taxes and withholdings.
- 2.2 **Vehicle.** Employee will have the use of an appropriately equipped JEA vehicle at the expense of JEA to supplement Employee's personal vehicle. In lieu of having use of a JEA vehicle, Employee may, at Employee's option, be provided a monthly automobile allowance of \$850, payable on the first bi-weekly pay period of each month subject to withholding. It is specifically intended and understood that this allowance shall be provided for unreimbursed expenses incurred by the Employee within the territorial limits of the JEA service territory and receipt of this allowance shall not prevent the Employee from claiming and being reimbursed for travel expenses resulting from travel by her outside the JEA service territory in the manner provided by the Ordinance Code the City of Jacksonville.
- 2.3 **Business Allowance.** Employee will be provided a monthly allowance in the amount of \$2,000 for telephone and other business expenses incurred in Employee's efforts to promote and represent JEA beyond those identified in JEA employee policies. The business allowance shall be payable on the first bi-weekly pay period of each month, subject to withholding.
- 2.4 **Annual Leave.** Upon execution of this Agreement, Employee shall be credited with 80 hours of annual leave. Thereafter, Employee will be provided annual leave in accordance with JEA's policies and procedures, as may be amended from time to time. Employee's annual rate of accrual will be 280 hours of annual leave per year, in consideration of Employee's prior years of employment with JEA.
- 2.5 **Fringe Benefits.** Employee shall be allowed, on the same basis generally as other employees of JEA and subject to applicable plan documents, laws, rules, and regulations, to participate in all general employee benefit plans and programs, including improvements or modifications of same, which on the effective date or thereafter are made available by JEA to all or substantially all of JEA's executive employees. Such benefits, plans, and programs may include, without limitation, medical, health, and dental care, life insurance. Except as specifically provided herein, nothing in this Agreement is to be construed or interpreted to provide greater rights, participation, coverage, or benefits under the benefit plans or program than provided to executive employees pursuant to the terms and conditions of such benefit plans and programs.
- 2.6 **Pension.** Employee's eligibility for participation in the General Employee's Pension Plan ("GEPP"), and JEA Supplemental Executive Retirement Plan will be governed by and in accordance with applicable plan documents, law, rules, regulations, and ordinances. Likewise, Employee's receipt of any pension benefits, whether under the GEPP, and JEA's Supplemental Executive Retirement Plan will be governed by and in accordance with applicable plan documents

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(Please initial)

Employer Employee

and local ordinances. JEA shall not by reason of this Section II be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any incentive compensation or employee benefit program or plan, so long as such actions are similarly applicable to covered employees generally.

SECTION III - TERMINATION

3.1 **At-Will Status.** Employee acknowledges that the employment relationship between Employer and Employee is at-will, meaning the employment relationship may be terminated, at any time, by the Employer or the Employee for any lawful reason or for no reason, with or without notice. However, Employee agrees to make every reasonable effort to provide the Employer with thirty (30) days written notice prior to termination of the employment relationship. Employee further acknowledges that no other provision within this Agreement alters or contradicts Employee's at-will employment status.

3.2 **Termination.** Employee's employment with JEA shall be terminated (i) upon expiration of the Term, unless earlier terminated or extended pursuant to this Agreement, or otherwise by agreement between Employer and Employee; (ii) upon Employee's death; (iii) upon Employee's physical or mental incapacity to perform essential job functions with or without reasonable accommodation, for a period in excess of twelve (12) work weeks during a one year period; (iv) by Employee, for any reason, upon thirty (30) days' advance notice; (v) by Employer, with or without cause.

3.2.1 The Parties hereby acknowledge and agree that Employee shall serve in role of **Interim** CEO/Managing Director at the pleasure of the Board. Employee's employment may be terminated with or without cause. If Employee's employment is terminated with or without cause, all future compensation to which Employee is otherwise entitled and all future benefits for which Employee is eligible shall cease and terminate as of the date of termination, except as specifically provided in this Section 3.2.1. If Employee's employment is terminated by JEA without cause, then (a) Employee shall be paid all amounts and shall receive all benefits earned through the date of termination of employment, (b) JEA shall pay Employee a lump sum payment equal to twenty (20) weeks of the current Annual Base Salary, less applicable taxes and deductions (such payment will be made within thirty (30) days of the date Employee's termination occurs) ("Severance"), and (c) Employee shall be entitled to all other vested benefits, to all additional rights to continuation of benefits to the extent provided by applicable benefits plans, COBRA, and other applicable law, and to all other rights provided by applicable law.

3.2.2 No Severance shall be due to Employee if Employee resigns her employment or if Employee's employment is terminated by JEA for cause. For purposes of the Agreement, "cause" is defined consistent with the following Rule 9.05(a) of the Civil Service and Personnel Rules and Regulations of the City of Jacksonville:

(1) Cause shall include, but is not limited to, negligence (careless workmanship or slovenliness in the performance of duty); inefficiency or inability to perform assigned duties; insubordination; willful violation of the provisions of law or department rules; conduct unbecoming a public employee which would affect the employee's ability to perform the duties and responsibilities of the employee's job;

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Employer Employee

willful falsification of records (false statements, misrepresentation or fraud of official documents, such as application, attendance and leave records or work and production records); misconduct; drug abuse; conviction of any crime involving moral turpitude; and including, but not limited to, situations where the employee has:

- (a) Violated any lawful official regulation or order or failed to obey any proper directive made and given by a superior officer.
- (b) Been under the influence of intoxicants while on duty.
- (c) Been guilty of insubordination.
- (d) Been guilty of disgraceful conduct.
- (e) Been offensive in conduct or language in public or towards the public, officials or employees.
- (f) Been incompetent or inefficient in the performance of the duties of the position.
- (g) Been careless or negligent with the monies or other property of the City/JEA.
- (h) Failed to pay or make reasonable provisions for future payment of debts to such an extent that such failure is detrimental to the work situation.
- (i) Used or threatened to use, or attempted to use, personal or political influence to secure promotion, leave of absence, transfer, change of pay rate or character of work.
- (j) Taken for personal use from any person any fee, gift, or other valuable thing in the course of work or in connection with it, when such gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that afforded other persons.
- (k) Violated established security procedures during the examination process or has obtained information, through unauthorized or illegal means, which provides an unfair advantage on the examination.
- (l) Failed to maintain a satisfactory attendance record. Proper use of sick, vacation, or annual leave shall not constitute grounds for any disciplinary action. Patterns of absences may be considered in determining the proper use of leave.
- (m) Failed to acquire or maintain a valid license, registration or certification when such license, registration or certification is required and specified in the class specification for the class to which the position occupied by the employee is classified.

SECTION IV - MISCELLANEOUS:

- 4.1 **Eligibility to Work in the United States.** Employee has provided previously to JEA the appropriate documentation to verify her authorization to work in the United States.
- 4.2 **Governing Law; Binding Effect; Amendment.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida. This Agreement shall not be assignable or transferable by Employee or her beneficiaries or legal representatives. No amendment or modification shall be effective unless in writing by the parties, specifically the Employee, the JEA Board Chair, and approved as to form by the General Counsel for the City of Jacksonville or his/her designee. Any lawsuit concerning this Agreement shall be brought in state

5 of 6

(Please initial)

Employer Employee

or federal courts in Duval County, Florida, and the parties to this Agreement agree not to contest venue in those fora.

- 4.3 **Public Records and Open Meetings (Sunshine) Requirements.** Employee will familiarize herself generally with the assistance of JEA's staff and JEA's legal counsel with the unique obligations and parameters of the State of Florida's public records and sunshine laws, in order that JEA maintain its record of compliance with such laws.
- 4.4 **Confidentiality.** Employee agrees and acknowledges that, in the course of Employee's employment with JEA, Employee may learn trade secrets and other proprietary information of JEA. For purposes of this Agreement, "trade secrets" means any information protected by Florida's Trade Secrets Act, and "proprietary information" means any information obtained during the course of Employee's employment with JEA the disclosure of which would reasonably be expected to create a material risk of harm to JEA's legitimate business interests. JEA agrees and acknowledges that, in the course of Employee's employment with JEA, JEA may learn confidential information about Employee's finances and other personal matters. Accordingly, Employee agrees that Employee will not, during or after Employee's employment with JEA, disclose any of JEA's trade secrets or other proprietary information, except in performance of Employee's duties as an Employee of JEA, and JEA agrees that it will not, during or after Employee's employment with JEA, disclose any confidential information about Employee. However, nothing in this Agreement or in this Subsection 4.4 shall impose or be construed to impose any limitation that is contrary to applicable law or applicable court order, or to limit the parties' opportunity to agree in the future to permit disclosures of information otherwise made confidential by this Subsection 4.4.
- 4.5 **Authority.** The person executing and delivering this Agreement on behalf of JEA is an authorized officer, director or agent of JEA with full power and authority to bind JEA. Upon execution and delivery of this Agreement by JEA, this Agreement shall constitute the legal, valid and binding obligation of JEA.
- 4.6 **Execution.** This Agreement shall not become a binding and enforceable contract until signed by both parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original.
- 4.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, or understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.
- 4.8 **Confidential Disclosure in Reporting Violations of Law or in Court Filings.** Employee acknowledges and JEA agrees that Employee may disclose confidential information in confidence directly or indirectly to federal, state, or local government officials, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or regulation or making other disclosures that are protected under the whistleblower provisions of state or federal laws or regulations. Employee may also disclose confidential information in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal. Nothing in this Agreement is intended to conflict with federal law protecting

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Employer Employee

confidential disclosures of a trade secret to the government or in a court filing, 18 U.S.C. § 1833(b), or to create liability for disclosures of confidential information that are expressly allowed by 18 U.S.C. § 1833(b).

- 4.9 **Notices.** For purposes of this Agreement, notices, demands and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when received if delivered in person, the next business day if delivered by overnight commercial courier (e.g., Federal Express), or the third business day if mailed by United States certified mail, return receipt requested, postage prepaid, to the following addresses:

If to Employer, to:

JEA
225 North Pearl Street
Jacksonville, FL 32202-4513

With a copy to:
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, FL 32202

If to Employee, to:
Vickie Cavey
at the address on file with JEA

Either party may change its address for notices in accordance with this Subsection 4.9 by providing written notice of such change to the other party.

- 4.10 **Waiver.** Any failure of Employee to comply with any of his or her obligations under this Agreement may be waived only in writing signed by JEA. Any failure of JEA to comply with any of its obligations under this Agreement may be waived only in writing signed by Employee. No waiver of any breach, failure, right or remedy contained in or granted by the provisions of this Amended and Restated Agreement shall constitute a continuing waiver of a subsequent or other breach, failure, right or remedy, unless the writing so specifies.
- 4.11 **Compliance with Applicable Laws.** No provision of this Agreement shall be deemed to violate applicable law and this Agreement shall be interpreted in accordance with this intent.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year above first written.

{Signature Page Follows}

(Please initial)

Employer Employee

JEA (EMPLOYER)

Chair

Date:

EMPLOYEE

Vickie Cavey

Date:

I hereby certify that the expenditure contemplated by the foregoing Agreement has been duly authorized, and provision has been made for the payment of the moneys provided therein to be paid.

Ted Phillips

Chief Financial Officer, JEA

Approved:

Regina D. Ross

Office of General Counsel

(Please initial)

Employer

Employee

EXHIBIT A

EMPLOYMENT AGREEMENT FOR INTERIM CHIEF EXECUTIVE OFFICER AND MANAGING DIRECTOR

THIS AGREEMENT is made and entered into in duplicate on this 21st day of May, 2024, by and between JEA, a body politic and corporate under the laws of the State of Florida and an independent agency of the Consolidated City of Jacksonville, hereinafter referred to as "JEA" or "Employer", and Vickie Cavey, an individual currently residing in Ponte Vedra Beach, Florida, hereinafter referred to as "Employee" or "Interim CEO/Managing Director."

WITNESSETH:

WHEREAS, JEA is a municipal utility providing electricity to more than 515,000 customers in Jacksonville and the surrounding areas in northeastern Florida;

WHEREAS, JEA, founded in 1968, manages an electric system that dates back to 1895, and now owns and operates an electric system with generating plants, transmission and distribution facilities ("Electric System"). The generating facilities, located at four plant sites in Jacksonville, as noted in JEA's Annual Disclosure Report for Fiscal Year Ended September 30, 2023, the total combined installed capacity of Electric System's generating units is 2,782 megawatts ("MW"), net summer, 2,952 MW, net winter; and is the eighth largest municipal electric utility in the United States and the largest in Florida;

WHEREAS, JEA also provides water and wastewater services to approximately 391,859 water customers and 311,873 wastewater customers;

WHEREAS, JEA owns and operates the District Energy System a separate utility system that provides chilled water to 17 locations in Jacksonville;

WHEREAS, the JEA governing body is made up of a seven-member Board of Directors appointed by the Mayor and confirmed by the City Council;



WHEREAS, the JEA Board of Directors is tasked with employing a CEO and Managing Director to operate the utility;

WHEREAS, Employee has significant experience with JEA, having been employed by JEA for approximately thirty-two years, including as Director Strategy Development and Execution and most recently as Advisor to the Board of Directors;

WHEREAS, JEA is desirous of employing Employee as Interim CEO and Managing Director pursuant to the terms and conditions and for the consideration set forth in this Agreement, and Employee is desirous of entering into the employ of JEA pursuant to such terms and conditions and for consideration.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations contained herein, JEA and Employee agree as follows:

1 of 8

(Please initial)
 
Employer Employee

SECTION I - EMPLOYMENT AND DUTIES:

- 1.1 **Term.** JEA agrees to employ Employee and Employee agrees to be employed by JEA as the Interim Chief Executive Officer/Managing Director of JEA beginning April 15, 2024. Unless sooner terminated pursuant to Section III hereof, the mutual promises, covenants, and obligations contained herein shall be in effect through and until April 16, 2025 ("Term"), at which time this Agreement shall be deemed to have expired and to have no further force and effect. Provided that this Agreement has not been terminated pursuant to Section III hereof, one month prior to expiration of the Term, Employer and Employee may amend this Agreement to extend the Term. Nothing in this provision, or elsewhere in this Agreement, shall be construed to alter the Employee's at-will employment status.
- 1.2 **Performance Review.** In the event that the Term of this Agreement is extended, the JEA Board will perform an annual overall evaluation of Employee's performance. Such annual performance review evaluation shall be completed within thirty (30) days of the end of each year for the duration of this Agreement (as amended).
- 1.3 **Position and Duties.** Employee agrees to serve as Interim CEO/Managing Director and to perform diligently and to the best of Employee's abilities the duties and services required by such a position as determined by JEA's Board of Directors (the "Board"), as well as such duties that may from time to time be directed by the Board. Such duties include, but are not limited to, exercising the full authority, responsibility and duties commensurate with the laws establishing JEA to manage the affairs of JEA and to manage and direct staff, business, and operations of JEA.
- 1.4 **Compliance with Policies and Procedures.** Employee shall at all times comply with and be subject to all existing JEA policies and procedures, as well as such policies and procedures as the Board may establish.
- 1.5 **Diligence to Position.** Employee shall devote her full business time, energy, and best efforts to the business of Employer; provided, however, that it is agreed that this obligation, shall not preclude Employee from engaging in appropriate civic, charitable or religious activities or, with the prior consent of the Board, from serving on the boards of directors of companies that are not competitors to JEA, as long as the activities do not materially interfere or conflict with Employee's responsibilities to or Employee's ability to perform her duties of employment at JEA, within the sole discretion of the Board. Subject to the foregoing, Employee may not engage, directly or indirectly, in any other business, investment, or activity that interferes with Employee's performance of her duties, is directly contrary to JEA's interests, or requires any significant portion of Employee's business time.
- 1.6 **Fiduciary Obligations.** Employee acknowledges and agrees that Employee owes a fiduciary duty of loyalty, fidelity, and allegiance to act at all times in the best interests of Employer, and to do no act which would intentionally injure the direct or indirect interests in, in connection with, or benefit from any outside activities, which interests might conflict with JEA, or upon discovery thereof, allow such a conflict to continue. Moreover, Employee agrees to disclose any facts which might involve a possible conflict of interest to the Board Chairman immediately upon his knowledge of those facts.

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Employer Employee

SECTION II - COMPENSATION AND BENEFITS:

- 2.1 **Base Salary.** Employee shall be paid an annual salary of \$560,000 payable in bi-weekly installments. Employee shall be paid in accordance with JEA's standard payroll practices, including deductions for all legally applicable taxes and withholdings.
- 2.2 **Vehicle.** Employee will have the use of an appropriately equipped JEA vehicle at the expense of JEA to supplement Employee's personal vehicle. In lieu of having use of a JEA vehicle, Employee may, at Employee's option, be provided a monthly automobile allowance of \$850, payable on the first bi-weekly pay period of each month subject to withholding. It is specifically intended and understood that this allowance shall be provided for unreimbursed expenses incurred by the Employee within the territorial limits of the JEA service territory and receipt of this allowance shall not prevent the Employee from claiming and being reimbursed for travel expenses resulting from travel by her outside the JEA service territory in the manner provided by the Ordinance Code the City of Jacksonville.
- 2.3 **Business Allowance.** Employee will be provided a monthly allowance in the amount of \$2,000 for telephone and other business expenses incurred in Employee's efforts to promote and represent JEA beyond those identified in JEA employee policies. The business allowance shall be payable on the first bi-weekly pay period of each month, subject to withholding.
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- 2.6 **Pension.** Employee's eligibility for participation in the General Employee's Pension Plan ("GEPP"), and JEA Supplemental Executive Retirement Plan will be governed by and in accordance with applicable plan documents, law, rules, regulations, and ordinances. Likewise, Employee's receipt of any pension benefits, whether under the GEPP, and JEA's Supplemental Executive Retirement Plan will be governed by and in accordance with applicable plan documents and local ordinances. JEA shall not by reason of this Section II be obligated to institute, maintain, or refrain from changing, amending, or discontinuing, any incentive compensation or employee benefit program or plan, so long as such actions are similarly applicable to covered employees generally.

3 of 8

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Employer Employee

SECTION III - TERMINATION

- 3.1 **At-Will Status.** Employee acknowledges that the employment relationship between Employer and Employee is at-will, meaning the employment relationship may be terminated, at any time, by the Employer or the Employee for any lawful reason or for no reason, with or without notice. However, Employee agrees to make every reasonable effort to provide the Employer with thirty (30) days written notice prior to termination of the employment relationship. Employee further acknowledges that no other provision within this Agreement alters or contradicts Employee's at-will employment status.
- 3.2 **Termination.** Employee's employment with JEA shall be terminated (i) upon expiration of the Term, unless earlier terminated or extended pursuant to this Agreement, or otherwise by agreement between Employer and Employee; (ii) upon Employee's death; (iii) upon Employee's physical or mental incapacity to perform essential job functions with or without reasonable accommodation, for a period in excess of twelve (12) work weeks during a one year period; (iv) by Employee, for any reason, upon thirty (30) days' advance notice; (v) by Employer, with or without cause.
- 3.2.1 The Parties hereby acknowledge and agree that Employee shall serve in role of Interim CEO/Managing Director at the pleasure of the Board. Employee's employment may be terminated with or without cause. If Employee's employment is terminated with or without cause, all future compensation to which Employee is otherwise entitled and all future benefits for which Employee is eligible shall cease and terminate as of the date of termination, except as specifically provided in this Section 3.2.1. If Employee's employment is terminated by JEA without cause, then (a) Employee shall be paid all amounts and shall receive all benefits earned through the date of termination of employment, (b) JEA shall pay Employee a lump sum payment equal to twenty (20) weeks of the current Annual Base Salary, less applicable taxes and deductions (such payment will be made within thirty (30) days of the date Employee's termination occurs) ("Severance"), and (c) Employee shall be entitled to all other vested benefits, to all additional rights to continuation of benefits to the extent provided by applicable benefits plans, COBRA, and other applicable law, and to all other rights provided by applicable law.
- 3.2.2 No Severance shall be due to Employee if Employee resigns her employment or if Employee's employment is terminated by JEA for cause. For purposes of the Agreement, "cause" is defined consistent with the following Rule 9.05(a) of the Civil Service and Personnel Rules and Regulations of the City of Jacksonville:

(1) Cause shall include, but is not limited to, negligence (careless workmanship or slovenliness in the performance of duty); inefficiency or inability to perform assigned duties; insubordination; willful violation of the provisions of law or department rules; conduct unbecoming a public employee which would affect the employee's ability to perform the duties and responsibilities of the employee's job; willful falsification of records (false statements, misrepresentation or fraud of official documents, such as application, attendance and leave records or work and production records); misconduct; drug abuse; conviction of any crime involving

4 of 8

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Employee

moral turpitude; and including, but not limited to, situations where the employee has:

- (a) Violated any lawful official regulation or order or failed to obey any proper directive made and given by a superior officer.
- (b) Been under the influence of intoxicants while on duty.
- (c) Been guilty of insubordination.
- (d) Been guilty of disgraceful conduct.
- (e) Been offensive in conduct or language in public or towards the public, officials or employees.
- (f) Been incompetent or inefficient in the performance of the duties of the position.
- (g) Been careless or negligent with the monies or other property of the City/JEA.
- (h) Failed to pay or make reasonable provisions for future payment of debts to such an extent that such failure is detrimental to the work situation.
- (i) Used or threatened to use, or attempted to use, personal or political influence to secure promotion, leave of absence, transfer, change of pay rate or character of work.
- (j) Taken for personal use from any person any fee, gift, or other valuable thing in the course of work or in connection with it, when such gift or other valuable thing is given in the hope or expectation of receiving a favor or better treatment than that afforded other persons.
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- (m) Failed to acquire or maintain a valid license, registration or certification when such license, registration or certification is required and specified in the class specification for the class to which the position occupied by the employee is classified.

SECTION IV - MISCELLANEOUS:

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- 4.2 **Governing Law; Binding Effect; Amendment.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida. This Agreement shall not be assignable or transferable by Employee or her beneficiaries or legal representatives. No amendment or modification shall be effective unless in writing by the parties, specifically the Employee, the JEA Board Chair, and approved as to form by the General Counsel for the City of Jacksonville or his/her designee. Any lawsuit concerning this Agreement shall be brought in state or federal courts in Duval County, Florida, and the parties to this Agreement agree not to contest venue in those fora.

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(Please initial) VC
 Employer Employee

- 4.3 **Public Records and Open Meetings (Sunshine) Requirements.** Employee will familiarize herself generally with the assistance of JEA's staff and JEA's legal counsel with the unique obligations and parameters of the State of Florida's public records and sunshine laws, in order that JEA maintain its record of compliance with such laws.
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- 4.5 **Authority.** The person executing and delivering this Agreement on behalf of JEA is an authorized officer, director or agent of JEA with full power and authority to bind JEA. Upon execution and delivery of this Agreement by JEA, this Agreement shall constitute the legal, valid and binding obligation of JEA.
- 4.6 **Execution.** This Agreement shall not become a binding and enforceable contract until signed by both parties. This Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original.
- 4.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, or understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.
- 4.8 **Confidential Disclosure in Reporting Violations of Law or in Court Filings.** Employee acknowledges and JEA agrees that Employee may disclose confidential information in confidence directly or indirectly to federal, state, or local government officials, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law or regulation or making other disclosures that are protected under the whistleblower provisions of state or federal laws or regulations. Employee may also disclose confidential information in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal. Nothing in this Agreement is intended to conflict with federal law protecting confidential disclosures of a trade secret to the government or in a court filing, 18 U.S.C. § 1833(b),

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Employer


Employee

or to create liability for disclosures of confidential information that are expressly allowed by 18 U.S.C. § 1833(b).

- 4.9 **Notices.** For purposes of this Agreement, notices, demands and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when received if delivered in person, the next business day if delivered by overnight commercial courier (e.g., Federal Express), or the third business day if mailed by United States certified mail, return receipt requested, postage prepaid, to the following addresses:

If to Employer, to:

JEA
225 North Pearl Street
Jacksonville, FL 32202-4513

With a copy to:
Office of General Counsel
117 W. Duval Street, Suite 480
Jacksonville, FL 32202

If to Employee, to:
Vickie Cavey
at the address on file with JEA

Either party may change its address for notices in accordance with this Subsection 4.9 by providing written notice of such change to the other party.

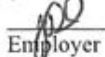
- 4.10 **Waiver.** Any failure of Employee to comply with any of his or her obligations under this Agreement may be waived only in writing signed by JEA. Any failure of JEA to comply with any of its obligations under this Agreement may be waived only in writing signed by Employee. No waiver of any breach, failure, right or remedy contained in or granted by the provisions of this Amended and Restated Agreement shall constitute a continuing waiver of a subsequent or other breach, failure, right or remedy, unless the writing so specifies.
- 4.11 **Compliance with Applicable Laws.** No provision of this Agreement shall be deemed to violate applicable law and this Agreement shall be interpreted in accordance with this intent.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year above first written.

{Signature Page Follows}

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(Please initial)


Employer


Employee

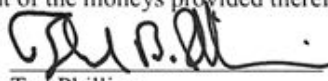
JEA (EMPLOYER)



Chair
Date: 29 MAY 2024

EMPLOYEE

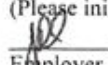


Vickie Cavey
Date: 29 May 2024

I hereby certify that the expenditure contemplated by the foregoing Agreement has been duly authorized, and provision has been made for the payment of the moneys provided therein to be paid.


Ted Phillips
Chief Financial Officer, JEA

Approved:

Regina D. Ross
Office of General Counsel

8 of 8

(Please initial)
 
Employer Employee

JEA Board Agenda

MEMORANDUM**Intergovernmental Support Agreement (IGSA)**

Board Meeting Date: October 29, 2024

 Outcome: ☐ INFORMATION ONLY ☒ ACTION ☐ FUTURE BOARD CONSIDERATION

If Action, Provide a Recommended Motion:

Staff recommends that the Board approve Resolution 2024 – 67 authorizing the Managing Director / CEO execute two intergovernmental support agreements between JEA and the department of the Navy for the provision of utility-related services at Naval Air Station Jacksonville and Naval Station Mayport.

 Consent Agenda Item: ☐ Yes ☒ No

 Presenter: Juli Crawford, Director, Enterprise Planning & Analytics
 Jordan Pope, Director, Administrative Services

Chief: Ted Phillips, Chief Financial Officer

 Strategic Focus Area: ☐ DEVELOPING AN UNBEATABLE TEAM ☒ DELIVERING BUSINESS EXCELLENCE ☐ EARNING CUSTOMER LOYALTY

Background Information & Analysis:

JEA has been working with Naval Air Station (NAS) Jacksonville (JAX) and Naval Station (NS) Mayport to enter into an Intergovernmental Support Agreement (IGSA) for the last 18 months. This conversation stalled in the midst of organizational changes, however both parties are ready to move forward.

An Intergovernmental Support Agreement (IGSA) is a formal public-public partnership between a Military installation and a state or local government for the provision, receipt, or sharing of installation support services. It is deployed to achieve cost savings or operational efficiencies and can be up to a 10-year term.

With an approved IGSA, the military installation can issue requests for services via task orders as funding permits. Some examples of services include Emergency Response, Utility system repair, maintenance, modernization and improvements, infrastructure assessments, and energy security, resilience and reliability projects.

NAS Jax, NS Mayport, and JEA are proposing to formally enter into an IGSA that would allow JEA to provide requested services at either installation. JEA and the Navy have discussed performing condition assessments of existing utility infrastructure at each installation to understand current conditions to more accurately plan future system maintenance and improvements.

JEA Board Agenda

MEMORANDUM



Intergovernmental Support Agreement (IGSA)

Financial
Impact:

None in the short term, potential to be beneficial in the long term

Committee/Board Meeting/Workshop & Date Presented:

N/A

Appendix: *List appendix items provided*

Resolution 2024-67
Two IGSA Agreements



BOARD RESOLUTION: 2024-67

October 29, 2024

A RESOLUTION AUTHORIZING THE MANAGING DIRECTOR/CHIEF EXECUTIVE OFFICER TO EXECUTE TWO INTERGOVERNMENTAL SUPPORT AGREEMENTS BETWEEN JEA AND THE DEPARTMENT OF THE NAVY FOR THE PROVISION OF UTILITY-RELATED SERVICES AT NAVAL AIR STATION JACKSONVILLE AND NAVAL STATION MAYPORT

WHEREAS, JEA is authorized under Section 163.01, Florida Statutes, to enter into agreements with public agencies "in order to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities"; and

WHEREAS, JEA is authorized under Section 21.04(p) of its Charter to provide certain services developed or used incident to the powers granted to it under the Charter, subject to approval of its governing body; and

WHEREAS, the Department of the Navy has requested that JEA enter into Intergovernmental Support Agreements (the IGSAs) for the purpose of providing utility-related services at Naval Air Station Jacksonville and Naval Station Mayport; and

WHEREAS, services provided under the IGSAs may include emergency response services; utility system repair, maintenance, modernization, and improvements; energy resilience, reliability, and security projects; engineering design services; utility infrastructure assessments, surveys, and inspections; utility maintenance; and other capital improvement projects; and

WHEREAS, entering into the IGSAs supports the efforts of JEA and the Department of the Navy to reduce costs, create efficiencies, and enhance mission effectiveness.

BE IT RESOLVED by the JEA Board of Directors that:

1. The above recitals are incorporated by reference into the body of this resolution and are adopted as findings of fact.
2. The Board approves the terms and conditions of the Intergovernmental Support Agreements between JEA and the Department of the Navy attached hereto as Exhibits A and B, and delegates to the Managing Director/Chief Executive Officer or her designee the authority to execute the agreements in substantially the same form as attached hereto.
3. To the extent there are typographical, clerical, or administrative errors that do not affect the tone, tenor, or context of this resolution, such errors may be corrected without further Board authorization.
4. This resolution shall be effective immediately upon passage.

Dated this 29th day of October, 2024.

JEA Board Chair

JEA Acting Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

EXHIBIT A

Intergovernmental Support Agreement

**INTERGOVERNMENTAL SUPPORT AGREEMENT
BETWEEN
NAVAL STATION MAYPORT
AND
JACKSONVILLE ELECTRIC AUTHORITY
FOR
WASTEWATER OPERATIONS AND MANAGEMENT; UTILITY SYSTEM REPAIR,
MAINTENANCE, MODERNIZATION, AND IMPROVEMENTS; PLANNING, DESIGN,
REPAIR, AND CONSTRUCTION SUPPORT FOR ENERGY SECURITY
REQUIREMENTS**

IGSA NUMBER **XXXX**

Enclosure (1): IGSA Standard Operating Procedures
Enclosure (2): Wastewater Overview at Heckscher Drive

This is an Intergovernmental Support Agreement (IGSA) between the Department of the Navy, a federal agency, as represented by Naval Station Mayport (NS Mayport), and Jacksonville Electric Authority (JEA). NS Mayport and JEA are individually referred to as "Party" and collectively referred to as the "Parties."

1. BACKGROUND: The Parties enter into this IGSA so that JEA can provide a variety of services to NS Mayport listed below.

- Wastewater Operations and Maintenance (O&M) at Heckscher Naval Fuel Depot, also known as Defense Fuel Supply Point Jacksonville, and USMC Reserve Center Heckscher Drive
- Utility System Repair, Maintenance, Modernization, and Improvements
- Planning, Design, Repair, and Construction Support for Energy Security Requirements

2. AUTHORITIES: This IGSA is entered into by NS Mayport, pursuant to 10 U.S.C. § 2679 and by JEA pursuant to Florida State Statute § 163.01.

a. 10 U.S.C. § 2679 permits the Navy to enter into an IGSA on a sole source basis with a State or local government provided the IGSA will serve the best interest of the Navy by enhancing mission effectiveness or creating efficiencies or economies of scale, including reducing costs, and when the State or local government providing the installation services already provides such services for its own use. This IGSA serves the best interests of the Department of the Navy by creating efficiencies and economies of scale that will reduce

cost for services provided to NS Mayport. JEA already provides these services across the Northeast Florida. This IGSA will streamline and make more efficient award and execution of routine and recurring projects, in addition to cost savings achieved through economies of scale. JEA would manage and execute a variety of services and projects on NS Mayport.

b. The Secretary of the Navy has delegated the signature authority to execute an IGSA on behalf of the Navy through the Assistant Secretary of the Navy, who further delegated approval authority for IGSAs to Commander, Navy Installations Command (CNIC). CNIC further delegated IGSA approval authority for IGSAs to Region Commanders (REGCOM) and Installation Commanding Officers (ICO), as listed in Table 1 below. The estimated annual value of this agreement is \$XXXX, which places the approval authority on [appropriate level].

Table 1: IGSA Approval Authorities

Annual Contract Value	Approval Authority
Greater than \$5,000,000	Principal Deputy ASN (EI&E)
Up to \$5,000,000	CNIC
Up to \$2,000,000	REGCOM
Up to \$1,000,000	ICO

c. Florida State Statute §163.01 permits JEA to enter into agreements with public agencies, in this case NS Mayport, to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. JEA already provides these services for its own use.

d. This IGSA has been approved by the Department of the Navy, Principal Deputy Assistant Secretary of the Navy (Energy, Installations, & Environment) and CNRSE under applicable federal laws and has been approved by the ~~State of Florida~~ JEA Board of Directors under applicable state and local laws.

3. PURPOSE: This IGSA is made by and between the Parties to provide these services on NS Mayport using JEA personnel and contracts executed by JEA as mutually agreed upon. The purpose of this IGSA is to outline the roles and responsibilities of the Parties, identify the services to be furnished by JEA, the estimated prices to be paid by the United States, and the appropriate reimbursement, indemnification, and liability procedures.

a. NS Mayport sees this IGSA as an opportunity to further grow and strengthen the relationship between the Parties. This IGSA allows JEA to assist NS Mayport more efficiently and economically meet their mission requirements.

b. This IGSA is the result of the Parties' mutual efforts to reduce costs, create efficiencies and enhance mission effectiveness.

4. RESPONSIBILITIES OF THE PARTIES: Responsibilities of the Parties in the execution of this IGSA for these services, listed in BACKGROUND (Section 1), to NS Mayport are provided below.

a. NS Mayport is responsible for:

(1) Inventory management within authoritative databases.

(2) Updating degradation index of each wastewater asset annually based on JEA input.

(3) Identifying requirements and jointly, with JEA, developing a requirements package for a prospective task order. Projects may include, but are not limited to:

- Wastewater Operations and Maintenance (O&M) at Heckscher Naval Fuel Depot, also known as Defense Fuel Supply Point Jacksonville, and USMC Reserve Center Heckscher Drive
- Utility System Repair, Maintenance, Modernization, and Improvements
- Planning, Design, Repair, and Construction Support for Energy Security Requirements

(4) Issuing a request for proposal for a prospective task order and performing a technical evaluation on a prospective task order.

(5) Accepting or declining proposals from JEA and issuing a written task order to JEA for services if terms and conditions of the task order are agreeable to all involved Parties.

(6) Process installation access for requisite JEA personnel as necessary.

(7) Participating in a kickoff meeting prior

to executing the services under an issued task order.

(8) Notifying any affected tenant, security, fire, and Public Affairs Office of planned project.

(9) Conducting a meeting with JEA to review project objectives and final accounting of each executed task order.

(10) Performing final acceptance of work for issued and completed task orders.

b. JEA is responsible for:

~~(1) Developing and implementing an integrated maintenance program (IMP) for wastewater at Hecksher Drive to ensure all equipment and components are in a safe, fully functional, and operational condition and to sustain maximum life.~~

Commented [LRC(oGC1)]: Based on the discussion at the October 16 meeting, this should probably be addressed through a task order.

~~(7)~~ (2) Issuing a request for proposal for services pursued through competitive bidding, as well as reviewing and analyzing bids received from competitive bidding.

~~(8)~~ (3) Providing a recommendation and submitting the cost estimate from competitive bidding to NS Mayport.

~~(9)~~ (4) Performing and managing the services (to include quality assurance and quality control) as agreed upon in an issued task order through either organic in-house capability or a competitively awarded contract.

~~(10)~~ (5) Notifying NS Mayport if any issues, change orders, or unforeseen conditions are encountered.

~~(11)~~ (6) Jointly, with NS Mayport, conducting a meeting to review project objectives and final accounting of each executed task order.

~~(12)~~ (7) Providing final project accounting to NS Mayport.

~~(13)~~ (8) Providing information on wastewater assets annually to support NS Mayport updates to degradation indexes.

c. Both Parties are responsible for:

(1) Collaborating to conduct a comprehensive utility assessment in order to assess the condition of the NS Mayport utility system and develop a project plan based on the assessment results.

(2) Collaborating to develop an integrated maintenance program for wastewater at Hecksher Drive to ensure that all equipment and components are in a safe, fully functional, and operational condition and to sustain maximum life of the system.

~~(1)~~ (3) Jointly developing a requirements package for a prospective task order for services. If necessary, JEA will conduct a site visit to NS Mayport to better understand the requested work and refine the SOW.

~~(2)~~ (4) Meeting monthly to discuss any performance or any other issues they may have under this IGSA and any issued task orders.

~~(3)~~ (5) Working jointly to ensure compliance with all applicable Federal and State standards, laws, and regulations.

~~(4)~~ (6) Jointly performing inspections in the performance of work execution to deliver the services associated with a task order, pursuant to the standards set forth therein.

~~(5)~~ (7) Following the IGSA Standard Operating Procedures, Enclosure (1).

5. PUBLIC DISCLOSURE: To the extent permitted by the laws governing each Party, the Parties shall protect personal information and maintain the confidentiality of other exchanged information when requested to do so by the providing Party.

a. The Parties will comply with public requests for information related to this IGSA pursuant to the Freedom of

Information Act, 5 U.S.C. §552 and the Florida's Public Records Law, Chapter 119 of Florida State Statutes, as applicable to each Party.

b. If JEA receives a request for information about this IGSA made under either the Freedom of Information Act or Florida's Public Records Law, Chapter 119 of Florida State Statutes, JEA will notify NS Mayport points of contact (POC) designated in this IGSA within five (5) business days. If NS Mayport receive a request for information about this IGSA under Freedom of Information Act, the installation will notify JEA POCs designated in this IGSA within five (5) business days.

c. Nothing herein shall require either Party to obtain the consent of the other Party prior to complying with a request for information to the extent such compliance is required by law. If either Party receives a request for information that the other Party believes is either exempt from production or confidential under applicable law, the Party claiming that such information is confidential or exempt from production shall have five (5) business days to inform the other Party of its intent to seek a protective order preventing disclosure of the information. Failure to notify the other Party of such intent shall be construed as consent for the release of the information.

6. RELATIONSHIP OF THE PARTIES: In exercising their respective rights, powers, and obligations under this IGSA, each Party acts in an independent capacity. No Party shall represent itself as the agent, officer, or employee of any other Party. Each Party is responsible for all costs of its personnel and contractors, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel. Neither Party shall provide, without the prior written consent of the other Party, any contractor or employee with a release that waives or purports to waive any right a Party may have to seek relief or redress against that contractor or employee.

7. GENERAL PROVISIONS:

a. ADMINISTRATION. This IGSA shall be mutually administered by the Parties. The IGSA administrators will identify personnel at JEA and at NS Mayport to coordinate and manage the provision of services and the payment for services provided by JEA under this IGSA and any subsequent task orders issued pursuant to this IGSA.

b. CORRESPONDENCE AND POINTS OF CONTACT: The following

points of contact (POC) will be used by the Parties to communicate in the implementation of this IGSA. Each Party may change its POC and will provide email notice to all POCs when a POC is changed. All correspondence to be sent and notices given pursuant to this IGSA will be addressed to the requisite POC. Email will be the primary form of correspondence.

- (1) For NS Mayport:
LCDR Nathan Chenarak
NS Mayport Public Works Officer
Email: Nathan.v.chenarak.mil@us.navy.mil

- (2) For JEA:
~~Deanna Davis~~ Allyssa Petersen
~~Director, Business Development~~ Manager, Enterprise
Planning and Analytics
Email: ~~David1@jea.com~~ peteab@jea.com

c. ADDITIONAL CORRESPONDENCE: Should email addresses be insufficient to reach the requisite POC, the following mailing addresses and phone numbers are to be used as secondary and tertiary means of communication.

If to NS Mayport, to:

ATTN: NS Mayport Public Works Officer
NAVFAC SE PWD MAYPORT BLDG 1966
PO Box 280067, NS MAYPORT
Jacksonville, FL 32228
Phone: 904-270-3162

And, if to JEA, to:

ATTN: ~~Deanna Davis~~ Allyssa Petersen
~~Director, Business Development~~ Manager, Enterprise Planning and
Analytics
225 North Pearl Street, Jacksonville, FL 32202
Phone: 904-~~655-8451~~ 665-8338

Alternate JEA POC:

ATTN: Juli Crawford
Director, Enterprise Planning and Analytics
225 North Pearl Street, Jacksonville, FL 32202
Phone: 352-219-0534

d. RECORDS: The Parties shall follow established cost principles and procedures in determining allowable costs and

payments under this IGSA and shall maintain books, records, documents, or other evidence pertaining to costs and expenses under this IGSA for a minimum of three years after the expiration or termination of the IGSA. To the extent permitted under applicable laws and regulations, the Parties shall each allow the other to inspect such books, records, documents, or other evidence. Each Party shall maintain records of each task order and all payments made therefore in accordance with its governing record retention rules.

8. FINANCIAL DETAILS:

a. COSTS: As of the effective date of this IGSA, the costs for all efforts to be ordered hereunder are estimated to be at an annual cost of **COST (\$XXXXXX)**. This amount is not intended to represent the total financial responsibilities nor the actual needs of NS Mayport in a given year. Actual requirements for a given year will be reflected in task orders and dependent upon availability of funds.

b. ADMINISTRATIVE FEE: As consideration for JEA's agreement to render services to NS Mayport and for any services rendered by JEA, NS Mayport agrees to pay JEA an administrative fee equal to ten percent (10%) of each invoice.

c. AVAILABILITY OF FUNDS: This IGSA does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this IGSA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation.

d. NO LIMITATION. Nothing in this IGSA shall limit or prohibit the ability of either Party from contracting with other persons or entities for the provision of the same or similar services.

e. BILLING AND PAYMENT. NS Mayport will pay JEA for a variety of services executed under issued task orders and pursuant to this IGSA. JEA will bill NS Mayport, through the DoD's Procurement Integrated Enterprise Environment (PIEE) Wide Area Workflow (WAWF) application, as services are completed. Progress payments will be processed monthly through WAWF.

9. PAYMENT: Payment for services shall be based on services provided as set forth in this Agreement and individual task orders. Pursuant to the Office of Management and Budget 2 CFR

Part 200, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, taxes that County is legally required to pay are allowable, except for self-assessed taxes that disproportionately affect federal programs. NS Mayport shall not reimburse JEA for any taxes in which the legal incidence of the tax falls on the Navy.

a. The obligation of funds by NS Mayport is subject to the availability of appropriated funds and will be documented in an issued task order.

10. REVIEW OF IGSA: This IGSA will be reviewed annually on or around the anniversary of its effective date for financial impacts and to ensure the IGSA remains mutually beneficial for the Parties.

11. TERM OF IGSA: This IGSA is being entered into for a total term not to exceed ten (10) years. This IGSA automatically terminates after 10 years from the effective date. A new IGSA may be executed for subsequent periods not to exceed ten years.

12. MODIFICATION OF IGSA: This IGSA may only be modified by the written agreement of the Parties which must be duly signed by their authorized representatives.

13. SUSPENSION OF IGSA: The United States reserves the right to suspend performance of the agreement in event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of the United States. In the event of a suspension, compensation for JEA will continue subject to availability of funds and work not affected by the suspension. JEA reserves the right to suspend performance of the agreement in the event of emergencies, force major events or for other reasons outside the control of JEA.

14. TERMINATION:

a. MUTUAL. The IGSA may be terminated by mutual written agreement at any time. In the event of mutual termination, no rights, responsibilities, benefits, or liabilities shall accrue to either Party.

b. UNILATERAL. Each Party reserves the right to unilaterally terminate this agreement for its convenience upon 60 calendar days written notice to the POCs

designated in this IGSA. When notified by the other Party of the termination, the Parties shall immediately negotiate a separate Termination Agreement and Schedule to define the roles and responsibilities and to mitigate impacts and all costs caused by the termination. The Parties recognize that the obligations and debts under this IGSA are part of a task order, and they are incurred as services are provided. Any obligations or debts incurred hereunder prior to termination shall become immediately due and payable by the withdrawing Party upon termination. The withdrawing Party shall not be entitled to a refund or credit for any sums paid or incurred under this IGSA prior to termination.

15. APPLICABLE LAW:

a. The Parties shall comply with all applicable federal, state, and local laws, federal executive orders, and federal rules and regulations applicable to its performance under this IGSA. To the extent JEA's performance under this IGSA is governed by state law, the laws of the state of Florida shall apply. If any federal statute expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the federal statute shall govern. If there is a conflict between federal and state law or any municipal laws, federal law will control. To the extent this IGSA is governed by state law, the laws of the state of Florida shall govern this IGSA. Venue for any cause of action arising under this IGSA shall lie exclusively in DaVal County, Florida, the United States District Court, Middle District of Florida, Jacksonville Division.

b. This IGSA is not governed by standard acquisition contracting methods of competitive bidding as delineated in the Federal Acquisition Regulation and supplements thereto. JEA may provide services hereunder organically, in-house. However, where JEA shall provide services through a contract, the contract must be awarded through competitive procedures.

16. DISPUTES:

a. If the Parties are unable to agree about interpreting or applying a material term of either this IGSA or a task order, the Parties agree to engage in an effort to reach mutual agreement in the proper interpretation of this IGSA or the task order, including amendment or termination of this

IGSA or the task order, as necessary, or by escalating the dispute within their respective organizations.

b. As a condition precedent to a Party bringing any action for breach of this IGSA, that Party must first notify the other Party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the Parties. Each Party must pay an equal share of any costs incurred by the use of a third party.

c. If any third-party dispute or litigation relates to, or potentially affects a Party's ability to perform under this IGSA, the Parties agree to promptly notify each other of such dispute or litigation. The existence of such a dispute or litigation shall not excuse the Parties from performance pursuant to this IGSA.

d. If any dispute between the Parties arising out of this IGSA requires consideration of the law, the rights and obligations of the Parties shall be interpreted and determined according to the substantive and procedural laws of the United States of America.

~~d.e.~~ Any inconsistency between the IGSA and a task order shall be resolved by giving precedence in the following order: (1) the IGSA; (2) the task order.

17. LIABILITY: Each Party is responsible for the action of its agents, officers, and employees. Nothing in this IGSA is intended to modify the immunity held by either the United States Navy or JEA. Furthermore, nothing in this IGSA is intended, nor may it be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever, in any third person not a party to this IGSA.

18. COOPERATION OF PARTIES: The Parties recognize that it is essential to cooperate fully concerning the handling of information and provision of services contemplated by this IGSA. In connection with this IGSA, the Parties therefore agree to provide any data, information, and documentation reasonably necessary for the other Party to perform its responsibilities under the terms of this IGSA.

19. SUCCESSORS AND ASSIGNS: The terms, covenants, and

conditions contained herein shall apply to and bind the successors and assigns of the Parties.

20. WAIVER: No waiver of the breach of any of the covenants, terms, restrictions, or conditions of this IGSA by either Party shall be construed to be a waiver of any succeeding breach of the same or other covenants, terms, restrictions, or conditions of this IGSA. No delay or omission of either Party in exercising any right, power, or remedy herein provided in the event of default shall be construed as a waiver thereof or acquiescence therein or be construed as a waiver of a variation of any of the terms of this IGSA.

21. SEVERABILITY PROVISION: If any term or portion of this IGSA is held to be invalid, illegal, void, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this IGSA shall continue in full force and effect.

22. SIGNATURE IN COUNTERPARTS: This IGSA may be executed in counterparts by each of the Parties. For purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

23. ENTIRE IGSA: With the exception of task orders, invoices, or payment documentation which may be subsequently executed, it is understood and agreed that this IGSA document embodies the entire IGSA between the Parties.

24. REVIEW FOR LEGAL ADEQUACY. Each Party to this IGSA acknowledges and agrees that this IGSA has been reviewed by each Party's respective legal counsel for legal adequacy.

25. EFFECTIVE DATE: This IGSA takes effect on the day after the last Party signs.

IN WITNESS WHEREOF, the Parties have signed this IGSA as of the dates stated below.

NS Mayport:

Signed: _____
CAPT Brian Binder
Commanding Officer
NS Mayport

Date: _____

Jacksonville Electric Authority:

Signed: _____
~~Jay Stowe~~Vickie Cavey
CEO and Managing Director
~~Jacksonville Electric Authority~~JEA

Date: _____

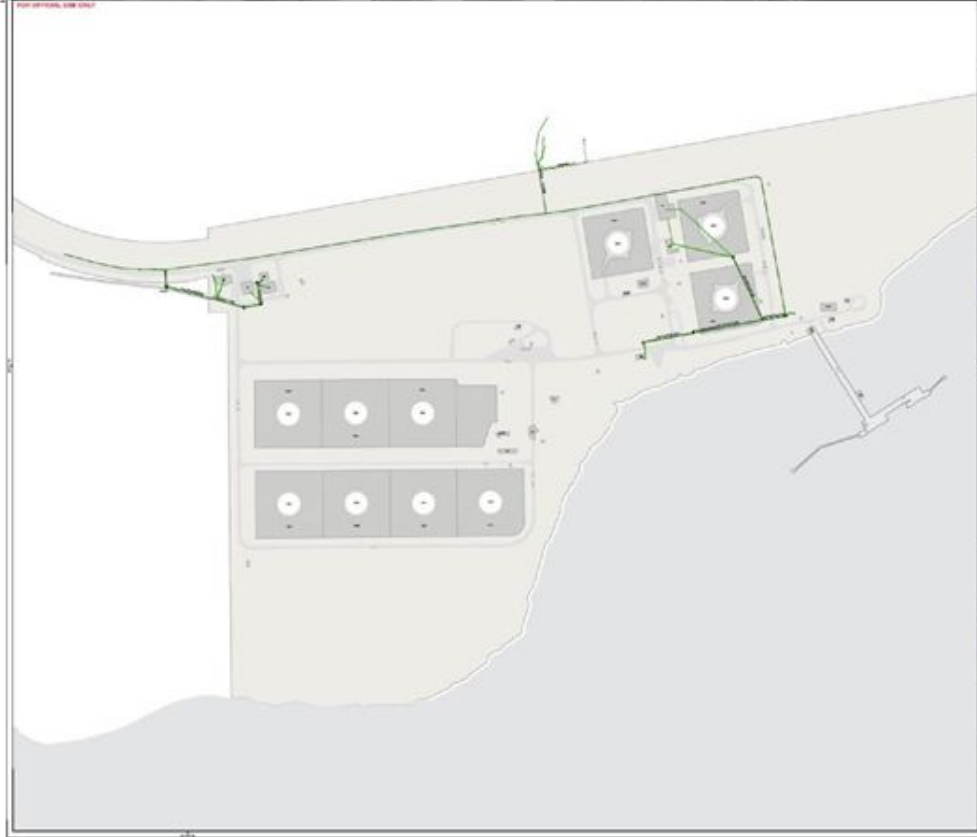
Enclosure 1: IGSA Standard Operating Procedures

**Standard Operating Procedures
between NS Mayport and
Jacksonville Electric Authority**

To utilize the signed Intergovernmental Support Agreement (IGSA) between NS Mayport and Jacksonville Electric Authority (JEA), NS Mayport will issue a formal Task Order (TO) to JEA requesting services to be performed.

- ~~1. NS Mayport submits initial scope of work (SOW) and request for proposal (RFP) for prospective task order to be performed by JEA. If necessary, JEA will conduct a site visit to understand the requested work and refine the SOW and/or NS Mayport will perform a technical evaluation.~~
- ~~2. NS Mayport submits final SOW for project planning checklist review.~~
- ~~3. JEA submits a proposal with cost estimates to NS Mayport, which includes both in-house costs and any contractor costs.~~
- ~~4. NS Mayport reviews and accepts or declines the proposal and cost estimate as a written TO. If accepted, processing base access for requisite personnel can begin.~~
- ~~5. NS Mayport initiates funds transfer by sending proposal and cost estimate and copy of IGSA to Assistant Regional Engineer (ARE) staff.~~
- ~~6. ARE staff drafts SF1034 and sends along with proposal and cost estimate and copy of IGSA to N8.~~
- ~~7. N8 processes the SF1034 in Command Financial Management System Disaster Recovery (CFMS DR) for approval to obligate funds.~~
- ~~8. N8 sends SF1034, proposal and cost estimate, and copy of IGSA to Commander, Navy Installations Command (CNIC) Financial Service Center (FSC).~~
- ~~9. FSC uploads documents in WAWF and makes final certification.~~
- ~~10. Defense Finance Accounting Service (DFAS) makes electronic payment to JEA.~~
- ~~11. Once payment received, JEA notifies NS Mayport and issues Purchase Order.~~
- ~~12. NS Mayport notifies any affected tenants, security, fire, and Public Affairs Office of planned project.~~
- ~~13. JEA executes work and notifies NS Mayport if any issues, changes, or unforeseen conditions are encountered.~~
- ~~14. JEA and NS Mayport conduct final inspection and NS Mayport determines acceptance.~~
- ~~15. JEA provides final project accounting to NS Mayport.~~

Commented [RF2]: Under revision



**INTERGOVERNMENTAL SUPPORT AGREEMENT
BETWEEN**

NAVAL AIR STATION JACKSONVILLE

AND

JEA

FOR

**EMERGENCY RESPONSE SERVICES; ELECTRIC GRID REPAIRS; DESIGN SERVICES;
UTILITY SYSTEM REPAIR, MAINTENANCE, MODERNIZATION, AND IMPROVEMENTS;
ENERGY RESILIENCE, RELIABILITY, AND SECURITY PROJECTS**

IGSA NUMBER **XXXX**

This is an Intergovernmental Support Agreement (IGSA) between the Department of the Navy, a federal agency, as represented by Naval Air Station Jacksonville (NAS JAX), and JEA. NAS Jacksonville and JEA are individually referred to as "Party" and collectively referred to as the "Parties."

1. BACKGROUND: The Parties enter into this IGSA so that JEA can provide a variety of services, listed below, to NAS Jacksonville.

- Emergency Response Services
- Utility system repair, maintenance, modernization, and improvements
- Energy resilience, reliability, and security projects
- Engineering Design Services
- Electrical Infrastructure assessments, surveys, and inspections

2. AUTHORITIES: This IGSA is entered into by NAS Jacksonville, pursuant to 10 U.S.C. § 2679 and by JEA pursuant to Florida State Statute § 163.01.

a. 10 U.S.C. § 2679 permits the Navy to enter into an IGSA on a sole source basis with a State or local government provided the IGSA will serve the best interest of the Navy by enhancing mission effectiveness or creating efficiencies or economies of scale, including reducing costs, and when the State or local government providing the installation services already provides such services for its own use. This IGSA serves the best interests of the Department of the Navy by creating efficiencies and economies of scale that will reduce cost for the variety of services, listed in BACKGROUND (Section 1), for NAS Jacksonville. JEA already provides these services across the Northeast Florida. This IGSA will streamline and make more efficient award and execution of

Style Definition: Comment Text

routine and recurring projects, in addition to cost savings achieved through economies of scale. JEA would manage and execute the services identified in the Background Section (Section 1) of this IGSA at NAS Jacksonville.

b. Florida State Statute §163.01 permits JEA to enter into agreements with public agencies, in this case NAS Jacksonville, to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities. JEA already provides these services for its own use.

c. This IGSA has been approved by the Installation Commanding Officer at NAS Jacksonville under applicable federal laws and has been approved by the ~~State of Florida under applicable state laws~~ JEA Board of Directors as authorized under applicable state and local law.

3. PURPOSE: This IGSA is made by and between the Parties to provide a variety of services, listed in BACKGROUND (Section 1), on NAS Jacksonville using JEA personnel and contracts executed by JEA as mutually agreed upon. The purpose of this IGSA is to outline the roles and responsibilities of the Parties, identify the services to be furnished by JEA, the estimated prices to be paid by the United States, and the appropriate reimbursement, indemnification, and liability procedures.

a. NAS Jacksonville sees this IGSA as an opportunity to further grow and strengthen the relationship between the Parties. This IGSA allows JEA to assist NAS Jacksonville more efficiently and economically meet their mission requirements.

b. This IGSA is the result of the Parties' mutual efforts to reduce costs, create efficiencies and enhance mission effectiveness.

4. RESPONSIBILITIES OF THE PARTIES: Responsibilities of the Parties in the execution of this IGSA for a variety of services, listed in BACKGROUND (Section 1), to NAS Jacksonville are provided below.

a. NAS Jacksonville is responsible for:

(1) Identifying requirements and developing a

requirements package for a prospective task order.

Projects may include the following services:

- Emergency Response Services
- Utility system repair, maintenance, modernization, and improvements
- Energy resilience, reliability, and security projects
- Engineering Design Services
- Electrical Infrastructure assessments, surveys, and inspections

(2) Issuing a request for proposal for a prospective task order and performing a technical evaluation on a prospective task order.

(3) Accepting or declining proposals from JEA and issuing a written task order to JEA for services if terms and conditions of the task order are agreeable to all involved Parties.

(4) Process installation access for requisite JEA personnel.

(5) Participating in a kickoff meeting prior to executing the services under an issued task order.

(6) Notifying any affected tenant, security, fire, and Public Affairs Office of planned project.

(7) Conducting a meeting with JEA to review project objectives and final accounting of each executed task order.

(8) Performing final acceptance of work for issued and completed task orders.

b. JEA is responsible for:

(1) Developing a proposal with cost estimates for requested services that fall under this IGSA, including both organic and contracted costs. Proposals for recurring costs related to services that fall under this IGSA must be developed and submitted to the installation thirty (30) calendar days prior to the beginning of the new fiscal year. JEA is also responsible for providing NAS Jacksonville proposals for utility repair and maintenance services as

requested by NAS Jacksonville on an as needed basis.

(2) Issuing a request for proposal for services pursued through competitive bidding, as well as reviewing and analyzing bids received from competitive bidding.

(3) Providing and submitting the cost estimate from competitive bidding to NAS Jacksonville.

(4) Performing and managing the services (to include quality assurance and quality control) as agreed upon in an issued task order through either organic in-house capability or a competitively awarded contract.

(5) Notifying NAS Jacksonville if any issues, change orders, or unforeseen conditions are encountered.

(6) Jointly, with NAS Jacksonville, conducting a meeting to review project objectives and final accounting of each executed task order.

(7) Providing final project accounting to NAS Jacksonville.

c. Both Parties are responsible for:

(1) Collaborating to conduct a comprehensive utility assessment in order to assess the condition of the NAS Jacksonville utility system and develop a project plan based on the assessment results.

~~(1)~~(2) Cooperating to finalize a statement of work or detailed scope of work under issued task orders. If necessary, JEA will conduct a site visit to NAS Jacksonville to better understand the requested work and refine the statement of work for the task order.

~~(2)~~(3) Meeting monthly to discuss any performance or any other issues they may have under this IGSA and any issued task orders.

~~(3)~~(4) Working jointly to ensure compliance with all applicable Federal and State standards,

laws, and regulations.

~~(4)~~(5) Jointly performing inspections in the performance of work execution to deliver the services associated with a task order, pursuant to the standards set forth therein.

(6) Following the IGSA Standard Operating Procedures, Enclosure (1).

5. PUBLIC DISCLOSURE: To the extent permitted by the laws governing each Party, the Parties shall protect personal information and maintain the confidentiality of other exchanged information when requested to do so by the providing Party.

a. The Parties will comply with public requests for information related to this IGSA pursuant to the Freedom of Information Act, 5 U.S.C. §552 and the Florida's Public Records Law, Chapter 119 of Florida State Statutes, as applicable to each Party.

b. If JEA receives a request for information about this IGSA made under either the Freedom of Information Act or Florida's Public Records Law, Chapter 119 of Florida State Statutes, JEA will notify NAS Jacksonville points of contact (POC) designated in this IGSA within five (5) business days. If NAS Jacksonville receive a request for information about this IGSA under Freedom of Information Act, the installation will notify JEA POCs designated in this IGSA within five (5) business days.

c. Nothing herein shall require either Party to obtain the consent of the other Party prior to complying with a request for information to the extent such compliance is required by law. If either Party receives a request for information that the other Party believes is either exempt from production or confidential under applicable law, the Party claiming that such information is confidential or exempt from production shall have five (5) business days to inform the other Party of its intent to seek a protective order preventing disclosure of the information. Failure to notify the other Party of such intent shall be construed as consent for the release of the information.

6. RELATIONSHIP OF THE PARTIES: In exercising their respective rights, powers, and obligations under this IGSA, each Party acts in an independent capacity. No Party shall represent itself as the agent, officer, or employee of any other Party.

Each Party is responsible for all costs of its personnel and contractors, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel. Neither Party shall provide, without the prior written consent of the other Party, any contractor or employee with a release that waives or purports to waive any right a Party may have to seek relief or redress against that contractor or employee.

7. GENERAL PROVISIONS:

a. ADMINISTRATION. This IGSA shall be mutually administered by the Parties. The IGSA administrators will identify personnel at JEA and at NAS Jacksonville to coordinate and manage the provision of services and the payment for services provided by JEA under this IGSA and any subsequent task orders issued pursuant to this IGSA.

b. CORRESPONDENCE AND POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this IGSA. Each Party may change its POC and will provide email notice to all POCs when a POC is changed. All correspondence to be sent and notices given pursuant to this IGSA will be addressed to the requisite POC. Email will be the primary form of correspondence.

(1) For NAS Jacksonville:
 CDR Chester Wyckoff
 NAS Jacksonville Public Works Officer
 Email: chester.j.wyckoff.mil@us.navy.mil

(2) For JEA:
~~Deanna Davis~~ Allyssa Petersen
~~Director, Business Development~~ Manager, Enterprise
~~Planning and Analytics~~
 225 North Pearl Street, Jacksonville, FL 32202
 Email: ~~David~~peteab@jea.com

c. ADDITIONAL CORRESPONDENCE: Should email addresses be insufficient to reach the requisite POC, the following mailing addresses and phone numbers are to be used as secondary and tertiary means of communication.

If to NAS Jacksonville, to:

ATTN: NAS Jacksonville Public Works Officer

NAVFAC SE PWD JAX
PO Box 5, Bldg 27
Jacksonville, FL 32212
Phone: 904-542-1821

And, if to JEA, to:

ATTN: ~~Deanna Davis~~ Allyssa Petersen
~~Director, Business Development~~ Manager, Enterprise Planning and Analytics
225 North Pearl Street, Jacksonville, FL 32202
Phone: 904-~~655-8451~~ 665-8338

Alternate JEA POC:

ATTN: ~~Jordan Pope~~ Juli Crawford
~~VP, Corporate Strategy~~ Director, Enterprise Planning and Analytics
225 North Pearl Street, Jacksonville, FL 32202
Phone: ~~904-631-2189~~ 352-219-0534

d. RECORDS: The Parties shall follow established cost principles and procedures in determining allowable costs and payments under this IGSA and shall maintain books, records, documents, or other evidence pertaining to costs and expenses under this IGSA for a minimum of three years after the expiration or termination of the IGSA. To the extent permitted under applicable laws and regulations, the Parties shall each allow the other to inspect such books, records, documents, or other evidence. Each Party shall maintain records of each task order and all payments made therefore in accordance with its governing record retention rules.

8. FINANCIAL DETAILS:

a. COSTS: As of the effective date of this IGSA, the costs for all efforts to be ordered hereunder are estimated to be at an annual cost of \$275,477.78. This amount is not intended to represent the total financial responsibilities nor the actual needs of NAS Jacksonville in a given year. Actual requirements for a given year will be reflected in task orders and dependent upon availability of funds.

b. ADMINISTRATIVE FEE: For any services rendered by JEA, NAS Jacksonville agrees to pay JEA an administrative fee equal to ten percent (10%) of each invoice.

c. AVAILABILITY OF FUNDS: This IGSA does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this IGSA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation.

d. NO LIMITATION. Nothing in this IGSA shall limit or prohibit the ability of either Party from contracting with other persons or entities for the provision of the same or similar services.

e. BILLING AND PAYMENT. NAS Jacksonville will pay JEA for a variety of services listed in BACKGROUND (Section 1) and executed under issued task orders and pursuant to this IGSA. JEA will bill NAS Jacksonville, through the DoD's Procurement Integrated Enterprise Environment (PIEE) Wide Area Workflow (WAWF) application, as services are completed. Progress payments will be processed monthly through WAWF.

9. PAYMENT: Payment for services shall be based on services provided as set forth in this Agreement and individual task orders. Pursuant to the Office of Management and Budget 2 CFR Part 200, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, taxes that JEA is legally required to pay are allowable, except for self-assessed taxes that disproportionately affect federal programs. NAS Jacksonville shall not reimburse JEA for any taxes in which the legal incidence of the tax falls on the Navy.

a. The obligation of funds by NAS Jacksonville is subject to the availability of appropriated funds and will be documented in an issued task order.

10. REVIEW OF IGSA: This IGSA will be reviewed annually on or around the anniversary of its effective date for financial impacts and to ensure the IGSA remains mutually beneficial for the Parties.

11. TERM OF IGSA: This IGSA is being entered into for a total term not to exceed ten (10) years from the Effective Date. This IGSA automatically terminates after 10 years from the Effective Date. A new IGSA may be executed for subsequent periods not to exceed ten years.

12. MODIFICATION OF IGSA: This IGSA may only be modified by the written agreement of the Parties which must be duly signed by their authorized representatives.

13. SUSPENSION OF IGSA: The United States reserves the right to suspend performance of the agreement in event of emergencies, mobilizations, national security reasons, or for other reasons outside the control of the United States. In the

event of a suspension, compensation for JEA will continue subject to availability of funds and work not affected by the suspension. JEA reserves the right to suspend performance of the agreement in the event of emergencies, force major events or for other reasons outside the control of JEA.

14. TERMINATION:

a. MUTUAL. The IGSA may be terminated by mutual written agreement at any time. In the event of mutual termination, no rights, responsibilities, benefits, or liabilities shall accrue to either Party.

b. UNILATERAL. Each Party reserves the right to unilaterally terminate this agreement for its convenience upon 60 calendar days written notice to the POCs designated in this IGSA. When notified by the other Party of the termination, the Parties shall immediately negotiate a separate Termination Agreement and Schedule to define the roles and responsibilities and to mitigate impacts and all costs caused by the termination. The Parties recognize that the obligations and debts under this IGSA are part of a task order, and they are incurred as services are provided. Any obligations or debts incurred hereunder prior to termination shall become immediately due and payable by the withdrawing Party upon termination. The withdrawing Party shall not be entitled to a refund or credit for any sums paid or incurred under this IGSA prior to termination.

15. APPLICABLE LAW:

a. The Parties shall comply with all applicable federal, state, and local laws, federal executive orders, and federal rules and regulations applicable to its performance under this IGSA. To the extent JEA's performance under this IGSA is governed by state law, the laws of the state of Florida shall govern this IGSA apply. If any federal statute expressly prescribes policies or requirements that differ from the terms and conditions of this IGSA, the provisions of the federal statute shall govern. If there is a conflict between federal and state law or any municipal laws, federal law will control. ~~To the extent this IGSA is governed by state law, the laws of the state of Florida shall govern this IGSA.~~ Venue for any cause of action arising under this IGSA shall lie exclusively in Dauphin County, Florida, the United States District Court, Middle

District of Florida, Jacksonville Division.

16. DISPUTES:

a. If the Parties are unable to agree about interpreting or applying a material term of either this IGSA or a task order, the Parties agree to engage in an effort to reach mutual agreement in the proper interpretation of this IGSA or the task order, including amendment or termination of this IGSA or the task order, as necessary, or by escalating the dispute within their respective organizations.

b. As a condition precedent to a Party bringing any action for breach of this IGSA, that Party must first notify the other Party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the Parties. Each Party must pay an equal share of any costs incurred by the use of a third party.

c. If any third-party dispute or litigation relates to, or potentially affects a Party's ability to perform under this IGSA, the Parties agree to promptly notify each other of such dispute or litigation. The existence of such a dispute or litigation shall not excuse the Parties from performance pursuant to this IGSA.

d. If any dispute between the Parties arising out of this IGSA requires consideration of the law, the rights and obligations of the Parties shall be interpreted and determined according to the federal substantive and procedural laws of the United States of America.

e. Any inconsistency between the IGSA and task order shall be resolved by giving precedence in the following order: (1) the IGSA; (2) the task order.

17. LIABILITY: Each Party is responsible for the action of its agents, officers, and employees. Nothing in this IGSA is intended to modify the immunity held by either the United States Navy or JEA. Furthermore, nothing in this IGSA is intended, nor may it be construed, to create any rights, confer any benefits, or relieve any liability, of any kind

whatsoever, in any third person not a party to this IGSA.

18. COOPERATION OF PARTIES: The Parties recognize that it is essential to cooperate fully concerning the handling of information and provision of services contemplated by this IGSA. In connection with this IGSA, the Parties therefore agree to provide any data, information, and documentation reasonably necessary for the other Party to perform its responsibilities under the terms of this IGSA.

19. SUCCESSORS AND ASSIGNS: The terms, covenants, and conditions contained herein shall apply to and bind the successors and assigns of the Parties.

20. WAIVER: No waiver of the breach of any of the covenants, terms, restrictions, or conditions of this IGSA by either Party shall be construed to be a waiver of any succeeding breach of the same or other covenants, terms, restrictions, or conditions of this IGSA. No delay or omission of either Party in exercising any right, power, or remedy herein provided in the event of default shall be construed as a waiver thereof or acquiescence therein or be construed as a waiver of a variation of any of the terms of this IGSA.

21. SEVERABILITY PROVISION: If any term or portion of this IGSA is held to be invalid, illegal, void, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this IGSA shall continue in full force and effect.

22. SIGNATURE IN COUNTERPARTS: This IGSA may be executed in counterparts by each of the Parties. For purposes of enforcement, true copies of signatures shall be deemed to be original signatures.

23. ENTIRE IGSA: With the exception of task orders, invoices, or payment documentation which may be subsequently executed, it is understood and agreed that this IGSA document embodies the entire IGSA between the Parties.

24. REVIEW FOR LEGAL ADEQUACY. Each Party to this IGSA acknowledges and agrees that this IGSA has been reviewed by each Party's respective legal counsel for legal adequacy.

25. EFFECTIVE DATE: This IGSA takes effect on the day after the last Party signs.

| _____

IN WITNESS WHEREOF, the Parties have signed this IGSA as of the dates stated below.

NAS Jacksonville:

Signed: _____
CAPT ~~Marces Cantu~~Gregory deWindt
Commanding Officer
NAS Jacksonville

Date: _____

JEA:

Signed: _____
~~Jay Stowe~~Vickie Cavey
CEO and Managing Director
JEA

Date: _____

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Attachment (1): JEA Letter of Intent

225 N Pearl St.
Jacksonville, Florida 32202-3139



CAPT Marcos Cantu
Installation Commanding Officer
NAS Jacksonville
Building 1
Yorktown Ave, Bldg 1
NAS Jacksonville, FL

Dear CAPT Cantu,

JEA intends to enter into an Intergovernmental Support Agreement (IGSA) with NS Jacksonville and the Department of the Navy to provide emergency response services, utility system repair, maintenance, modernization, and improvements, and energy resilience, reliability, and security to NAS Jacksonville as may be required by the Navy. We will provide these goods and services both through our own organic capability within JEA and through vendors on contract with JEA. All contracts awarded by JEA are awarded on a competitive basis in accordance with JEA policy and the laws of the STATE.

We understand that this letter is non-binding and constitutes an indication of our interest only. This letter creates no liability or obligation of any nature with respect to any contemplated transaction or any other matter or action described referred to herein

JEA is truly pleased and excited about the potential benefits of an IGSA for JEA, NAS Jacksonville, and the Navy. JEA currently enjoys a strong relationship with NAS Jacksonville and we see this venture as another opportunity to grow the relationship. We believe we can assist NAS Jacksonville in meeting its mission in the most efficient and economically feasible manner and we look forward to doing so. If you have any questions or need additional information regarding our interest, please contact me at 904-599-3085 or via email at davidl@jea.com.

A handwritten signature in blue ink, appearing to read "Deanna Davis", is placed above the typed name.

Deanna Davis, PE
Director, Business Development

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JEA Board Agenda

MEMORANDUM



Real Estate Procurement Directive Revisions

Board Meeting Date: October 29, 2024

 Outcome: ☐ INFORMATION ONLY ☒ ACTION ☐ FUTURE BOARD CONSIDERATION

If Action, Provide a Recommended Motion:

Staff recommends that the Board approve revisions to the Real Estate Services Procurement Directive as outlined in Resolution 2024 – 55.

 Consent Agenda Item: ☐ Yes ☒ No

Presenter: Jordan Pope, Director, Administrative Services

Chief: Jody Brooks, Chief Administrative Officer

 Strategic Focus Area: ☐ DEVELOPING AN UNBEATABLE TEAM ☒ DELIVERING BUSINESS EXCELLENCE ☐ EARNING CUSTOMER LOYALTY

Background Information & Analysis:

In accordance with Article 21.04(b)(4), the JEA Board of Directors is required to approve real estate rules and procedures and amendments thereto governing the reporting, acquisition, sale, purchase, lease, license, transfer, and disposition of real property. The Board last reviewed the Real Estate Services Procurement Directive in August 2023. Staff has reviewed the directive and has provided a redline version of the current directive and clean version of the proposed directive reflecting suggested edits for the efficient management of JEA's real estate activities. In summary:

- Updates were made to ensure consistency with the JEA Charter
- Procedural updates were made to ensure operational clarity
- Declaration of surplus property approval levels amended for consistency with acquisitions.

Financial Impact: N/A

Committee/Board Meeting/Workshop & Date Presented:

N/A

Appendix: *List appendix items provided*

Resolution 2024-55
 Redline version of the current directive
 Clean version of the proposed directive



BOARD RESOLUTION: 2024-55

October 29, 2024

**A RESOLUTION BY THE BOARD APPROVING REAL
PROPERTY RULES AND PROCEDURES; REVISING THE
JEA REAL ESTATE SERVICES PROCUREMENT
DIRECTIVE; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, Article 21 of the Jacksonville City Charter authorizes JEA to acquire real property (or any estate or interest therein), for the use or expansion of the utilities systems; and

WHEREAS, JEA is further authorized to sell, lease, or otherwise transfer, with or without consideration, any real property (or interest therein) that is no longer needed or useful for operation of the utilities systems; and

WHEREAS, in accordance with Article 21.04(b)(4), the Board is required to approve real estate rules and procedures and amendments thereto governing the reporting, acquisition, sale, purchase, lease, license, transfer, and disposition of real property; and

WHEREAS, the Board, is further required to review such real estate rules and procedures no less than biennially; and

WHEREAS, the proposed Real Estate Services Procurement Directive (Directive), attached hereto as Exhibit "A" and incorporated herein, contains revised rules governing the acquisition, use, and disposition of JEA real property; and

WHEREAS, the proposed Directive is hereby presented for the Board's biennial review and approval.

BE IT RESOLVED by the JEA Board of Directors that:

1. In accordance Article 21.04(b)(4) of the City Charter, the Board has reviewed the rules and procedures contained in the Directive.
2. Based upon its review, the Board hereby approves the Directive. All previous directives related to the procurement of real property are hereby repealed and replaced by the Directive.
3. The Managing Director/Chief Executive Officer (or designee) shall take all steps necessary to implement and administer the Directive.
4. The Directive shall supplement the Amended and Restated JEA Procurement Code (Code). To the extent that there is any conflict between the Code and the Directive related to any real property transaction, the Directive shall govern.
5. To the extent that there are any typographical, administrative, and/or scrivener's errors contained herein that do not change the tone, tenor, or purpose of this Resolution, then such errors may be corrected with no further action required by the Board.

6. This Resolution shall be effective upon approval by the Board.

Dated this 29th day of October, 2024.

JEA Board Chair

JEA Acting Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

Real Estate Services Procurement Directive**Revision Date: October 29, 2024**

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, subject to the prohibitions of Section 21.11 of the Charter.

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, exchange, 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, 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) *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.

(e) *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.

(f) *Real Property Procurement Officer* means the Director of Administrative Services, which supervises Real Estate Services.

(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 Real Property Procurement Officer (and Real Estate Services) authority to maintain, administer, and implement this Directive

as it relates to the acquisition, sale, exchange, lease, use, or transfer of Real Property. This delegation includes the Real Property Procurement Officer'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.¹

ARTICLE 3. REAL PROPERTY ACQUISITIONS

3.01 General Guidance. JEA shall seek to 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 Property Procurement Officer 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.* Appraisals, offers, or counteroffers must be in writing. Complete and accurate records of every appraisal, offer, and counteroffer shall be maintained by Real Estate Services.

(c) *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.* JEA shall seek to acquire Real Property in an economically feasible manner that best serves the interest of JEA ratepayers. Prior to the acquisition of Real

¹ 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.

Property, 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 \$100,000 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, MAI appraiser and be prepared according to generally accepted appraisal standards. Real Estate Services may substitute federally mandated appraisal standards if federal funds are available and will be used for the purchase of lands and qualification for the federal funds requires compliance with federally mandated 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 the county where the real property is located, 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 the county where the real property is located 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 the county where the real property is located.

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. Real Estate Services shall not guarantee the quality of title of a property proposed for disposition but may encourage a prospective purchaser/grantee to make its own inquiries into the quality of title. A deed conveying JEA's interests in Real Property shall release any rights of entry JEA may have to subsurface minerals.

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 a state-certified, MAI appraiser, without prior approval by the Board and 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 Declaration of Surplus Property. In accordance with Section 21.04 of the Charter, the entity designated by the approval levels in Article 7 shall, fix and determine when JEA-owned Real Estate is no longer needed or useful, and authorize the disposition thereof. 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.

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 the Financial News and Daily Record and other publications having wide distribution to the business community serving JEA's needs. Advertisements for bids or proposals will also be posted on jea.com. The bidding period shall remain open for at least ten days after publication of the notice. Any sale shall be completed in accordance with Section 21.04(b)(4) of the Charter.

4.04 Real Property Assessed for \$50,000 or Less. If the assessed value of the Real Property is \$50,000 or less, the Real Property Procurement Officer may dispose of the parcel by direct sale. The Real Property Procurement Officer may, after sending notice of the intended sale to owners of adjoining property by certified mail and posting notice to the general public on the JEA website, effect a sale and conveyance of the parcel to any and all prospective purchasers without receiving bids or publishing notice; however, if within ten (10) working days of receiving mailed notice or posting notice on the JEA website, whichever occurs later, two or more potential buyers notify the Real Property Procurement Officer of their desire to purchase the parcel, the Real Estate Procurement Officer shall accept sealed bids for the parcel from such potential buyers and may convey such parcel to the highest bidder or may reject all offers.

4.05 Donations, Exchanges or Sales for Nominal Value to Other Public Agencies. The designated approval entity in Article 7 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. The sale of Surplus Property valued at more than \$50,000 to a governmental agency for public use for less than the appraised value is subject to approval by the Board and Council pursuant to section 7.04.

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 JEA Real Property for residential, recreational, commercial, industrial, educational, retail, or other uses. Any lease lasting for a term of more than five years inclusive of all renewal options 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. Any lease shall be approved consistent with the approval levels in Article 7 as determined by the total value of the lease over the term of the lease, including any renewal options.

5.03 Renewal. All leases may be renewed by Real Estate Services on the same terms and conditions provided for renewal in the lease.

5.04 Due Diligence. Prior to executing an agreement for the lease of JEA-owned real property, Real Estate Services shall investigate whether the property to be leased is encumbered by a bond indenture. If the property is subject to a bond indenture, Real Estate Services shall seek guidance from OGC and the Finance Department to determine whether a lease of the property for the intended uses would violate the bond indenture. Real Estate Services shall take no action that would cause the interest on the bonds to become taxable.

5.05 Value received. The rental for the lease of JEA-owned real property shall be a value determined to be in the public interest taking into account market rental rates.

ARTICLE 6. 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 7. LEVELS OF APPROVAL FOR REAL ESTATE TRANSACTIONS

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

7.02 Approval by the CEO. The CEO shall be authorized to approve and execute documents required for all Real Property transactions greater than \$100,000 up to \$2,000,000.

7.03 Approval by the Real Property Procurement Officer. The Real Property Procurement Officer shall be authorized to approve and execute Real Property transactions in an amount not to exceed \$100,000.

7.04 Approval by the Board and City Council. 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 Board and Council.

ARTICLE 8. EXECUTION OF DOCUMENTS

All documents to be executed on behalf of JEA pursuant to this Directive may be executed by the Managing Director/Chief Executive Officer, his or her designee, or the Real Property Procurement Officer.

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.

Real Estate Services Procurement Directive**Revision Date: October 29, 2024****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, subject to the prohibitions of Section 21.11 of the Charter.

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, exchange, 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 ~~to~~ 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)~~(d) *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.

(e) *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.

(f) *Real Property Procurement Officer* means the Director of Administrative Services, which supervises Real Estate Services.

(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~~Real Property Procurement Officer (and Real Estate Services) authority to maintain, administer, and implement this Directive as it relates to the acquisition, sale, ~~exchange~~, lease, use, or transfer of Real Property. This delegation includes the ~~Director of Real Estate's~~Real Property Procurement Officer'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.¹

ARTICLE 3. REAL PROPERTY ACQUISITIONS

3.01 General Guidance. JEA shall seek to 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 Property Procurement Officer~~ 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 a~~Appraisals, ~~offers~~s, or ~~counteroffers~~s 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.

¹ 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.

(d) *Costs of Acquisitions.* ~~JEA shall seek to acquire~~ 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, 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 \$~~5~~100,000 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, MAI appraiser and be prepared according to generally accepted appraisal standards. Real Estate Services may substitute federally mandated appraisal standards if federal funds are available and will be used for the purchase of lands and qualification for the federal funds requires compliance with federally mandated 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~~ the county where the real property is located, 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~~ the county where the real property is located 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~~ the county where the real property is located.

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." Real Estate Services shall not guarantee the quality

of title of a property proposed for disposition but may encourage a prospective purchaser/grantee to make its own inquiries into the quality of title. A deed conveying JEA's interests in Real Property shall release any rights of entry JEA may have to subsurface minerals.

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 state-~~certified, MAI 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 Board and Council.

4.03 ~~Board~~ Declaration of Surplus Property. In accordance with Section 21.04 of the Charter, the Board entity designated by the approval levels in Article 7 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.~~

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 the Financial News and Daily Record and other publications having wide distribution to the business community serving JEA's needs 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. Advertisements for bids or proposals will also be posted on jea.com. The bidding period shall remain open for at least ten days after publication of the notice. Any sale shall be completed in accordance with Section 21.04(b)(4) of the Charter.

~~(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.~~

4.045 Disposition by Direct Sale to Adjoining Owners Real Property Assessed for \$50,000 or Less. ~~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. If the assessed value of the Real Property is \$50,000 or less, the Real Property Procurement Officer may dispose of the parcel by direct sale. The Real Property Procurement Officer may, after sending notice of the intended sale to owners of adjoining property by certified mail and posting notice to the general public on the JEA website, effect a sale and conveyance of the parcel to any and all prospective purchasers without receiving bids or publishing notice; however, if within ten (10) working days of receiving mailed notice or posting notice on the JEA website, whichever occurs later, two or more potential buyers notify the Real Property Procurement Officer of their desire to purchase the parcel, the Real Estate Procurement Officer shall accept sealed bids for the parcel from such potential buyers and may convey such parcel to the highest bidder or may reject all offers.~~

4.056. Donations, Exchanges or Sales for Nominal Value to Other Public Agencies. The designated approval entity in Article 7 ~~Board (or authorized designee)~~ may authorize the donation, ~~or exchange or sale~~ of Surplus Property to another governmental agency for public use regardless of the actual value of the property. The sale of Surplus Property valued at more than \$50,000 to a governmental agency for public use for less than the appraised value is subject to approval by the Board and Council pursuant to section 7.04.

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 JEAs 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 inclusive of all renewal options 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. Any lease shall be approved consistent with the approval levels in Article 7 as

determined by the total value of the lease ~~payments~~ over the term of the lease, including any renewal options.

5.03 Renewal. All leases may be renewed by Real Estate Services on the same terms and conditions provided for renewal in the lease.

5.04 Due Diligence. Prior to executing an agreement for the lease of JEA-owned real property, Real Estate Services shall investigate whether the property to be leased is encumbered by a bond indenture. If the property is subject to a bond indenture, Real Estate Services shall seek guidance from OGC and the Finance Department to determine whether a lease of the property for the intended uses would violate the bond indenture. Real Estate Services shall take no action that would cause the interest on the bonds to become taxable.

5.05 Value received. The rental for the lease of JEA-owned real property shall be a value determined to be in the public interest taking into account market rental rates.

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 ~~6.7~~ 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 ~~7.8~~ LEVELS OF APPROVAL FOR REAL ESTATE TRANSACTIONS

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

7.02 Approval by the CEO. The CEO shall be authorized to approve and execute documents required for all Real Property transactions greater than \$100,000 up to in an amount not to exceed \$2,000,000. ~~The CEO may delegate such authority to Real Estate Services.~~

7.03 Approval by the Real Property Procurement Officer. The Real Property Procurement Officer shall be authorized to approve and execute Real Property transactions in an amount not to exceed \$100,000.

7.04 Approval by the Board and City Council. 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 Board and Council.

ARTICLE 8. EXECUTION OF DOCUMENTS

All documents to be executed on behalf of JEA pursuant to this ~~Procurement~~ Directive may be executed by the Managing Director/Chief Executive ~~Officer~~, his or her designee, or the Real Property Procurement Officer.

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.

JEA Board Agenda

MEMORANDUM**Riverfront Plaza Cost Participation Agreement**

Board Meeting Date: October 29, 2024

Outcome:

☐

INFORMATION ONLY

☒

ACTION

☐

FUTURE BOARD CONSIDERATION

If Action, Provide a Recommended Motion:

Staff recommends that the Board approve the Cost Participation Agreement as outlined in Resolution 2024 – 57.

Consent Agenda Item:

☐

Yes

☒

No

Presenter:

Jordan Pope, Director, Administrative Services

Chief:

Jody Brooks, Chief Administrative Officer

Strategic Focus Area:

☐

DEVELOPING AN UNBEATABLE TEAM

☒

DELIVERING BUSINESS EXCELLENCE

☐

EARNING CUSTOMER LOYALTY

Background Information & Analysis:

In anticipation of the future redevelopment of the former Jacksonville Landing site, now known as Riverfront Plaza, JEA began working with the City of Jacksonville and the Downtown Investment Authority (DIA) to secure easements for existing JEA infrastructure on the site. It was determined by DIA that a portion of JEA's subsurface electric infrastructure conflicts with a future development pad and requested JEA relocate the facilities. JEA designed the relocation at an estimated cost of \$3,701,250.00. DIA requested JEA cost participate in the project and both parties have agreed to a 50/50 cost participation agreement. Any cost overruns will also be shared between the parties at 50% each.

Financial Impact:

JEA's estimated cost participation amount is \$1,850,625.00.

Committee/Board Meeting/Workshop & Date Presented:

N/A

Appendix: *List appendix items provided*

Resolution 2024-57
Cost Participation Agreement
Location Maps

**BOARD RESOLUTION: 2024-57**

October 29, 2024

A RESOLUTION AUTHORIZING THE MANAGING DIRECTOR/CHIEF EXECUTIVE OFFICER TO EXECUTE A COST PARTICIPATION AGREEMENT BETWEEN JEA AND THE DOWNTOWN INVESTMENT AUTHORITY (DIA) FOR THE RELOCATION OF ELECTRIC INFRASTRUCTURE AT RIVERFRONT PLAZA

WHEREAS, the DIA manages the former Jacksonville Landing site, currently known as Riverfront Plaza, on behalf of the City of Jacksonville; and

WHEREAS, the DIA intends to redevelop the Riverfront Plaza to include certain retail improvements, a bicycle/pedestrian ramp, and a beer garden (the Development); and

WHEREAS, in order to construct the Development, it is necessary to relocate certain JEA utility lines located within the development area in order to avoid conflicts with a future development pad; and

WHEREAS, JEA has received a construction estimate for the relocation of the utility lines in the amount of three million seven hundred one thousand two hundred fifty dollars (\$3,701,250.00); and

WHEREAS, the DIA requested JEA participate in the costs for the relocation of JEA's facilities to accommodate the Development; and

WHEREAS, both parties are willing to incur 50% of the project costs, inclusive of cost overruns, as outlined in the cost participation agreement attached hereto as Exhibit A.

BE IT RESOLVED by the JEA Board of Directors that:

1. The above recitals are incorporated by reference into the body of this resolution and are adopted as findings of fact.
2. The Board approves the terms and conditions of the attached Cost Participation Agreement between JEA and the Downtown Investment Authority, and delegates to the Managing Director/Chief Executive Officer or her designee the authority to execute the Cost Participation Agreement in substantially the same form as attached hereto.
3. To the extent there are typographical, clerical, or administrative errors that do not effect the tone, tenor, or context of this resolution, such errors may be corrected without further Board authorization.
4. This resolution shall be effective immediately upon passage.

Dated this 29th day of October 2024.

JEA Board Chair

JEA Acting Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

EXHIBIT A

Cost Participation Agreement

**JEA COST
PARTICIPATION
AGREEMENT FOR

RELOCATION OF
UTILITY SYSTEM**

THIS COST PARTICIPATION AGREEMENT (“Agreement”) is made and entered into this _____ day of 2024 (the “Effective Date”) by and between the Downtown Investment Authority (“Owner”), a community redevelopment agency on behalf of the City of Jacksonville (“City”), whose address is 117 W. Duval Street, Suite 310, Jacksonville, Florida 32202 (hereinafter called “Owner”), and JEA, whose address is 225 N. Pearl Street, Jacksonville, Florida 32202 (hereinafter called “JEA”).

RECITALS

WHEREAS, Owner manages certain real property on behalf of the City located in Duval County generally known as Riverfront Plaza, which is more particularly described in Exhibit A attached hereto and, by reference made a part hereof (hereinafter referred to as the “Property”); and

WHEREAS, Owner has plans to develop the Property, including construction of certain retail improvements, a bicycle/pedestrian ramp and beer garden (hereinafter referred to as the “Development”); and

WHEREAS, in order to construct the Development, it is necessary to relocate certain JEA utility lines located within the Property (the “Utility Relocation”); and

WHEREAS, JEA is willing to relocate the utility lines, subject to the terms and conditions of this Agreement; and

WHEREAS, JEA intends to utilize its unit price contract with Heart Utilities of Jacksonville, Inc., (JEA Contract No. 184918) (hereinafter referred to as the “Utility Relocation Contract”) for the performance of the Utility Relocation; and

WHEREAS, in order to facilitate the timely completion of the Utility Relocation, the Owner and JEA wish to set forth the terms and conditions for sharing the cost of the construction and installation of the Utility Relocation.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration, receipt of which is hereby acknowledged, Owner and JEA hereby covenant and agree as follows:

1. Effect of Recitals. The above recitals are incorporated into the body of this Agreement and are adopted as findings of fact.

2. Term. The term of this Agreement shall begin upon the Effective Date and shall end upon completion of the Utility Relocation, unless earlier terminated as provided herein, but in no event shall the term of this Agreement exceed one (1) year from the Effective Date. Notwithstanding anything to the contrary herein, JEA may, in its sole discretion, extend the term of this Agreement for a period not to exceed one year if such extension is necessary to complete the Utility Relocation.

3. Completion of Utility Relocation. JEA shall, in accordance with the terms of this Agreement cause the Utility Relocation to be completed no later than one year after the Effective Date in accordance with the plans and specifications for the Utility Relocation attached hereto as Exhibit B. The design and construction of the Utility Relocation shall be performed by contractors procured by JEA in accordance with the requirements of JEA's Procurement Code.

4. Utility Easements. Prior to commencement of construction of the Utility Relocation, Owner shall obtain on behalf of JEA and record in the Official Records of Duval County the easements set forth on Exhibit C attached hereto and incorporated herein.

5. Contract Price and Payment.

- a. JEA and Owner agree that each party shall be responsible for fifty percent (50%) of the design and construction costs associated with the Utility Relocation., inclusive of any cost overruns. . It is anticipated that the cost under the Utility Relocation Contract for the construction of the Utility Relocation will be an amount not to exceed three million seven hundred one thousand two hundred fifty dollars (\$3,701,250.00) (the "Contract Amount") for which JEA and Owner shall be responsible on a 50/50 basis. The amount of one million eight hundred fifty thousand six hundred twenty-five and no/100 dollars

(\$1,850,625.00) shall be Owner's maximum indebtedness under this Agreement (the "Owner's Contribution"). All cost overruns attendant to the Utility Relocation shall be borne by JEA and Owner on a 50/50 basis, subject to the existence of lawfully appropriated funds for such purpose.

- b. Owner shall pay the Owner's Contribution to JEA as a lump sum within thirty (30) days of execution of this Agreement. JEA shall hold the funds paid by Owner in a segregated account, and such funds shall be used by JEA solely for payment of the Owner's Contribution portion of funds payable under the Utility Relocation Contract. JEA shall utilize the Owner's Contribution on a 50/50 basis with its own funding to pay for costs incurred under the Utility Relocation Contract for the Utility Relocation.
- c. JEA shall provide monthly status reports to the DIA detailing the progress of the Utility Relocation. Such reports may contain, as applicable, the amount of funds disbursed to date, the amount since the prior month's disbursement, estimate of funds needed to complete the work, the percentage of completion of the Utility Relocation, and estimate of the completion date of the Utility Relocation. On substantial completion of the Utility Relocation, JEA shall provide Owner with a complete accounting of how the Owner's Contribution was expended and shall return any unused funds to Owner. JEA shall comply with any documentation requests of the City Council auditors in connection with this Agreement.

6. Reserved.

7. Contract Administration. JEA shall be responsible for administering all aspects of the construction contract for the Utility Relocation, including, but not limited to, review and processing of invoices and other contract documents, review and resolution of technical issues (whether foreseen or unforeseen) that arise during construction, and facilitating project close-out upon completion of construction. It shall also be JEA's responsibility to coordinate construction schedules of its contractors.

8. Force Majeure. Neither party shall be liable or responsible to the other party as a result of injury to property or person, or failure to comply with the terms hereof,

proximately caused by Force Majeure. The term "Force Majeure" as employed herein shall be acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of Armed Forces, epidemics, delays by carriers, inability to obtain materials or right-of-way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes whether or not of the same kind as enumerated herein which are beyond the control of the party claiming force majeure and qualify under Florida's impossibility of performance principles.

9. Modification of Development Plans. Should the Owner modify its development plans for the Property which would require subsequent utility relocation, greater water usage, greater fire flows, additional water facilities, greater wastewater flows, or additional wastewater facilities than the water and wastewater demands designed and approved under the engineering plans and specifications which are the subject of this Agreement, then Owner and JEA shall negotiate an agreement in good faith providing for the construction of such additional water or wastewater facilities meeting all JEA's and governmental design requirements, and Owner shall pay all additional contributions and fees as may be authorized by JEA's Tariff or the Florida Public Service Commission, or its successor, at the date said new agreement is executed, subject to a lawful appropriation of funds therefor.

10. No Prohibition of Further Extension. This Agreement shall not prohibit or prevent JEA from extending JEA's utility system in or to areas not referred to herein to serve other developers or consumers; provided, however, such extension of utility service shall not cause the Owner's extension to become overloaded and shall not adversely affect the reservation of capacity.

11. Miscellaneous.

- a.** This Agreement supersedes all previous agreements or representations either verbal or written heretofore in effect between Owner and JEA and made with respect to the matters contained herein, and when duly executed constitutes the complete Agreement between Owner and JEA. Any amendment to this Agreement shall be in writing and executed by the fully authorized representatives of Owner and JEA.

- b.** Owner and JEA are independent contractors in the performance of all activities under this Agreement. Nothing in this Agreement shall be construed to create an employment, agency, or partnership relationship between Owner and JEA.
- c.** No third party beneficiary status or interest is conveyed to any third party by this Agreement.
- d.** Except as provided herein, neither Owner nor JEA shall assign, transfer, or sell any of the rights created under, or associated with, this Agreement without the express written consent of the non-assigning party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, nothing in this section shall prevent Owner from assigning or otherwise transferring its rights and duties under this Agreement to an affiliate, subsidiary, or parent company of Owner upon written notice to JEA.
- e.** This Agreement was made and executed in Jacksonville, Florida, and shall be interpreted and construed according to the laws of the State of Florida. Litigation involving this Agreement or any provision thereof shall take place in the State or Federal Courts located in Jacksonville, Duval County, Florida.
- f.** Should any provision of the Agreement be determined by the courts to be illegal or in conflict with any law of the State of Florida, the validity of the remaining provisions will not be impaired.
- g.** The headings used in the paragraphs of this Agreement are solely for the convenience of the parties and the parties agree that they shall be disregarded in the construction of this Agreement.
- h.** This Agreement shall inure to and be binding upon the heirs, successors and assigns of the parties hereto. It is understood that Owner may assign its rights hereunder to successor/owners of the Owner's parcels of real property included in the Owner's Property.
- i.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and

the same instrument. Delivery of a counterpart by electronic means shall be valid for all purposes.

[Remainder of page is intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this contract, in duplicate, the date and year first above written.

ATTEST:

JEA

By _____

Approved as to Form and Format:

Office of General Counsel

ATTEST:

OWNER
CITY OF JACKSONVILLE

James R. McCain, Jr.
Corporation Secretary

Donna Deegan, Mayor

Form Approved:

Office of General Counsel

GC-#1640510-v11-JEA_Cost_Participation_Agreement_DIA_-_Landing_Site.docx

Encumbrance and funding information for internal City use:

1Cloud Account for Certification of Funds	Amount

The above-stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequent purchase orders, as specified in said Contract.

 Director of Finance
 City Contract Number: _____

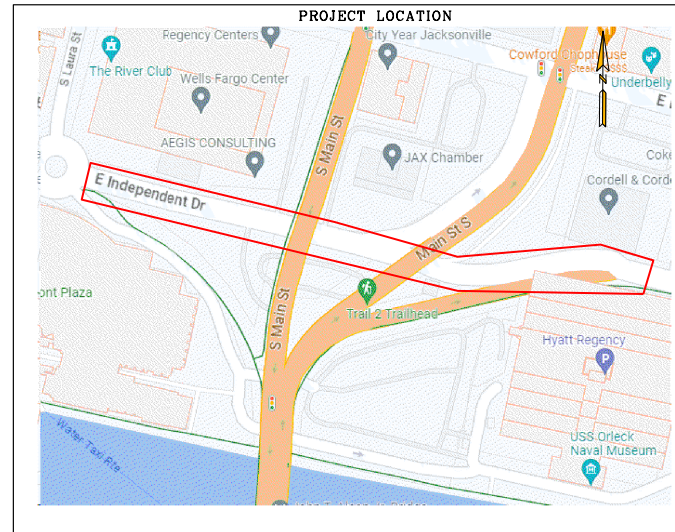
Exhibit A
Property Legal Description

A PART OF THE Z. HOGAN'S GRANT, SECTION 39, TOWNSHIP 2 SOUTH, RANGE 26 EAST, DUVAL COUNTY, FLORIDA. SAID PARCELS BEING ANY AND ALL OF THE LANDS BEING BOUNDED ON THE NORTH BY THE NORTHERLY RIGHT OF WAY LINE OF INDEPENDENT DRIVE (ALSO KNOWN AS WATER STREET A VARIABLE WIDTH RIGHT OF WAY) , BEING BOUNDED ON THE WEST BY THE WESTERLY RIGHT OF WAY LINE HOGAN STREET (A 70 FOOT RIGHT OF WAY); BOUNDED ON THE EAST BY THE WESTERLY BOUNDARY OF LANDS DESCRIBED AND RECORDED AS: DANIEL BUILDING PARCEL IN THAT WARRANTY DEED DATED FEBRUARY 4, 1999, RECORDED IN OFFICIAL RECORDS BOOK 9195 PAGE 324 AT PAGES 327 AND 328, OF THE CURRENT PUBLIC RECORDS OF DUY AL COUNTY, FLORIDA, ALSO BOUNDED ON THE EAST BY THE EASTERLY TERMINATION OF THE CLOSURE OF COASTLINE DRIVE (A VARIABLE WIDTH RIGHT OF WAY) AS DESCRIBED IN THE ROAD CLOSURE IN ORDINANCE 83-1259-732, RECORDED IN OFFICIAL RECORDS VOLUME 5899, PAGE 471 ALL OF SAID CURRENT PUBLIC RECORDS; AND BOUNDED ON THE SOUTH BY THE CHANNEL OF THE ST. JOHN'S RIVER.

Exhibit B
Utility Relocation Plans and Specifications

INDEPENDENT DRIVE DUCTBANK PROJECT

RIVERFRONT PLAZA RELOCATION



VICINITY MAP
N.T.S.



**225 N. PEARL ST.
JACKSONVILLE, FLORIDA 32202-3139**

ENGINEER/PROJECT MANAGER

ENGINEER : BELANGER
PHONE : (904) 665-6583
CELL : (904) 447-9490
EMAIL : belasf@jea.com
WEBSITE : <https://www.jea.com>

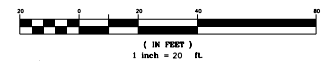
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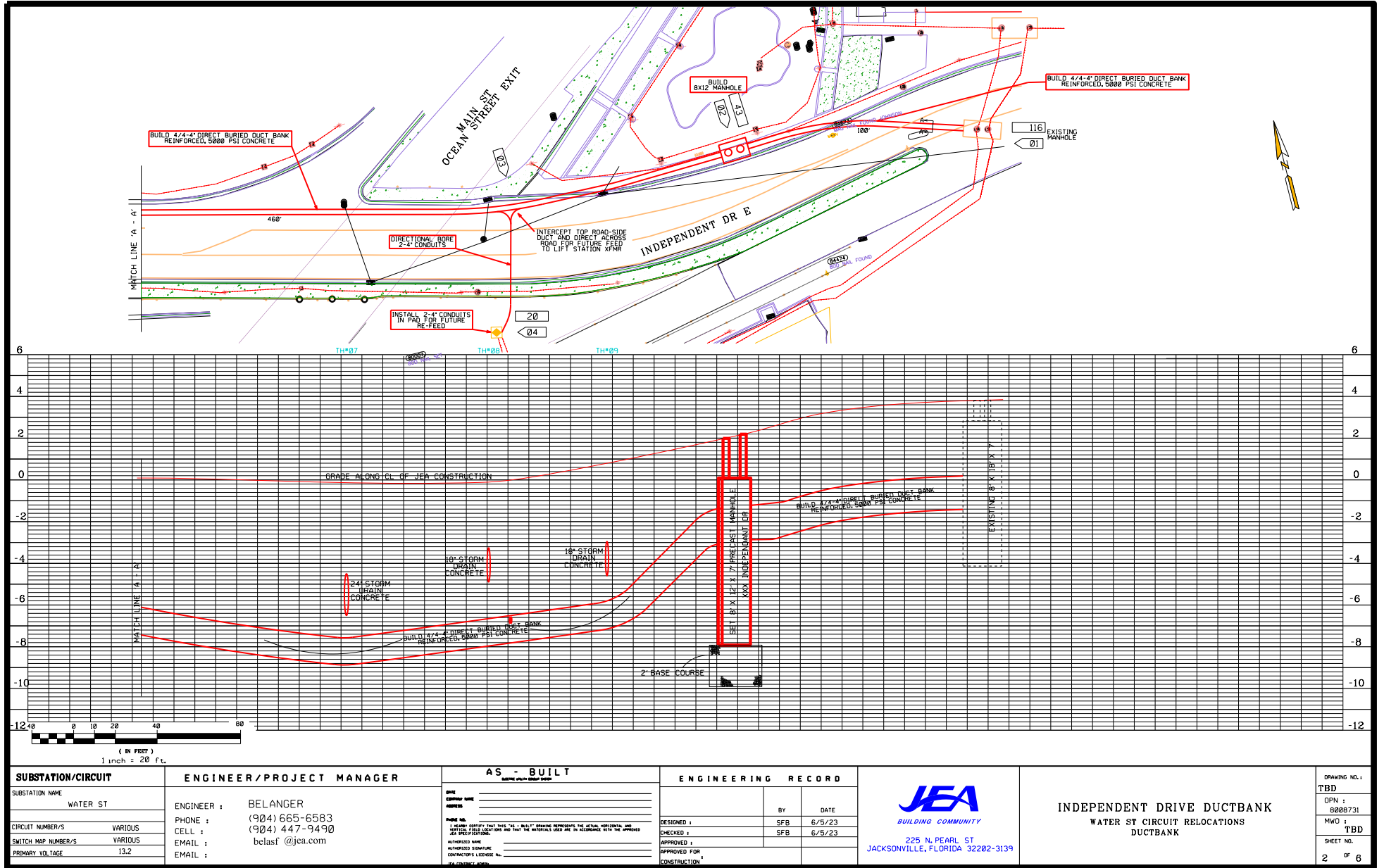
MWO : tbd

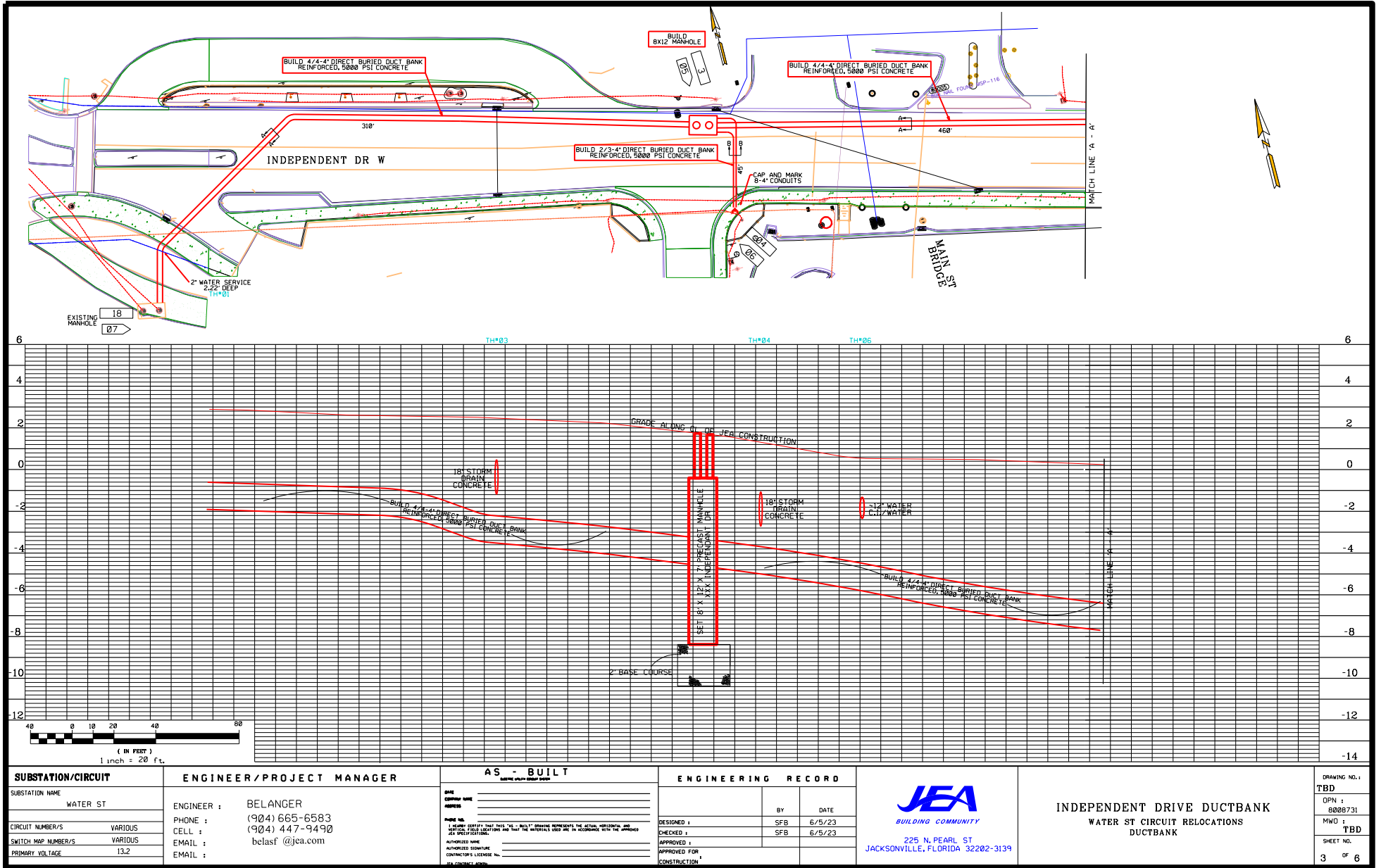
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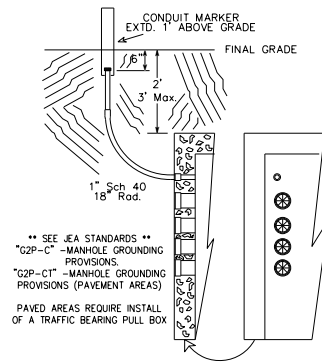
SHEET NO. 1 OF 6

GRAPHIC SCALE

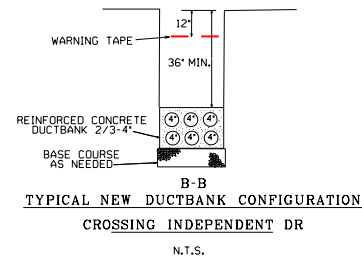
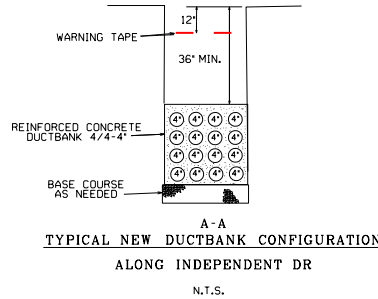








TYPICAL JEA CONCRETE MAN HOLE
INSTALLATION DETAIL

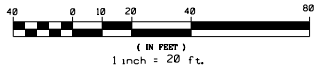



CONDUIT NOTES

1. SCHEDULE-40 PVC CONDUIT W/
COUPLING OR BELLED END,
CHAMFERED 40-DEGREES ON
NON-BELL END.
2. SCHEDULE-40 PVC ELBOW REQ. W/
INTEGRAL BELL END:
2" 90-DEGREE - 48" SWEEP-RADIUS
2" 45-DEGREE - 36" SWEEP-RADIUS
3" 90-DEGREE - 36" SWEEP-RADIUS
3" 45-DEGREE - 36" SWEEP-RADIUS
4" 90-DEGREE - 36" SWEEP-RADIUS
4" 45-DEGREE - 36" SWEEP-RADIUS
3. SEE JEA STANDARDS & MASTER
MATERIAL CATALOG AT JEA.COM
(<http://www.jea.com/business/services/contractor/standards.asp>) FOR
CONSTRUCTION STANDARDS &
APPROVED MANUFACTURERS.

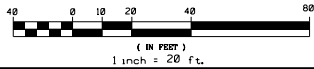
CONSTRUCTION NOTES:

1. CONDUIT INSTALLATION CONTRACTOR SHALL
BE CERTIFIED OR REGISTERED AS REQUIRED
UNDER CURRENT FLORIDA STATUTE & APPROVED
BY JEA.
2. THE PROJECT SHOULD BE SURVEYED FOR JEA
EASEMENTS/EQUIPMENT LOCATIONS AND GRADE
SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT
OF CONDUIT SYSTEM INSTALLATION.
3. JEA INSPECTORS MAY INSPECT ALL CONSTRUCTION,
INSTALLATIONS AND MATERIALS AS NECESSARY.
CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR THE
PROPER INSTALLATION OF THE CONDUIT SYSTEM.
4. ANY CHANGES TO THE CONDUIT SYSTEM SHALL BE
APPROVED BY THE ENGINEER.
5. APPROVED AS-BUILT DRAWINGS MUST BE SUBMITTED TO JEA
UPON PROJECT COMPLETION
6. MAINTAIN 1'-0" MINIMUM CLEARANCE WHEN CROSSING STORM DRAINS



SUBSTATION/CIRCUIT		ENGINEER/PROJECT MANAGER		AS - BUILT		ENGINEERING RECORD			<div><div>INDEPENDENT DRIVE DUCTBANK WATER ST CIRCUIT RELOCATIONS DETAILS</div><div>225 N. PEARL ST JACKSONVILLE, FLORIDA 32202-3139</div></div>		DRAWING NO.:			
SUBSTATION NAME		ENGINEER :		DATE		BY					TBD			
WATER ST		BELANGER				SFB			6/5/23			OPN : 8088731		
CIRCUIT NUMBER/S		PHONE :		ADDRESS		DESIGNED :						MWO :		
VARIOUS		(904) 665-6583				CHECKED :			SFB			TBD		
SWITCH MAP NUMBER/S		CELL :		PHONE NO.		APPROVED :						SHEET NO.		
VARIOUS		(904) 447-9490		I. REVIEW CERTIFY THAT THIS "AS-BUILT" DRAWING REPRESENTS THE ACTUAL INSTALLATION AND MATERIAL FIELD LOCATIONS AND THAT THE MATERIALS USED ARE IN ACCORDANCE WITH THE APPROVED JEA SPECIFICATIONS.		CONSTRUCTION						4		
PRIMARY VOLTAGE		EMAIL :		AUTHORIZED NAME								OF		
13.2		belasf@jea.com		AUTHORIZED SIGNATURE								6		
				CONTRACTOR'S LICENSE NO.										
				JEA CONTRACT NO.										

ELECTRIC GRID ENGINEERING	ELECTRIC GRID ENGINEERING
<p>CUSTOMER/LOCATION: <u>43 INDEPENDENT DR E</u> SVC CENTER: _____</p> <p>SUB-STA.: _____ CIR. NO.: _____ OPN: _____ MWO: _____</p>	<p>CUSTOMER/LOCATION: <u>3 INDEPENDENT DR W</u> SVC CENTER: _____</p> <p>SUB-STA.: _____ CIR. NO.: _____ OPN: _____ MWO: _____</p>
<p>ENGINEER: BELANGER PHONE NO. 665-6583 CELL NO: 446-0303 DATE REL CONST: _____</p> <p>CONST. COMPLETED BY: _____ DATE: _____ AS-BUILT RECEIVED: _____</p>	<p>ENGINEER: BELANGER PHONE NO. 665-6583 CELL NO: 446-0303 DATE REL CONST: _____</p> <p>CONST. COMPLETED BY: _____ DATE: _____ AS-BUILT RECEIVED: _____</p>



SUBSTATION/CIRCUIT	ENGINEER/PROJECT MANAGER	AS - BUILT	ENGINEERING RECORD	JEA	INDEPENDENT DRIVE DUCTBANK WATER ST CIRCUIT RELOCATIONS PROPOSED MANHOLE DETAILS	DRAWING NO.: TBD
SUBSTATION NAME: WATER ST	ENGINEER : BELANGER PHONE : (904) 665-6583 CELL : (904) 447-9490 EMAIL : belasf@jea.com	DATE: _____ DRAWN BY: _____ CHECKED: _____ APPROVED: _____ CONTRACTOR'S LICENSE NO.: _____	DESIGNED : _____ BY: SFB DATE: 6/5/23 CHECKED : _____ BY: SFB DATE: 6/5/23 APPROVED : _____ CONSTRUCTION : _____	<p>JEA BUILDING COMMUNITY</p> <p>225 N. PEARL ST JACKSONVILLE, FLORIDA 32202-3139</p>		OPN : 8008731 MWO : TBD SHEET NO.: 5 OF 6

MANHATTAN ADDRESS: Independent Dr. w/ Rte (Garid 33)

DATE: 7-19-17 6/4/18

SURVEYED BY: D. Korp & M. Barlowe

NO. RINGS/COVERS: 2 SIZE: 35"

INDICATE BANK OPT SET DIMENSION FROM SIDE WALL & ROOF
IDENTIFY CABLES WITH CODE/NOTES AS BELOW OR AS REQUIRED
ON DATA SHEET INDICATING SIZE, TYPE, CIRCUIT, SPlice, ETC.

SPARE DUCT NO STRING
SPARE DUCT W/PULL LINE
DUCT WITH KNOCK OUT
AFC CABLE
3-500 KCM & 300 N
3-500 KCM (POLY)
3-350 KCM & 300 N
3-350 KCM (LEAD)
300 KCM NEUTRAL
TRAFFIC SIGNAL CABLES
STREET LIGHTING CABLES
PRIMARY CIRCUIT NUMBER
PRIMARY 3/4"-1/2"
SECONDARY SERVICE

FOR FIBER OPTIC CABLES
MARK FIBER DUCTS & Gue Configuration
SHOW CABLE ROUTING SPACES, SLACK BAGS
RECORD FIBER JACKET DATA & TAGS.

(F) FIBER, w/NEUTRAL
(F) FIBER, 2-WAY INNERDUCT (1,2-1,2,3,4,5)
(F) FIBER, NO INNERDUCT
(F) FIBER TO ADJACENT SEA FIBER M.H.
(F) FIBER TO ADJACENT VENDOR FIBER M.H.
— FIBER OPTICS SPlice

ALL
DUCTS ARE 1.5
UNLESS NOTED

CONX
PRI-
SEC-
FIB-

INDICATE LAYER INKOS

RING & COVER	2	3
BROOK LAYERS	5	16
EXT. RING	1/2"	1/2"
ROOF THICKNESS	1	1/2"


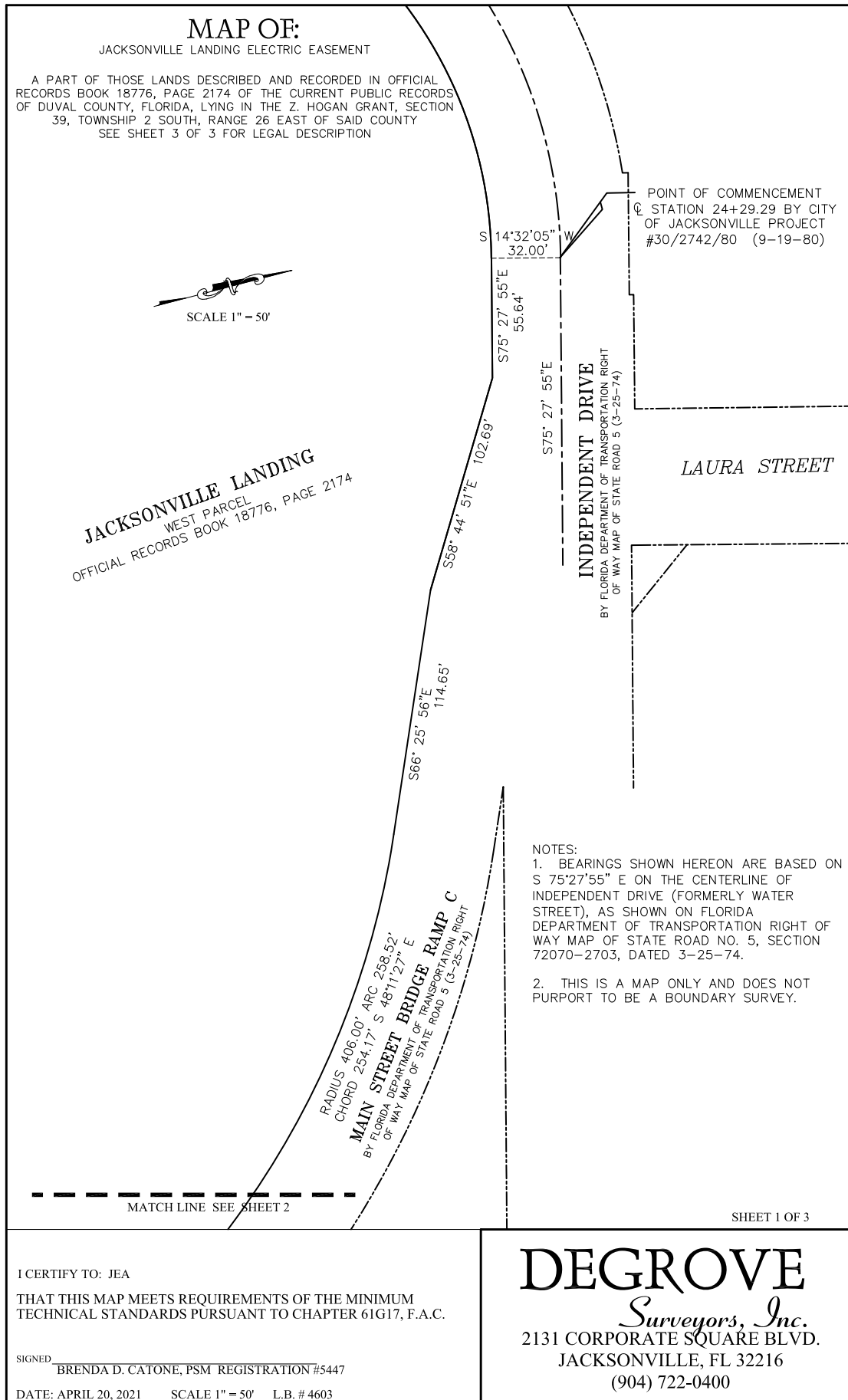
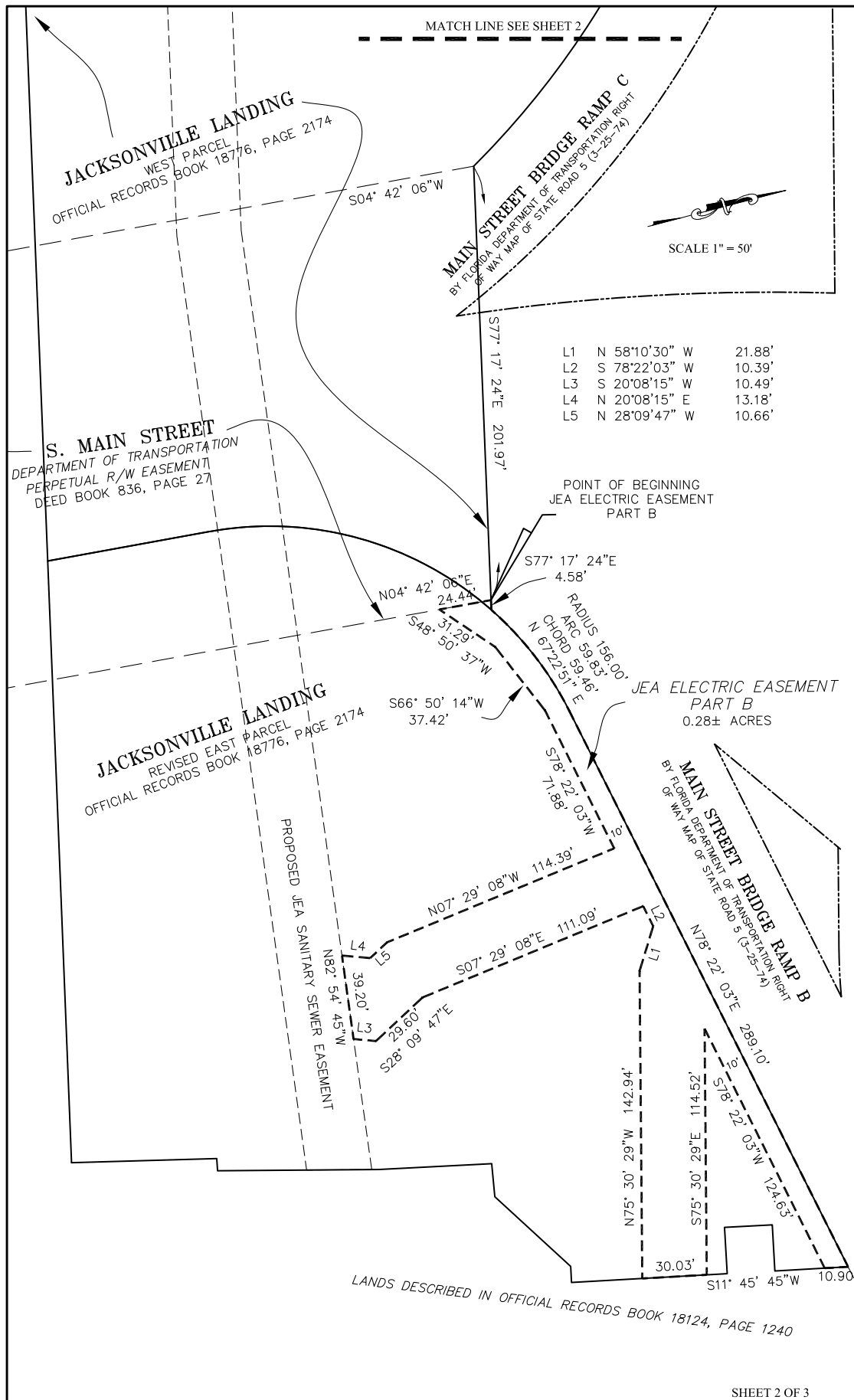
SUBSTATION/CIRCUIT SUBSTATION NAME WATER ST		ENGINEER/PROJECT MANAGER ENGINEER : BELANGER PHONE : (904) 665-6583 CELL : (904) 447-9490 EMAIL : belasf@jca.com		AS - BUILT DATE DRAWING NAME OWNER PROJECT NO. PROJECT NAME AUTHORIZED NAME AUTHORIZED SIGNATURE CONTRACTOR'S LICENSE NO. CONTRACTOR'S LICENSE		ENGINEERING RECORD DESIGNED : SFB 6/5/23 CHECKED : SFB 6/5/23 APPROVED : APPROVED SIGNATURE CONSTRUCTION		 225 N. PEARL ST. JACKSONVILLE, FLORIDA 32202-3139		INDEPENDENT DRIVE DUCTBANK WATER ST CIRCUIT RELOCATIONS EXISTING MANHOLE DETAILS		DRAWING NO.: TBD OPN : 8008731 MW0 : TBD SHEET NO. 6 OF 6	
--	--	---	--	--	--	--	--	---	--	---	--	--	--

Exhibit C
Utility Easements



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB #2024184, 2021059



SHEET 2 OF 3

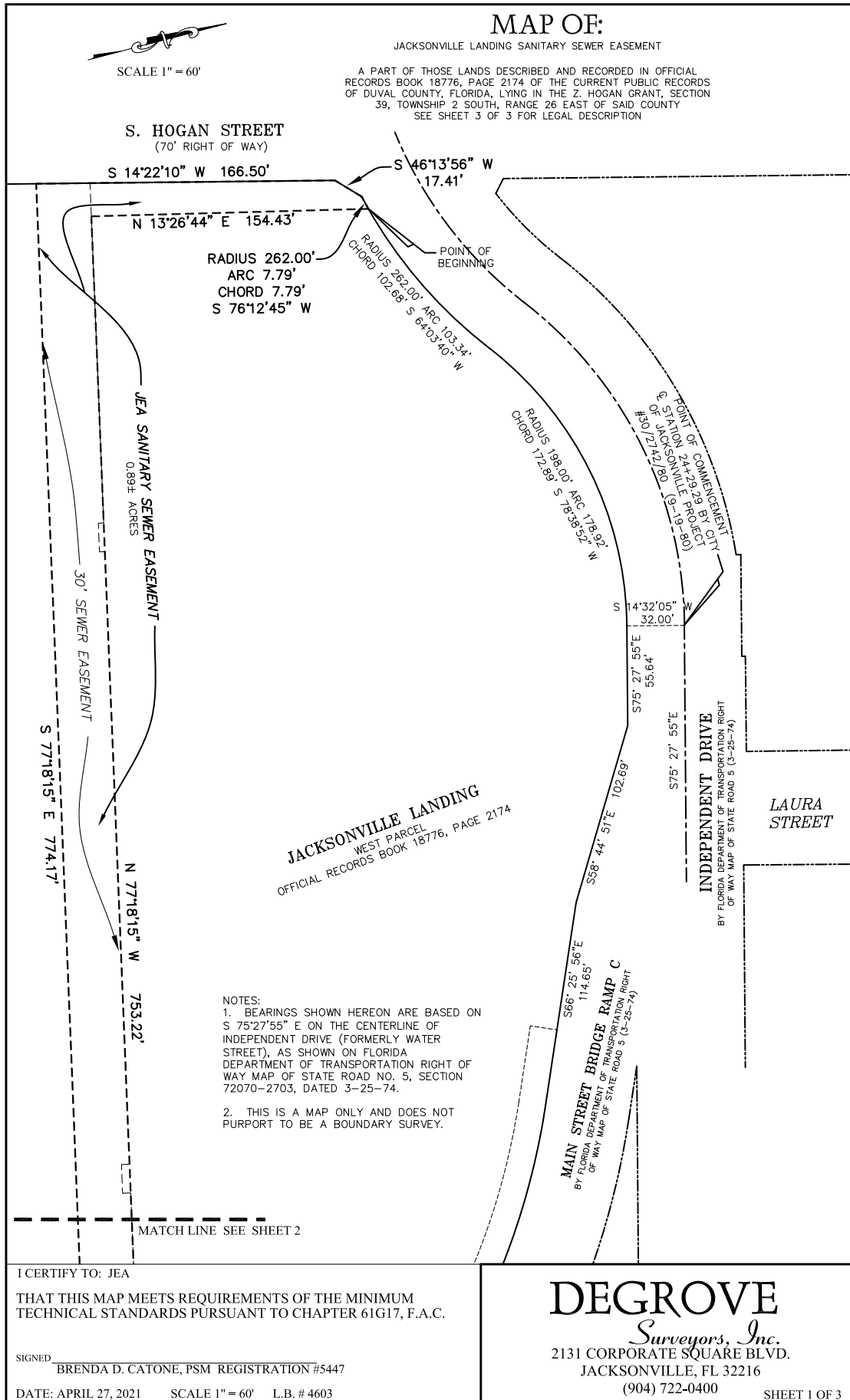
JACKSONVILLE LANDING ELECTRIC EASEMENT

A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 18776, PAGE 2174 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, LYING IN THE Z. HOGAN GRANT, SECTION 39, TOWNSHIP 2 SOUTH, RANGE 26 EAST OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART B

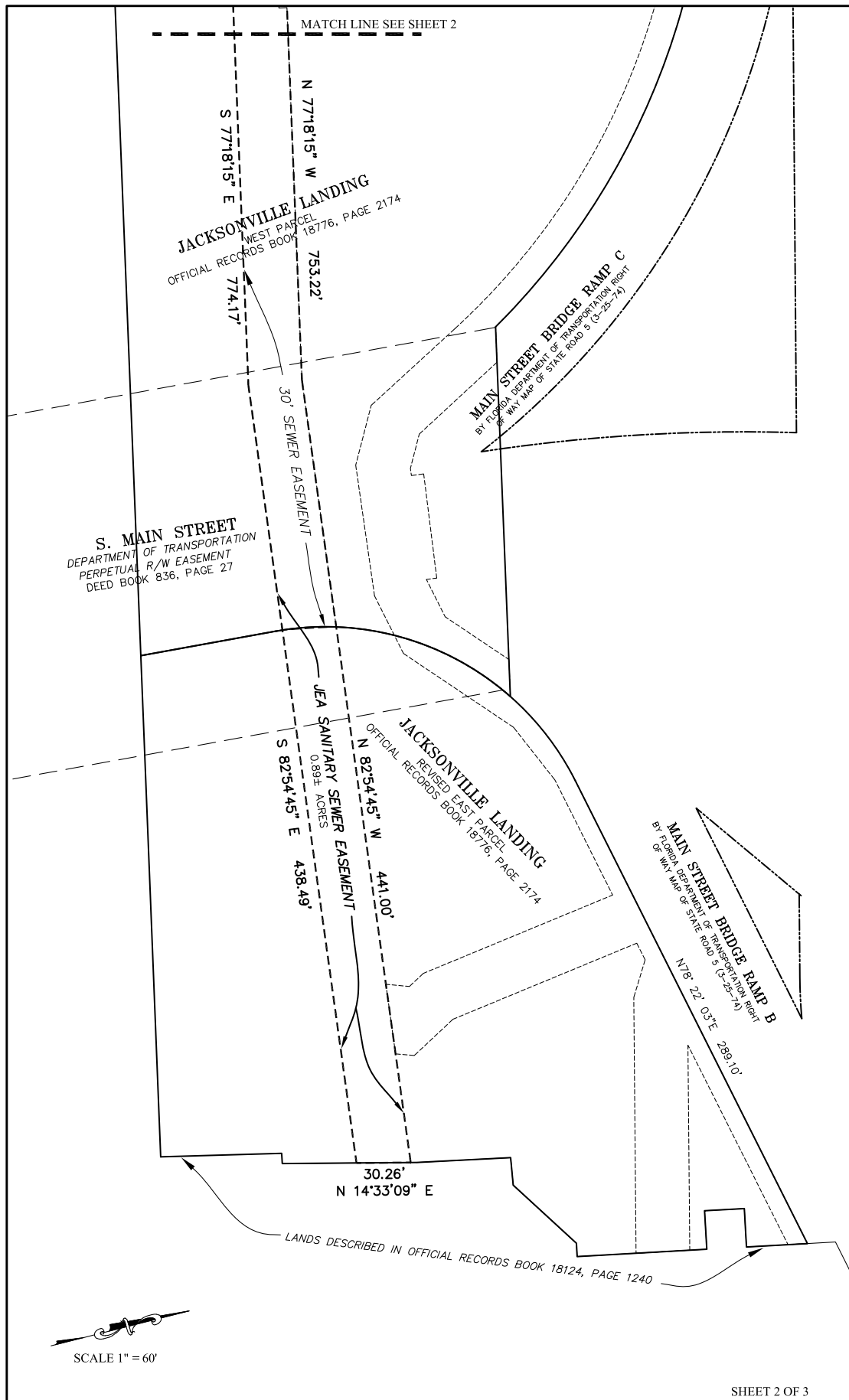
COMMENCE AT INDEPENDENT DRIVE (AS RELOCATED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION PLAN 72070 SECTION 2703, SHEET 1) CENTERLINE STATION 24+29.29 AS SHOWN ON CITY OF JACKSONVILLE DEPARTMENT OF PUBLIC WORKS MAP OF THE PROPOSED CONVENTION CENTER (PROJECT NO. 30/2742/80, FILE NO. 6199, DATED SEPTEMBER 19, 1980); THENCE SOUTH 14 DEGREES 32 MINUTES 05 SECONDS WEST, 32.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID INDEPENDENT DRIVE; THENCE SOUTH 75 DEGREES 27 MINUTES 55 SECONDS EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF INDEPENDENT DRIVE, 55.64 FEET; THENCE SOUTHEASTERLY, ALONG THE SOUTHWESTERLY RIGHT OF WAY LINE OF RAMP "C" OF THE MAIN STREET BRIDGE, AS SHOWN ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 5, DATED MARCH 25, 1974, THE FOLLOWING TWO COURSES; COURSE NO. 1) SOUTH 58 DEGREES 44 MINUTES 51 SECONDS EAST, 102.69 FEET; COURSE NO. 2) SOUTH 66 DEGREES 25 MINUTES 56 SECONDS EAST, 114.65 FEET TO THE TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 406.00 FEET; THENCE SOUTHEASTERLY, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, 258.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 48 DEGREES 11 MINUTES 27 SECONDS EAST, 254.17 FEET TO A POINT ON SAID CURVE; THENCE SOUTH 77 DEGREES 17 MINUTES 24 SECONDS EAST, LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE, AND ALONG A NORTHERLY LINE OF "WEST PARCEL" AS DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS BOOK 18776, PAGE 2174, 201.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 77 DEGREES 17 MINUTES 24 SECONDS EAST, ALONG LAST SAID LINE, 4.58 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY RIGHT OF WAY LINE OF RAMP "B" AS SHOWN ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 5, SAID POINT LYING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 156.00 FEET; THENCE NORTHEASTERLY, ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 59.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 67 DEGREES 22 MINUTES 51 SECONDS EAST, 59.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 78 DEGREES 22 MINUTES 03 SECONDS EAST, CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE, 289.10 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 18124, PAGE 1240 OF SAID PUBLIC RECORDS; THENCE SOUTH 11 DEGREES 45 MINUTES 45 SECONDS WEST, ALONG SAID WESTERLY LINE, 10.90 FEET; THENCE SOUTH 78 DEGREES 22 MINUTES 03 SECONDS WEST, LEAVING SAID WESTERLY LINE AND ALONG A LINE PARALLEL WITH AND LYING 10.00 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHEASTERLY RIGHT OF WAY LINE OF RAMP "B", 124.63 FEET; THENCE SOUTH 75 DEGREES 30 MINUTES 29 SECONDS EAST, 114.52 FEET TO SAID WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 18124, PAGE 1240; THENCE SOUTH 11 DEGREES 45 MINUTES 45 SECONDS WEST, ALONG SAID WESTERLY LINE, 30.03 FEET; THENCE NORTH 75 DEGREES 30 MINUTES 29 SECONDS WEST, 142.94 FEET; THENCE NORTH 58 DEGREES 10 MINUTES 30 SECONDS WEST, 21.88 FEET; THENCE SOUTH 78 DEGREES 22 MINUTES 03 SECONDS WEST, ALONG A LINE PARALLEL WITH AND LYING 10.00 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHEASTERLY RIGHT OF WAY LINE OF RAMP "B", 10.39 FEET; THENCE SOUTH 07 DEGREES 29 MINUTES 08 SECONDS EAST, 111.09 FEET; THENCE SOUTH 28 DEGREES 09 MINUTES 47 SECONDS EAST, 29.60 FEET; THENCE SOUTH 20 DEGREES 08 MINUTES 15 SECONDS WEST, 10.49 FEET TO THE NORTHERLY LINE OF A PROPOSED JEA SANITARY SEWER EASEMENT; THENCE NORTH 82 DEGREES 54 MINUTES 45 SECONDS WEST, ALONG SAID NORTHERLY LINE, 39.20 FEET; THENCE NORTH 20 DEGREES 08 MINUTES 15 SECONDS EAST, LEAVING SAID NORTHERLY LINE, 13.18 FEET; THENCE NORTH 28 DEGREES 09 MINUTES 47 SECONDS WEST, 10.66 FEET; NORTH 07 DEGREES 29 MINUTES 08 SECONDS WEST, 114.39 FEET; THENCE SOUTH 78 DEGREES 22 MINUTES 03 SECONDS WEST, ALONG A LINE PARALLEL WITH AND LYING 10.00 FEET SOUTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO SAID SOUTHEASTERLY RIGHT OF WAY LINE OF RAMP "B", 71.88 FEET; THENCE SOUTH 66 DEGREES 50 MINUTES 14 SECONDS WEST, 37.42 FEET; THENCE SOUTH 48 DEGREES 50 MINUTES 37 SECONDS WEST, 31.29 FEET TO THE SOUTHERLY LINE OF SOUTH MAIN STREET DEPARTMENT OF TRANSPORTATION PERPETUAL RIGHT OF WAY EASEMENT AS DESCRIBED AND RECORDED IN DEED BOOK 836, PAGE 27 OF SAID PUBLIC RECORDS; THENCE NORTH 04 DEGREES 42 MINUTES 06 SECONDS EAST, ALONG LAST SAID LINE, 24.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.28 ACRES MORE OR LESS.



NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB #2021059

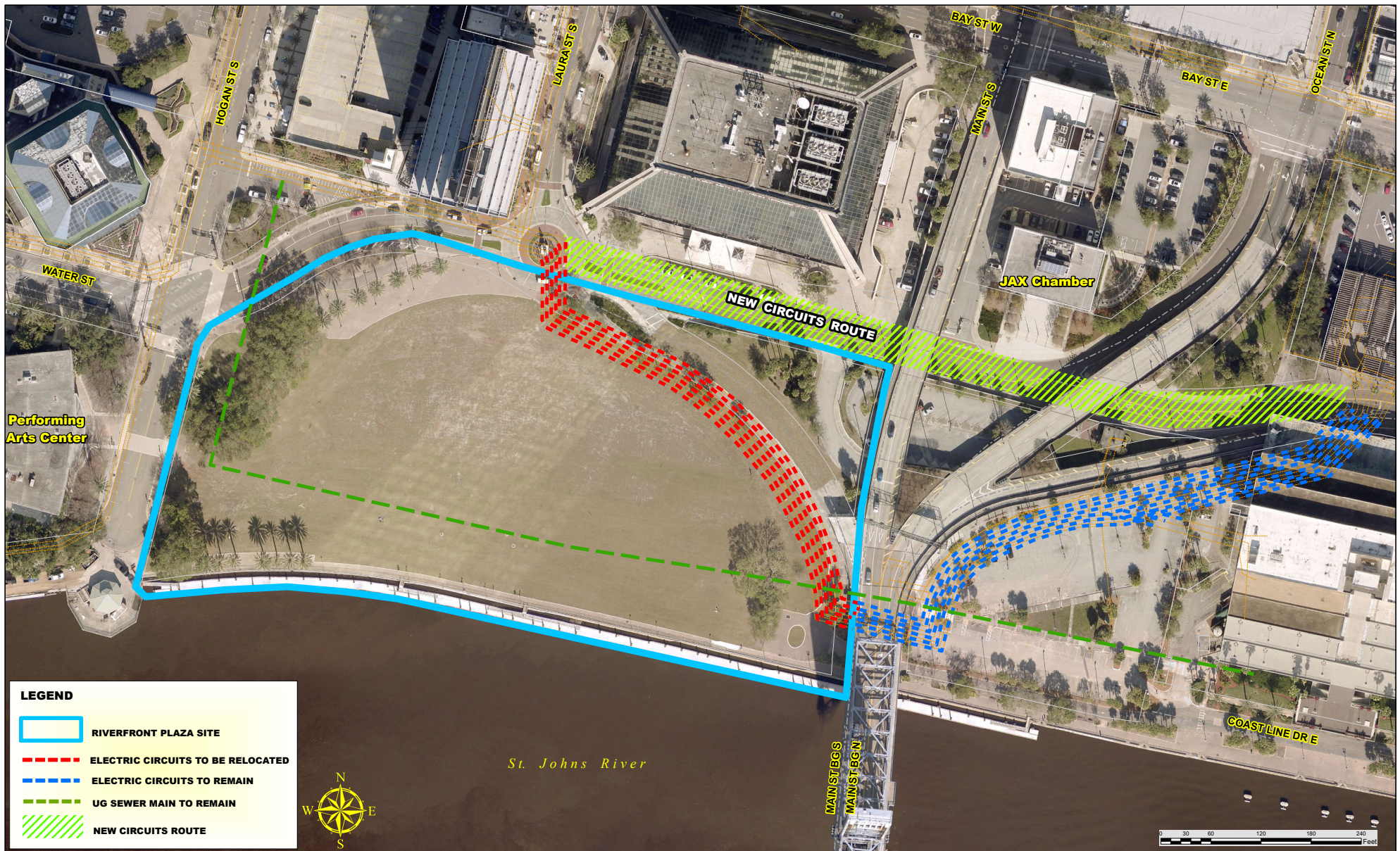


JACKSONVILLE LANDING SANITARY SEWER EASEMENT

A PART OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 18776, PAGE 2174 OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, LYING IN THE Z. HOGAN GRANT, SECTION 39, TOWNSHIP 2 SOUTH, RANGE 26 EAST OF SAID COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT INDEPENDENT DRIVE (AS RELOCATED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION PLAN 72070 SECTION 2703, SHEET 1) CENTERLINE STATION 24+29.29 AS SHOWN ON CITY OF JACKSONVILLE DEPARTMENT OF PUBLIC WORKS MAP OF THE PROPOSED CONVENTION CENTER (PROJECT NO. 30/2742/80, FILE NO. 6199, DATED SEPTEMBER 19, 1980); THENCE SOUTH 14 DEGREES 32 MINUTES 05 SECONDS WEST, 32.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID INDEPENDENT DRIVE, SAID POINT LYING ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 198.00 FEET; THENCE SOUTHWESTERLY, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF INDEPENDENT DRIVE AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 178.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 78 DEGREES 38 MINUTES 52 SECONDS WEST, 172.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 262.00 FEET; THENCE SOUTHWESTERLY, CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 103.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 64 DEGREES 03 MINUTES 40 SECONDS WEST, 102.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 7.79 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 76 DEGREES 12 MINUTES 45 SECONDS WEST, 7.79 FEET; THENCE SOUTH 46 DEGREES 13 MINUTES 56 SECONDS WEST, CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF INDEPENDENT DRIVE, 17.41 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HOGAN STREET (A 70 FOOT RIGHT OF WAY AS NOW ESTABLISHED); THENCE SOUTH 14 DEGREES 22 MINUTES 10 SECONDS WEST, ALONG SAID EASTERLY RIGHT OF WAY LINE, 166.50 FEET TO THE SOUTHWEST CORNER OF THAT 30 FOOT SEWER EASEMENT DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 18776, PAGE 2174 OF SAID PUBLIC RECORDS; THENCE SOUTH 77 DEGREES 18 MINUTES 15 SECONDS EAST, LEAVING SAID EASTERLY RIGHT OF WAY LINE AND ALONG THE SOUTHERLY LINE OF SAID 30 FOOT SEWER EASEMENT, 774.17 FEET TO AN ANGLE POINT IN SAID SOUTHERLY LINE; THENCE SOUTH 82 DEGREES 54 MINUTES 45 SECONDS EAST, CONTINUING ALONG SAID SOUTHERLY LINE, AND ITS EASTERLY PROJECTION, 438.49 FEET TO THE WEST LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 18124, PAGE 1240; THENCE NORTH 14 DEGREES 33 MINUTES 09 SECONDS EAST, ALONG SAID WEST LINE, 30.26 FEET; THENCE NORTH 82 DEGREES 54 MINUTES 45 SECONDS WEST, ALONG THE EASTERLY PROJECTION OF THE NORTHERLY LINE OF SAID 30 FOOT SEWER EASEMENT, AND ALONG SAID NORTHERLY LINE, 441.00 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE NORTH 77 DEGREES 18 MINUTES 15 SECONDS WEST, CONTINUING ALONG SAID NORTHERLY LINE, 753.22 FEET; THENCE NORTH 13 DEGREES 26 MINUTES 44 SECONDS EAST, LEAVING SAID NORTHERLY LINE, 154.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.89 ACRES MORE OR LESS.

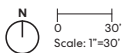


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RIVERFRONT PLAZA SITE - JEA UG ASSETS RELOCATION



Riverfront Plaza Plan



JEA Board Agenda

MEMORANDUM**FY25 Internal Audit Plan**

Board Meeting Date: October 29, 2024

Outcome:

☐

INFORMATION ONLY

☒

ACTION

☐

FUTURE BOARD CONSIDERATION

If Action, Provide a Recommended Motion:

Staff requests the Board approve the proposed Annual Internal Audit Plan and adopt Resolution 2024-61

Consent Agenda Item:

☐

Yes

☒

No

Presenter:

Lee Montanez, Director, Internal Audit & Enterprise Risk

Chief:

Jody Brooks, Chief Administrative Officer

Strategic Focus Area:

☐
DEVELOPING AN
UNBEATABLE TEAM
☒
DELIVERING BUSINESS
EXCELLENCE
☐
EARNING CUSTOMER
LOYALTYBackground
Information &
Analysis:

Discussion of the process and selection of audits for FY25.

Financial
Impact:

N/A

Committee/Board Meeting/Workshop & Date Presented:

N/A

Appendix: *List appendix items provided*Resolution 2024-61
Internal Audit and Enterprise Risk Strategy and Plan, FY2025

**BOARD RESOLUTION: 2024-61**

October 29, 2024

**A RESOLUTION BY THE BOARD APPROVING THE ANNUAL
INTERNAL AUDIT PLAN FOR FISCAL YEAR 2025**

WHEREAS, JEA's Audit Services provides independent and objective assurance and consulting services designed to add value to JEA's operations by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of internal control, compliance, and governance processes; and

WHEREAS, JEA's Audit Services adheres to the Institute of Internal Auditors (IIA) International Standards for the Professional Practice of Internal Auditing, which require the approval of the Annual Internal Audit Plan; and

WHEREAS, approval of the Annual Internal Audit Plan (i) demonstrates that the Board has reviewed, and is in agreement with, the Annual Internal Audit Plan and (ii) allows Audit Services to be in compliance with IIA standards; and

WHEREAS, Staff requests that the Board approve the proposed Annual Internal Audit Plan.

BE IT RESOLVED by the JEA Board of Directors that:

1. The recitals stated above are hereby incorporated into and made part of this Resolution, and such recitals shall serve as findings of fact.
2. The Board hereby approves the Annual Internal Audit Plan in substantially the form and format attached hereto.
3. To the extent that there are any typographical, administrative, and/or scrivener's errors contained herein that do not change to tone, tenor or purpose of this Resolution, then such errors may be corrected with no further action required by the Board.
4. This Resolution shall be effective upon approval by the Board.

Dated this 29th day of October 29, 2024.

 JEA Board Chair

 JEA Acting Board Secretary

Form Approved by

 Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

JEA Board Agenda

MEMORANDUM**Board By-Laws and Policy Manual**

Board Meeting Date: October 29, 2024

 Outcome: ☐ INFORMATION ONLY ☒ ACTION ☐ FUTURE BOARD CONSIDERATION

If Action, Provide a Recommended Motion:

Finance, Governance, & Audit Committee Meeting Recommended Motion:

Motion recommending approval and adoption of the Board's Bylaws and Policy Manual, as amended, and authorize the documents to be separated into two distinct documents to be administratively maintained as one document.

Board of Directors Meeting Recommended Motion:

Motion to Adopt Resolution 2024-68, approving and adopting the Board's Bylaws and Policy Manual, as amended, and authorizing the documents to be separated into two distinct documents to be administratively maintained as one document.

 Consent Agenda Item: ☐ Yes ☒ No

Presenter: Regina Ross, Chief Legal Officer, Office of General Counsel

Chief: Jody Brooks, Chief Administrative Officer

 Strategic Focus Area: ☐ DEVELOPING AN UNBEATABLE TEAM ☒ DELIVERING BUSINESS EXCELLENCE ☐ EARNING CUSTOMER LOYALTY

Background Information & Analysis:

In accordance with Section 21.03 of the JEA Charter, the Board is required to annually review and update its governing documents. Accordingly, attached for the Board's review and consideration is a proposed copy of the revised Board Bylaws and Policy Manual.

Financial Impact: N/A

Committee/Board Meeting/Workshop & Date Presented:

August 27, 2024 JEA Board Meeting
 September 24, 2024 JEA Board Meeting
 October 24, 2024 Finance, Governance, & Audit Committee Meeting

Appendix:

Resolution 2024-68: Board By-Laws and Policy Manual
 Redlined Draft of the Board By-Laws and Policy Manual
 Clean Version of Proposed Board By-Laws and Policy Manual



BOARD RESOLUTION: 2024-68

October 29, 2024

A RESOLUTION OF THE JEA BOARD OF DIRECTORS APPROVING REVISIONS TO THE JEA BY-LAWS AND THE JEA BOARD POLICY MANUAL; ADOPTING SUCH BY-LAWS AND POLICY MANUAL AS AMENDED; DIRECTING THE BOARD SERVICES MANAGER TO POST THE EACH DOCUMENT ON JEA'S WEBSITE IN A CONSPICUOUS MANNER; PROVIDING FOR THE CORRECTION OF ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in accordance with Section 21.03, Article 21 of the City of Jacksonville Charter (JEA Charter), the JEA Board of Directors (Board) is required to annually review and update its governing documents, including its By-Laws and the Board Policy Manual; and

WHEREAS, such governing documents (as amended) shall be posted on JEA's website in a conspicuous manner for the public to view; and

WHEREAS, on October 24, 2024, the Finance, Governance, and Audit Committee (Committee) reviewed, discussed and proposed revisions to the By-Laws and Board Policy Manual as reflected in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, to efficiently facilitate financial transactions, the Committee further proposed that the revised By-Laws and Board Policy Manual be separated into two distinct documents, but administratively maintained as one document; and

WHEREAS, the Committee affirmatively voted to recommend that the Board approve the Bylaws and Board Policy Manual, subject to the revisions described herein; and

WHEREAS, the Board has reviewed the proposed revisions to the Bylaws and Board Policy Manual and determined that accepting the Committee's recommendation best serves interests of JEA.

NOW THEREFORE, BE IT RESOLVED by the Board that:

1. The above recitals are incorporated into the body of this Resolution and are adopted as findings of fact.
2. The Board accepts the Committee's recommendation and hereby approves and adopts the By-Laws and Board Policy Manual (as amended) in substantially the same form and format as provided in Exhibit A. The Board further approves separating the By-Laws and Board Policy Manual into two distinct documents to be administratively maintained as one document.
3. The Board Services Manager is directed to post the amended By-Laws and Board Policy Manual on JEA's website in a conspicuous manner.
4. To the extent that there are any typographical, administrative, and/or scrivener's errors contained in this Resolution or in Exhibit A, then such errors may be corrected with no further action required by the Board.
5. This Resolution shall be effective upon approval by the Board.

Dated this 29th day of October, 2024

JEA Board Chair

JEA Acting Board Secretary

Form Approved by

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

JEA Board Policy Manual



JEA Board Policy Manual

Adopted by the JEA Board on this 29th day of October, 2024, in Jacksonville, Florida.

JEA Board Chair

JEA Board Secretary

JEA Board Policy Manual

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JEA Board Policy Manual

POLICY CATEGORY I: BY-LAWS OF JEA

POLICY 1.0

POLICY TITLE: *BY-LAWS OF JEA*

ARTICLE I - JEA OFFICES

The principal office of JEA shall be located in Jacksonville, Florida. Branch offices of JEA may be established at such places as JEA may designate from time to time.

ARTICLE II - MEMBERS OF JEA GOVERNING BODY

Section 1. General Powers. The affairs of JEA shall be managed by the seven-member JEA governing body ("JEA Board") as provided in Article 21, Charter of the City of Jacksonville, as amended ("JEA Charter"), and other applicable laws.

Section 2. Appointment, Number, Term, and Expense Reimbursement. The membership of the JEA Board shall be constituted in number, qualifications, manner of appointment, and term as provided in the JEA Charter. Members of the JEA Board shall not be entitled to pension or other retirement benefits on account of service on the JEA Board, but members shall be entitled to payment or reimbursement for reasonable expenses incurred (e.g., travel expenses) which as prescribed by the City Council by ordinance.

Section 3. Applicable Laws. Members shall be subject to open government and ethics laws, including the provisions of Section 286.012, Florida Statutes, as amended, relating to voting at meetings of JEA, and the provisions of Sections 112.31 through 112.3175, Florida Statutes, as amended, relating to financial disclosure and conflicts of interest. Additionally, members shall be subject to all other relevant and applicable laws and ordinances, including but not limited to, Chapter 286 (Public Business: Miscellaneous Provisions), Florida Statutes, as amended; Chapter 112, Part III (Code of Ethics for Public Officers and Employees), Florida Statutes, as amended; Ch. 119 (Public Records), Florida Statutes, as amended; and Chapter 602 (Jacksonville Code of Ethics), Ordinance Code of the City of Jacksonville, as amended.

Section 4. Office-Holding; Oath. JEA Board membership shall be considered an office and limited by the office holding provisions as provided for under the Florida Constitution. No member shall be eligible to serve as a member while holding another office or being an employee of JEA. Members shall be required to take an oath of office consistent with the oath of office taken by other public officials serving on city boards and commissions.

ARTICLE III - OFFICERS

Section 1. Election; Term. The Officers of the JEA Board shall be a Chair, Vice-Chair, and a Secretary who shall be elected by the members and who shall serve as such officers for one year or until a successor is chosen. No Officer may serve more than two (2) consecutive one-year terms, which shall not include any period served as replacement Officer during the unexpired portion of the predecessor's term. Elections of Officers shall be conducted at a Board meeting before April 1, which may be preceded by a meeting of the Executive Committee as provided in Policy 2.1.9 of the JEA Board Policy Manual. The terms of the newly-elected Officers shall commence on April 1.

Section 2. Vacancies. A vacancy in any Office of the JEA Board because of death, illness, removal or otherwise may be filled by the remaining members for the unexpired term.

Section 3. Chair. The Chair shall preside at all meetings of the JEA Board unless the Chair delegates otherwise. In the event of the Chair's prolonged absence or disability, the Vice-Chair shall exercise all functions of the Chair for a period of up to thirty (30) days. If the Chair's absence or disability has not resolved by the expiration of the thirty-day period, a special election shall be conducted by the JEA Board and a permanent replacement Chair elected for the unexpired portion of the predecessor's term.

JEA Board Policy Manual

POLICY CATEGORY I: BY-LAWS OF JEA

POLICY 1.0

POLICY TITLE: *BY-LAWS OF JEA*

Section 4. Vice-Chair. The Vice-Chair shall perform such duties as are assigned by the Chair in addition to the functions for which the Vice-Chair is responsible under Section 3 above.

Section 5. Secretary. The Secretary has oversight of the procedures used by the JEA Staff to accurately produce Minutes of all Board and Committee meetings and submission for public record. The Secretary shall perform such other duties as from time to time may be assigned by the Chair.

ARTICLE IV - BOARD COMMITTEES

Section 1. Purpose. Board committees are to help the Board accomplish its responsibilities and are not assigned to perform staff functions or make final decisions. Committees ordinarily will assist the Board by preparing policy alternatives and implications for Board deliberation. In keeping with the Board's broader focus, Board committees will normally not have direct dealings with current staff operations unless specifically outlined in committee objectives.

Section 2. Ordinary Committees.

(a) **Standing Committees.** The standing committees of the JEA Board shall be: the Executive Committee; the Finance, Governance, and Audit Committee; the Capital Projects Committee, and the Compensation Committee, as further described in Policy 2.1.9 of the JEA Board Policy Manual. The JEA Board may establish additional standing committees from time to time, which shall be comprised of as many members of the JEA Board as determined by the JEA Board. The Chair shall name one of the committee members as committee chair and one as committee vice-chair. A standing committee shall continue until such time as it is terminated by the JEA Board.

(b) **Special Committees.** The Chair may appoint special committees of the JEA Board from time to time to give particular and exclusive attention to a single subject matter because its technical nature or importance to JEA requires concentrated study. The Chair may specify one or more individuals who are not members of the JEA Board to work with and assist the special committee. The Chair shall name one of the committee members as committee chair and one as committee vice-chair; both positions must be filled by current members of the JEA Board. Unless otherwise specified by the Chair, a special committee shall have a specified period of time within which to study the matter and make its recommendation to the Board and shall dispatch as expeditiously as possible and proper the business assigned to it. Upon earlier of the fulfillment of its function or the expiration of the specified period of time (unless extended by the Chair), the committee shall be terminated with no further formal action required.

Section 3. Term of Committee Members. Each member of a committee shall serve until the expiration of his/her term of office as a JEA Board member, until that member's successor on the committee is appointed and has accepted such appointment, until the committee is terminated or dissolved, or, in the case of a special committee, has expired or fulfilled its function.

Section 4. Powers of the Committee and the Committee Chair. The committee chair, or vice-chair in the absence of the chair, shall have the power and authority to call meetings of the committee upon reasonable verbal or written notice to the members, and to set the date, time and place of such meetings. This function may also be performed by a majority of the remaining members of the committee upon inaction by the chair. A committee secretary may be designated by the committee chair. A committee may submit reports to the Chair and members of the JEA Board in writing as determined by the committee chair. Committee reports shall contain both majority and minority reports of committee members. A committee may by motion recommend to the JEA Board that action be taken on matters under consideration by the committee. Matters under consideration by the committee may include resolutions or other proposed actions presented to the committee by the JEA Managing Director.

JEA Board Policy Manual

POLICY CATEGORY I: BY-LAWS OF JEA

POLICY 1.0

POLICY TITLE: *BY-LAWS OF JEA*

Section 6. Committee Vacancies. The Chair of the JEA Board shall fill vacancies in the membership of any committee. Should the Chair of the JEA Board fail to fill a vacancy within a reasonable length of time after such a vacancy occurs, then such vacancy may be filled by a majority of the members of the JEA Board acting in any regular or special meeting.

Section 7. Conduct of Committee Business. A majority of the entire membership of the committee shall constitute a quorum, and the quorum shall be physically present, unless otherwise provided by law. An act of the majority of the committee present at any meeting shall constitute the act of the committee. Any JEA Board member may attend any committee meeting and offer comments and observations, but only committee members may participate in committee debate on the matter, make motions, and vote. Except as provided otherwise herein, Roberts Rules of Order shall govern the conduct of committee business, unless the majority of the committee present at such meeting shall elect to utilize other rules or procedures consistent with applicable law and these By-Laws. Committees shall be subject to the requirements of Chapters 119 and 286, Florida Statutes. Reasonable notice shall be given prior to all committee meetings, and all committee meetings shall be open to the public. Opportunity for public comment shall be given prior to any action taken by a committee in accordance with the rules for public comment provided in Article V, below.

ARTICLE V - CONDUCT OF BOARD BUSINESS

Section 1. Regular Meetings. Generally, the JEA Board shall meet once a month, but in no event less than eight (8) times a year. Regular meetings shall be held at the principal offices of JEA in the City of Jacksonville, or at such other public place within the City of Jacksonville as may be determined by the Chair, and at such times as the Chair or a majority of the members may designate. More frequent regular meetings may be held at the pleasure of a majority of the members.

Section 2. Special Meetings. Special meetings of the JEA Board may be called by the Chair or by any three (3) members. Special meetings shall be held at the principal offices of JEA in the City of Jacksonville, or at such other public place within the City of Jacksonville as may be determined by the Chair.

Section 3. Notice of Special Meetings and Purpose. Notice of each special meeting of the members shall be given by the Chair or by the three (3) members who may have called such special meeting. Such notice shall be in writing and shall be provided to every member not less than seven (7) days before the meeting and shall state the purpose, time and place of the special meeting. Attendance by a member at a special meeting shall constitute waiver of notice. A member may, however, appear at a meeting for the sole purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called without losing the right to object to improper notice. No business shall be transacted at any special meeting other than the purpose specified in the notice unless a majority of the members in attendance at such special meeting agree to transact other business.

Section 4. Teleconference or Videoconference Meetings. The Chair may allow individual Board member(s) to attend a regular or special meeting by teleconference or videoconference, provided that a quorum of members is physically present, unless otherwise provided by law. Except in the event of extenuating circumstances, requests to attend by teleconference or videoconference must be submitted to the Chair no less than seven (7) days prior to a regular meeting and no less than twelve (12) hours before any special meeting. Whenever any Board member attends a meeting by teleconference or videoconference, the Chair shall conduct the meeting in a manner so as to allow, to the fullest extent possible, simultaneous communication, including, at a minimum, that all JEA Board members attending the meeting and all other participants in the meeting may hear and be heard by each other. A Board member or other person wishing to speak must first identify himself/herself to the Chair and request recognition from

JEA Board Policy Manual

POLICY CATEGORY I: BY-LAWS OF JEA

POLICY 1.0

POLICY TITLE: *BY-LAWS OF JEA*

the Chair before speaking. Visual presentations shall be described in detail for any Board member attending by teleconference who is unable to view the presentation. In the case of any vote, the Chair shall call for a roll-call vote. It is the Board's policy that, where possible, all members be physically present at all Board meetings and that attendance by teleconference or videoconference be limited to emergencies or other unanticipated and unavoidable conflicts.

Section 5. Quorum and Votes Required for Action. A majority of the Board members shall constitute a quorum for the purpose of meeting and transacting business, and, unless otherwise provided by law, such quorum shall be physically present. A majority vote of the members present at the meeting shall be required to accomplish an act of business. Pursuant to Chapter 286, Florida Statutes, no member who is present at any Board meeting may abstain from voting except when there is, or appears to be, a possible financial conflict of interest under Sections 112.311, 112.313, or 112.3143, Florida Statutes, as amended. In such case, the abstaining Board member shall comply with the participation limitations and disclosure requirements of Chapter 112, Florida Statutes. Members must be present and cast their own vote. Voting by proxy is not permitted. The Chair shall announce the results of every vote. After the announcement of the results of a vote, no vote may be changed or taken on the question unless a motion for reconsideration is approved.

Section 6. Vacancies. Any vacancy occurring in the office of a member of the JEA Board shall be filled for the unexpired term in the manner provided in the JEA Charter.

Section 7. Rules and Procedures. Except as provided otherwise in these By-Laws or in Policy 2.1.5 of the JEA Board Policy Manual, Robert's Rules of Order shall govern the conduct of the JEA Board business, unless the majority of members shall elect to utilize other rules or procedures consistent with applicable law and these By-Laws.

Section 8. Agenda. The agenda and any meeting materials for any regular, special and committee meetings shall be published in a conspicuous manner of the official JEA website generally no later than seventy-two (72) hours before the meeting; provided, however, that nothing in this Section shall prohibit JEA from amending previously published meeting agendas and meeting materials as may be necessary for the proper functioning of the Board or for other public purpose. The agenda shall be established in accordance with Policy 2.1.3.2 of the JEA Board Policy Manual.

Section 9. Public Comment. Members of the public shall be given a reasonable opportunity to be heard on a proposition before the Board. The opportunity to be heard need not occur at the same meeting at which the Board takes official action on the proposition if the opportunity occurs at a meeting that is during the decisionmaking process and is within reasonable proximity in time before the meeting at which the Board takes official action. This Section does not prohibit the Board from maintaining orderly conduct or proper decorum in a Board meeting. Unless otherwise provided by law, members of the public are not entitled to a reasonable opportunity to be heard in public meetings of the Board in the following circumstances:

- (a) The Board is making an official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause unreasonable delay in the ability of the Board to act;
- (b) The Board is making an official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- (c) The meeting is exempt from Section 286.011, Florida Statutes; or

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- (d) The Board is acting in quasi-judicial capacity. This subsection does not affect the right of a person to be heard as otherwise provided by law.

Prior to addressing the Board, each person desiring to speak shall fill out a speaker card, provided by the Board Services staff, and return the completed card to the Board Services staff before speaking. The speaker card should contain the speaker's name, residential address and ZIP code, the date of the meeting at which they are speaking, the subject matter the person desires to address, and any entity, group, or organization the speaker may be representing. Speakers shall limit comments to three (3) minutes and may not assign any portion of that time to another speaker. For good cause, the Chair may elect to extend the time available for comment for any speaker.

For public comment on items that are not a proposition being considered by the Board, a general public comment period may be provided for persons to address the Board on matters which reasonably need the attention of the Board. Each person addressing the Board shall limit comments to three (3) minutes, unless extended by the Chair for good cause.

Members of the public shall address their comments to the Board as a whole and not to any member of the Board individually or any group of members. Persons shall not address the Board with personal, impertinent, or slanderous remarks or become boisterous. A member of the Board shall not engage in dialogue with persons making public comment unless the question or comment of the member is directed through the Chair or with the permission of the Chair.

Section 10. Executive Session. The Board may only meet in a private, closed "executive session" in accordance with the procedures set forth in this Section 10 and with Florida law, including but not limited to Sections 286.011(8) and 286.0113, Florida Statutes. All exempt portions of such a meeting shall be recorded and transcribed. No portion of the exempt meeting may be held off the record. Such recordings and transcripts shall be confidential and exempt from disclosure to the extent provided by law.

The Board and the CEO may meet in private with JEA's attorney to discuss pending litigation to which JEA is presently a party before a court or administrative agency, provided that the following conditions are met:

- (a) JEA's attorney shall advise the Board at a public meeting that he or she desires advice concerning the litigation.

- (b) The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures.

- (c) The entire session shall be recorded by a certified court reporter. The reporter shall record the times of commencement and termination of the session, all discussion and proceedings, the names of all persons present at any time, and the names of all persons speaking. No portion of the session shall be off the record. The court reporter's notes shall be fully transcribed and filed with the entity's clerk within a reasonable time after the meeting.

- (d) The entity shall give reasonable public notice of the time and date of the attorney-client session and the names of persons who will be attending the session. The session shall commence at an open meeting at which the persons chairing the meeting shall announce the commencement and estimated length of the attorney-client session and the names of the persons attending. At the conclusion of the attorney-client session, the meeting shall be reopened, and the person chairing the meeting shall announce the termination of the session.

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- (e) The transcript shall be made part of the public record upon conclusion of the litigation.

ARTICLE VI - EFFECT OF BY-LAWS

Section 1. Purpose. These By-Laws are for the efficient operation of the Board. Noncompliance with these By-Laws shall not operate to invalidate any JEA Board action otherwise valid under applicable law or to give rise to, or form a basis for, any private right of action.

Section 2. Suspension of By-Laws. Any rule or provision of these By-Laws may be temporarily suspended, unless such suspension would conflict with the provisions of Florida law, the JEA Charter, or the Ordinance Code of the City of Jacksonville, by the affirmative vote of four (4) members at any regular or special meeting, and shall remain suspended only for the time indicated in the motion. The rules and provisions of the By-Laws shall not be suspended to amend any rule or part thereof.

Section 3. Amendments. These By-Laws may be amended, repealed or altered, in whole or in part, by the affirmative votes of four (4) members at any regular or special meeting, provided such subject has been included as an agenda item in the published agenda.

Adopted by the JEA Board on this 29th day of October, 2024, in Jacksonville, Florida.

JEA Board Chair

JEA Board Secretary

JEA Board Policy Manual

POLICY CATEGORY II: GOVERNANCE PROCESS

POLICY 2.0

POLICY TITLE: *JEA BOARD MISSION, VISION, VALUES, GOALS & OBJECTIVES*

-
- 2.1 **Mission:** The JEA Board will exercise ownership, management and operation of utilities systems within the City of Jacksonville and surrounding JEA service areas for the benefit of the City of Jacksonville and rate payers.
- 2.2 **Vision:** Make JEA the best in class for public utilities in the United States.
- 2.3 **Values:**
- Leadership – Make the tough calls.
 - Selfless Service – Do what is right for the community.
 - Competency – Have a strategic understanding of the public utilities industry.
 - Integrity – Adhere to a strict moral and ethical code and total transparency.
- 2.4 **Goals & Objectives**
- Be proactive in issuing important guidance and making timely decisions.
 - Objective: Maintain a planning horizon that is forward looking and anticipate key decisions to be made.
 - Act in the best interest of the JEA workforce, JEA service area, rate payers and the citizens of Jacksonville.
 - Objective: Utilize the expertise of board members to enhance the ability of the board to act as a collective body.
 - Exercise due diligence so well-informed decisions are made.
 - Objective: Use sound business judgement consistent with the JEA Charter.
 - Secure the trust and confidence of the Jacksonville community, JEA service area and rate payers.
 - Objective: Strict adherence to the Sunshine and Open Records Laws, JEA Charter, Florida & Jacksonville City Ethics Codes and JEA Code of Conduct.

JEA Board Policy Manual

POLICY CATEGORY II: GOVERNANCE PROCESS

POLICY 2.1

POLICY TITLE: GLOBAL GOVERNANCE PROCESS

The mission of the JEA Board is to exercise ownership, management and operation of utilities systems within and outside of the City of Jacksonville for the benefit of the JEA service area and rate payers and make JEA the best in class for public utilities in the United States.

- 2.1.1 **Governing Style:** The Board will govern in accordance with legal requirements, with an emphasis on (a) outward vision rather than internal preoccupation, (b) encouragement of diversity in viewpoints, (c) strategic leadership more than administrative detail, (d) clear distinction of Board and chief executive roles, (e) collective rather than individual decisions, (f) future more so than past or present, and (g) proactivity rather than reactivity.
- 2.1.2 **Board Job Description:** Specific responsibilities of the Board are those that ensure appropriate organizational performance.
- 2.1.3 **Agenda Planning:** To accomplish its responsibilities with a governance style consistent with Board policies, the Board may establish an annual agenda to (a) review the MOEs (measures of effectiveness) and (b) continually improve Board performance through education and deliberation.
- 2.1.4 **Board Officers:** Board officers assure the integrity of the Board's process and records. Board officers are: Chair, Vice-Chair and Secretary.
- 2.1.5 **Rules of Order:** Board meetings will be conducted in an orderly and fair process consistent with the requirements of Florida law, Ordinances of the City of Jacksonville, the JEA Charter, By-Laws and these governance policies. Meetings will be led by the Chair, or, in the absence of the Chair, the Vice-Chair, or, in the absence of both, by the immediate past Chair.
- 2.1.6 **Board Member's Code of Conduct:** The Board commits itself to lawful, ethical and businesslike conduct, following all requirements of Florida Law, Ordinances of the City of Jacksonville, and the JEA Charter including proper use of its authority and appropriate decorum when acting as Board members.
- 2.1.7 **Board Member's Individual Responsibility:** The leadership success of the Board is a direct result of the individual and collegial participation of its members. Board members will commit to preparation for all JEA related meetings and activities.
- 2.1.8 **Board Committee Principles:** Board committees, when used, will be assigned so as to assist the Board and not to interfere with delegation from the Board to the CEO.
- 2.1.9 **Board Committee Structure:** A committee is a Board committee only if its existence and charge come from the Board, regardless of whether Board members sit on the committee. The only standing Board committees are those which are set forth in in this policy. With the exception of the standing committees, and unless otherwise stated, a committee ceases to exist as soon as its task is complete. The CEO will attend meetings of each committee and may participate in discussion and make recommendations to the Board, but shall not be a voting member.
- 2.1.10 **Improvement in Governance:** The Board will invest in continuous improvement in its governance capacity.
- 2.1.11 **Legal Representation:** The City Office of General Counsel (OGC) serves as the legal representative and advisor for the Board, CEO and JEA staff.

JEA Board Policy Manual

POLICY CATEGORY II: GOVERNANCE PROCESS

POLICY 2.1.1

POLICY TITLE: GOVERNING STYLE

The Board will govern in accordance with legal requirements, observing the principles of the Policy Governance model, with an emphasis on (a) outward vision rather than internal preoccupation, (b) encouragement of diversity in viewpoints, (c) strategic leadership more than administrative detail, (d) clear distinction of Board and chief executive roles, (e) collective rather than individual decisions, (f) future more so than past or present, and (g) proactivity rather than reactivity.

Accordingly,

- 2.1.1.1 Unique Requirements of Florida Law for Public Boards: In conducting its duties as a Board in Florida, the Board is required to comply with the Florida Sunshine Law, which generally prohibits any two or more members of the Board from meeting unless the meeting has been properly noticed and conducted in accordance with the legal requirements. In addition, Florida law contains requirements regarding public records, conflicts of interest and voting which must be followed in the conduct of the Board's business.
- 2.1.1.2 The Board will cultivate a sense of group responsibility and will be a proactive Board versus a reactive Board. The Board, not the staff, will be responsible for excellence in governing. The Board will be the initiator of policy, not merely a reactor to staff initiatives.
- 2.1.1.3 Although the Board may change its Governance Process policies at any time, it will diligently observe those currently in force.
- 2.1.1.4 Continual Board development will include orientation of new Board members in the Board's governance process and an annual Board discussion of governance process improvement.
- 2.1.1.5 The Board will allow no officer, individual, or committee of the Board to hinder or serve as an excuse for the Board not fulfilling its commitments.
- 2.1.1.6 Each member of the Board will respect the final determination of the Board as a whole concerning any particular matter, regardless of the member's personal position concerning such matter.

JEA Board Policy Manual

POLICY CATEGORY II: GOVERNANCE PROCESS

POLICY 2.1.2

POLICY TITLE: *BOARD JOB DESCRIPTION*

Specific responsibilities of the Board are those that ensure appropriate organizational performance.

Accordingly,

- 2.1.2.1 The Board is the governing body of JEA and the authoritative link between JEA and its service area stakeholders and rate payers.
- 2.1.2.2 The Board will provide governing policies that realistically address the broadest levels of all organizational decisions and situations:
 - a. Governance Process: Specification of how the Board develops, carries out, and monitors its own responsibilities
 - b. Board-Management Delegation: Specification of how power is delegated and its proper use monitored; clarity on the CEO's role, authority, and accountability.
 - c. Executive Mandates: Constraints on executive authority that establish the prudence and ethics boundaries within which all executive activity and decisions must take place.
 - d. Measures of Effectiveness: The organizational outcomes to its recipients including the relative worth of such outcomes in cost or priority.
- 2.1.2.3 The CEO annual evaluation will be done formally in person with the CEO and full Board, utilizing the CEO evaluation criteria in Appendix A1 (Executive Core Competencies)
- 2.1.2.4 The Board will evaluate its own performance annually as per Appendix A2 (JEA Board Evaluation Criteria).
- 2.1.2.5 Board members will respect their fiduciary responsibilities to own, manage and operate the utilities systems of JEA for the benefit of the JEA service area and rate payers with due diligence using sound business judgment consistent with the JEA Charter.

JEA Board Policy Manual

POLICY CATEGORY II: GOVERNANCE PROCESS

POLICY 2.1.3

POLICY TITLE: *AGENDA PLANNING*

To accomplish its responsibilities with a governance style consistent with Board policies, the Board may establish an annual agenda to (a) complete a re-exploration of the Measures of Effectiveness (MOEs) policies at least annually and (b) continually improve Board performance through education and deliberation.

Accordingly,

2.1.3.1 The Board may elect to schedule a retreat/workshop meeting annually around March to establish an annual agenda. The meeting, if scheduled, will be held in accordance with the Florida Sunshine and Open Government laws.

- a. The Board will review the MOEs as often as necessary, but minimally once a year, giving balance to efficiency and reliability.
- b. Consultations with selected groups of stakeholders, or other methods of gaining stakeholder input, may be part of the annual agenda.
- c. Governance education and education related to the MOEs (presentations by forecasters, demographers, advocacy groups, staff, etc.) may be part of the annual agenda.

2.1.3.2 A tentative agenda for the Board's regular meetings will be established by the CEO and provided to the Chair, who shall then set the agenda for final approval by the Board.

- a. The agenda along with supporting item documentation will be made available to Board members and the City Council Auditor (as per Section 21.03(e) of the JEA Charter) no later than seven (7) days prior to regular Board meetings and committee meetings. The agenda shall be published as provided in Section 8 of the JEA By-Laws.
- b. Any Board member may bring up new business at the appropriate time on the agenda during any meeting. For any item of new business requiring a formal or detailed response or presentation from the Board or JEA staff, a request should be made to the CEO no later than two weeks before the Board meeting to allow others on the Board to receive information seven (7) days in advance.

JEA Board Policy Manual

POLICY CATEGORY II: GOVERNANCE PROCESS

POLICY 2.1.4

POLICY TITLE: BOARD OFFICERS

Board officers assure the integrity of the Board's process and records. Board officers are: Chair, Vice-Chair, and Secretary.

Accordingly,

2.1.4.1 The Chair, as the presiding officer of the Board, ensures the integrity of the Board's processes and the proper execution of this JEA Board Policy Manual, and the orders and resolutions of the Board.

- a. The Chair's role is to see that the Board behaves consistently within its own rules and policies and such other rules and regulations as may apply.
 - (1) Meeting discussion content will consist of issues that clearly belong to the Board to decide or to monitor according to Board policy.
 - (2) Deliberation will be fair, open, and thorough but also timely, orderly, and kept to the point.
- b. The authority of the Chair consists in making decisions that fall within topics covered by Board policies on Governance Process and Board-Management Delegation, with the exception of (a) employment or termination of the CEO and (b) areas where the Board specifically delegates portions of this authority to others. The Chairman is authorized to use any reasonable interpretation of provisions in these policies.
 - (1) The Chair is empowered to chair Board meetings with all the commonly accepted powers of that position, such as ruling and recognizing.
 - (2) The Chair may delegate this authority but remains accountable for its use.
 - (3) The Chair may appoint members and a Chair for each Board Committee, unless otherwise stipulated by Board policies.

2.1.4.2 The Vice-Chair, or in the absence of the Vice-Chair, the immediate Past Chair, will serve as Chair in the absence of the current Chair.

2.1.4.3 The Board Secretary shall exercise oversight of the procedures used by JEA Staff to accurately produce and publish minutes of all Board and Committee meetings. Minutes from Board and Committee meetings will be posted in a conspicuous manner on the official JEA website within a reasonable period of times after the meeting concludes (which entails board/committee actioning approval of the minutes before posting), generally within seventy-two (72) hours after each meeting. Along with the Chair, the Secretary shall execute all instruments in writing necessary to be signed by JEA unless other designated by the JEA Board in accordance with the JEA Charter. The Secretary shall perform such other duties as from time to time may be assigned by the Board. The Vice-Chair will serve as Secretary in the absence of the current Secretary.

JEA Board Policy Manual

POLICY CATEGORY II: GOVERNANCE PROCESS

POLICY 2.1.5

POLICY TITLE: *RULES OF ORDER*

Board meetings will be conducted in an orderly and fair process consistent with the requirements of Florida Law, Ordinances of the City of Jacksonville, the JEA Charter, By-Laws and these governance policies. Meetings will be led by the Chair, or, in the absence of the Chair, the Vice-Chair, or, in the absence of both, by the immediate past Chair.

Accordingly,

2.1.5.1 Board meetings will be conducted with punctuality and order and in accordance with the By-Laws of JEA.

- a. Board meetings shall be called to order at the time specified in the notice of meeting and upon satisfaction of a quorum.
- b. Meeting order and decorum shall be maintained and all members treated with dignity, respect, courtesy, and fairness during discussion and debate and in all other respects.
- c. Board members must keep their comments relevant to the issue under consideration.

2.1.5.2 Board meetings will be conducted at a level of informality considered appropriate by the Chair, yet with predictable discipline.

- a. Discussion of a matter not on the previously distributed agenda may occur only after Board consent that the matter be heard.
- b. Proposals that the Board take action, or decide a particular matter, shall (unless otherwise agreed to by unanimous consent) be made by main motion of a Board member, discussed, and then voted on. Motions require a second to proceed to discussion and subsequent vote.
- c. The Chair may not make motions, but can engage in debate and is required to vote.
- d. A motion to amend a main motion may be amended but third level amendments (amendments to amendments) are not to be heard.
- e. A motion to refer to a committee, postpone, or table, may be made with respect to a pending main motion, shall take precedence over the pending motion and, if carried, shall set the main motion (the initial proposal) aside accordingly.
- f. Board members may speak to a pending motion on as many occasions, and at such length, as the Chair may reasonably allow.
- g. A vote on a motion shall be taken when discussion ends, but any Board member may, during the course of debate, move for an immediate vote (close debate or call the question) which, if carried, shall end discussion and the vote on the main motion shall then be taken. Votes may be made by voice vote or by roll call. All members of the Board are required to vote unless a conflict of interest is declared.
- h. A motion to adjourn a Board meeting may be offered by any Board member or, on the conclusion of all business, adjournment of the meeting may be declared by the Chair.

JEA Board Policy Manual

POLICY CATEGORY II: GOVERNANCE PROCESS

POLICY 2.1.5

POLICY TITLE: *RULES OF ORDER*

- 2.1.5.3 When further rules of order are to be developed by the Board, the Board will consider the Standard Code of Parliamentary Procedure (Robert's Rules of Order) as a resource guide. The representative from the Office of General Counsel in attendance may serve the Board as a resource on Parliamentary Procedure.

JEA Board Policy Manual

POLICY CATEGORY II: GOVERNANCE PROCESS

POLICY 2.1.6

POLICY TITLE: *BOARD MEMBER'S CODE OF CONDUCT*

The Board commits itself to lawful, ethical and businesslike conduct, following all requirements of Florida Law, Ordinances of the City of Jacksonville, and the JEA Charter, including proper use of its authority and appropriate decorum when acting as Board members.

Accordingly,

- 2.1.6.1 Members are expected to represent the best interests of JEA. This accountability supersedes any conflicting loyalty such as that to advocacy or interest groups and membership on other Boards or staffs. It also supersedes the personal interest of any Board member acting as a consumer of JEA's services.
- 2.1.6.2 Members must avoid self-dealing and conflicts of interest with respect to their fiduciary responsibility. They shall comply with Chapter 112, Part III (Code of Ethics for Public Officers and Employees, Florida Statutes, and Chapter 602 (Jacksonville Code of Ethics), Ordinance Code of the City of Jacksonville.
- 2.1.6.3 Members may not attempt to exercise individual authority over JEA or JEA staff except as expressly set forth in Board policies.
 - a. Members' interaction with the CEO or with JEA staff must recognize the lack of authority vested in individual members except when expressly authorized by the Board. Accordingly, while interaction and communication with the CEO and JEA staff is permitted, an individual Board member shall not give orders or instructions, publicly or privately, to the CEO or to JEA staff.
 - b. Members' interaction with the public, the press, or other entities must recognize the same limitation and the inability of any Board member to speak for JEA or for the Board as a whole, except to repeat expressly stated Board decisions.
 - c. Except for participation in Board deliberation about whether the CEO has achieved any reasonable interpretation of Board policy, members will not express individual judgments of negative performance of JEA employees or the CEO.
- 2.1.6.4 Members are expected to support the legitimacy and authority of the final determination of the Board on any matter, without regard to the member's personal position on the issue.
- 2.1.6.5 Members who have any question about the appropriateness of their conduct should consult with the Office of General counsel or appropriate Ethics offices for information.

JEA Board Policy Manual

POLICY CATEGORY II: GOVERNANCE PROCESS

POLICY 2.1.7

POLICY TITLE: BOARD MEMBER'S INDIVIDUAL RESPONSIBILITIES

The leadership success of the Board is a direct result of the individual and collegial participation of its members.

Accordingly, each Board member is expected to participate in the following ways:

2.1.7.1 Time Investment to Accomplish Board Responsibilities – As Board contemplation, deliberation and decision-making are processes which require collaboration and participation, attendance at Board meetings is expected of Board members.

a. Expected Commitments:

- (1) Regular and Special Board Meetings (Board members are expected to attend every Board meeting and in no event fewer than seventy percent (70%) of the regular Board meetings per year in person.)
- (2) Annual Team Building (to include professional education)
- (3) Annual CEO evaluation and Board Evaluation
- (4) Bond Rating Agency Presentation (Board Chair is expected to attend)

b. Optional Involvement:

- (1) Internal educational meetings with staff upon request
- (2) Industry-related seminars and conferences
- (3) Visit other utilities and related industries

2.1.7.2 Preparation and Participation - Board members will prepare for Board and committee meetings and will participate productively in discussions, always within the boundaries of decorum established by the Board. Each member will contribute his or her own knowledge, skills and expertise to the Board's efforts to fulfill its responsibilities.

2.1.7.3 Members as Individuals – The CEO is accountable only to the Board as a whole, and not to individual Board members. Accordingly, the relationship between the CEO and individual members of the Board, including the Chair, is collegial, not hierarchical.

JEA Board Policy Manual

POLICY CATEGORY II: GOVERNANCE PROCESS

POLICY 2.1.8

POLICY TITLE: *BOARD COMMITTEE PRINCIPLES*

Board committees, when used, will be assigned so as to assist the Board and not to interfere with delegation from the Board to the CEO.

Accordingly,

- 2.1.8.1 Board committees are to help the Board accomplish its responsibilities and are not assigned to perform staff functions. Committees ordinarily will assist the Board by preparing policy alternatives and implications for Board deliberation. In keeping with the Board's broader focus, Board committees will normally not have direct dealings with current staff operations unless specifically outlined in committee objectives.
- 2.1.8.2 Board committees are advisory and may not speak or act for the Board, except when formally given such authority by the Board for specific purposes. Expectations and authority of a committee will be carefully and expressly stated at the time of its establishment in order to prevent conflict with authority delegated to the CEO or to another committee.
- 2.1.8.3 Board committees cannot provide direction to or exercise authority over JEA staff. The CEO works for the full Board and, therefore, will not be required to obtain the approval of a Board committee before taking an executive action.
- 2.1.8.4 Committees will be formed for a specific purpose only and may perform fact finding and/or recommendation functions for the Board. Each committee's purpose and function will be documented in a written charge. All committees are accountable to the Board as a whole.
- 2.1.8.5 This policy applies to any group formed by Board action, whether or not it is called a committee and regardless of whether the group includes Board members. It does not apply to groups formed under the authority of the CEO.

JEA Board Policy Manual

POLICY CATEGORY II: GOVERNANCE PROCESS

POLICY 2.1.9

POLICY TITLE: *BOARD COMMITTEE STRUCTURE*

A committee is a Board committee only if its existence and charge come from the Board, regardless of whether Board members sit on the committee. The only standing Board committees are those which are set forth in this policy. With the exception of the standing committees, and unless otherwise stated, a committee ceases to exist as soon as its task is complete. The CEO will attend meetings of each committee and may participate in discussion and make recommendations to the Board, but shall not be a voting member.

Accordingly,

2.1.9.1 Executive Committee: The purpose of the Executive Committee is to recommend Board officers for election by the Board as a whole.

- a. The Committee will be comprised of four (4) members. The current Board Chair (who shall serve as Chair of the committee), the current Vice Chair, the current Secretary, and the most immediate past Board Chair still remaining on the Board will constitute the Committee. If the most immediate past Chair is no longer serving on the Board, the current Board Chair shall select another Board member to fill out a committee of four.
- b. The Committee shall be formed no later than January of each year and will make its recommendation to the Board for action no later than a Board meeting before April 1.

2.1.9.2 Finance, Governance, and Audit Committee: The purposes of the Finance, Governance, and Audit Committee are to assist the Board in (a) fulfilling its oversight responsibilities by reviewing financial information, systems of internal controls, and audit process, including a high level review of the operating and capital budgets, and (b) updating the JEA Board documents, primarily this JEA Board Policy Manual, including the JEA By-Laws. The Committee will provide an open avenue of communication between the Board, Management, Audit Services, and external auditors.

- a. The Committee will be comprised of three (3) members appointed annually by the Chair and confirmed by the Board. Two (2) members will constitute a quorum. The Board Chair shall appoint one of the Committee members as Chairperson of the Committee.
- b. The Committee will meet at least four (4) times per year. A schedule of regular meetings will be established by the Committee annually. Special meetings may be called by any Committee member. Meeting dates, times and location will be announced to the entire Board.
- c. The Committee shall oversee:
 - (1) Internal controls and risk assessment;
 - (2) Audit Services;
 - (3) Compliance with laws, regulations and code of conduct, including but not limited to the JEA Charter;
 - (4) Financial reporting; and
 - (5) The External Auditor.

JEA Board Policy Manual

POLICY CATEGORY II: GOVERNANCE PROCESS

POLICY 2.1.9

POLICY TITLE: *BOARD COMMITTEE STRUCTURE*

2.1.9.3 Capital Projects Committee: The purpose of the Capital Projects Committee is to assist the Board in the review of all current and future capital projects, including bid status, delivery method, RFP status, project execution and management status, and any other issues requiring Board awareness or action.

- a. The Committee will be comprised of at least three (3) members appointed annually by the Chair and confirmed by the Board. The Board Chair shall appoint one of the Committee members as Chairperson.
- b. The Committee will meet at least four (4) times per year. Special meetings may be called by any Committee member. Meeting dates, times and location will be announced to the entire Board.

2.1.9.4 Compensation Committee: The purpose of the Compensation Committee is to assist the Board in the review of any appointments or salary changes of the CEO and the Senior Leadership Team, which is comprised of the Chief Officers of JEA.

- a. The Committee will be comprised of three (3) members. The current Board Chair (who shall serve as Chair of the committee), the Board Vice-Chair, and the most recent past Board Chair still remaining on the Board will constitute the Committee. If the most recent past Board Chair is no longer serving on the Board, the Board Secretary shall be a member.
- b. The Committee will meet at least once per year. Special meetings may be called by any Committee member. Meeting dates, times and location will be announced to the entire Board.

2.1.9.5 Other standing committees may be established as designated by the Board.

JEA Board Policy Manual

POLICY CATEGORY II: GOVERNANCE PROCESS

POLICY 2.1.10

POLICY TITLE: *IMPROVEMENT IN GOVERNANCE*

The Board will invest in continuous improvement in its governance capacity.

2.1.10.1 The Board will use appropriate methods to improve its governing skills.

- a. Training and retraining will be used liberally to orient new members as well as to maintain and increase existing members' skills and understandings.
- b. Outside monitoring assistance can be arranged so that the Board can exercise confident control over organizational performance. This includes but is not limited to a financial audit or consultant firm.
- c. Outreach mechanisms can be used as needed to ensure the Board's ability to listen to stakeholder viewpoints and values.
- d. Knowledgeable industry experts can be made available to the Board in various ways to continuously improve the Board's awareness of emerging utility industry issues.

2.1.10.2 Costs for appropriate Board governance will be included during annual budget preparations. Any expenditure required will be in accordance with JEA procurement policies. Items may include but not be limited to the following as annually decided by the Board:

- a. Training
- b. Attendance at conferences, industry site visits and Rating Agency presentations
- c. Audit and other third-party monitoring of organizational performance
- d. Surveys, focus groups, opinion analysis, and meeting costs

2.1.10.3 New Board members will complete all on-boarding requirements, which will generally include (a) a facilities orientation; b) a JEA email account; (c) filing financial disclosure Form 1; (d) a JEA photograph and JEA employee access pass; (e) executing Technology Services agreement, General Security Awareness Training; (f) Sunshine and Open Government Training; and (g) an ethics brief by the City's Office of Ethics, Compliance, and Oversight. New members shall coordinate with JEA executive staff to complete all requirements.

2.1.10.4 The Board will perform an annual self-evaluation generally in the form and format as provided in Appendix A2 (JEA Board Evaluation Criteria).

JEA Board Policy Manual

POLICY CATEGORY II: GOVERNANCE PROCESS

POLICY 2.1.11

POLICY TITLE: *LEGAL REPRESENTATION*

The City Office of General Counsel (OGC) serves as the legal representative and advisor for the Board, CEO, and JEA Staff.

- 2.1.11.1 JEA shall be required to use the legal services of the Office of General Counsel, and the Office of General Counsel shall have the responsibility for furnishing legal services to JEA. JEA shall appropriate the funds necessary to meet the obligations for outside legal services as determined by the Office of General Counsel.
- 2.1.11.2 The City General Counsel has assigned a chief legal officer and other assistant general counsel and legal staff as full-time representation for JEA. In the event that OGC counsel cannot or should not provide legal services in a specific instance, OGC will appoint outside legal counsel, after consultation with JEA and at JEA's expense.
- 2.1.11.3. All senior-level employees, including the CEO and senior-level officers, directors and managers of JEA, shall be trained by OGC, in consultation with the Ethics Office, at least annually on Florida's open meetings laws, public records and ethics laws.

JEA Board Policy Manual

POLICY CATEGORY III: BOARD-MANAGEMENT DELEGATION

POLICY 3.0

POLICY TITLE: *GLOBAL BOARD-MANAGEMENT DELEGATION*

The Board's direct connection to the operational organization, its achievements, and conduct will be through a chief executive officer titled Managing Director / CEO, referred to within this document simply as CEO.

Accordingly,

- 3.0.1 **Unity of Control:** Only the Board may order or instruct the CEO, and only officially passed motions of the Board are binding on the CEO.
- 3.0.2 **Accountability of the CEO:** The CEO is the Board's direct link to operational achievement and conduct, so that all authority and accountability of staff, as far as the Board is concerned, is considered the authority and accountability of the CEO.
- 3.0.3 **Delegation to the CEO:** The Board will instruct the CEO through written policies that prescribe the organizational Measures of Effectiveness (MOEs) to be achieved and will describe organizational situations and actions to be avoided, allowing the CEO to use any reasonable interpretation of these policies.
- 3.0.4 **CEO and Senior Leadership Remuneration:** Salary and benefits and other terms of employment for the CEO will be determined by contract. JEA may have an employment contract with the CEO only.
- 3.0.5 **Monitoring CEO Performance:** Board evaluation of the CEO will be done annually and based on Appendix 1, Executive Core Competencies, and CEO evaluation criteria.

JEA Board Policy Manual

POLICY CATEGORY III: BOARD-MANAGEMENT DELEGATION

POLICY 3.0.1

POLICY TITLE: *UNITY OF CONTROL*

Only the Board may order or instruct the CEO, and only officially passed motions of the Board are binding on the CEO.

Accordingly,

- 3.0.1.1 Individual Board members, officers, or committees shall not give orders or instructions, public or privately, to the CEO, legal counsel or JEA staff and any such orders or instructions are not binding on the CEO, legal counsel or JEA staff.
- 3.0.1.2 Individual Board members and Board committees may interact and communicate with the CEO, legal counsel and JEA staff and may request information or assistance without requiring full Board authorization. The CEO can refuse such requests, however, to the extent that, in the CEO's opinion, the request requires a material amount of staff time or funds, or are disruptive. The CEO shall promptly inform the Board if he or she refuses any request from an individual Board member or Board committee.

JEA Board Policy Manual

POLICY CATEGORY III: BOARD-MANAGEMENT DELEGATION

POLICY 3.0.2

POLICY TITLE: ACCOUNTABILITY OF CEO

The CEO is the Board's direct link to operational achievement and conduct, so that all authority and accountability of staff, as far as the Board is concerned, is considered the authority and accountability of the CEO.

Accordingly,

- 3.0.2.1 Neither the Board as a whole nor individual Board members shall give orders or instructions to persons who report directly or indirectly to the CEO.
- 3.0.2.2 The Board shall not evaluate, either formally or informally, any legal counsel or JEA staff other than the CEO, though, the CEO shall discuss with the Board his or her evaluation of the executives identified as potential interim CEO successors as provided in Policy 4.0.5.
- 3.0.2.3 Nothing in this Policy 3.0.2 should be interpreted as limiting the Board's authority regarding budgetary or compensation matters.

JEA Board Policy Manual

POLICY CATEGORY III: BOARD-MANAGEMENT DELEGATION

POLICY 3.0.3

POLICY TITLE: *DELEGATION TO THE CEO*

The Board will instruct the CEO through written policies that prescribe the organizational Measures of Effectiveness (MOEs) to be achieved and will describe organizational situations and actions to be avoided, allowing the CEO to use any reasonable interpretation of these policies.

Accordingly,

- 3.0.3.1 The Board will develop policies instructing the CEO to achieve specified results, for specified recipients, at a specified cost. These policies will be developed systematically from the broadest, most general level to more defined levels and will be captured in the MOEs.
- 3.0.3.2 Should the CEO become aware that he or she has violated a Board policy, he or she shall promptly inform the Board. Informing is simply to guarantee no violation may be intentionally kept from the Board, not to request approval. Board response, either approving or disapproving, does not exempt the CEO from subsequent Board judgment of the action nor does it curtail any executive decision.

JEA Board Policy Manual

POLICY CATEGORY III: BOARD MANAGEMENT DELEGATION

POLICY 3.0.4

POLICY TITLE: CEO AND SENIOR LEADERSHIP REMUNERATION

Salary and benefits and others terms of employment for the CEO will be determined by contract. JEA may have an employment contract with the CEO only.

- 3.0.4.1 The Board, with the advice and recommendation of the Compensation Committee, shall employ and fix the compensation of the CEO, who shall serve at the pleasure of the Board, and shall employ and fix the compensation of the Senior Leadership Team.
- 3.0.4.2 The entire working time of the CEO shall be devoted to the performance of the duties such office and the CEO shall have no outside employment. Subject to the approval of the Board, the CEO may engage in or have unrelated business interests so long as such business interests do not interfere with the CEO's duties.
- 3.0.4.3 The CEO shall be a graduate of an accredited college or university, and have at least five (5) years of executive experience within the utilities industry.
- 3.0.4.4 The CEO shall have a fiduciary duty of loyalty, fidelity, and allegiance to act at all times in the best interest of JEA and will act in a manner consistent with the responsibilities of the JEA Charter and other policies, rules, and regulations governing the conduct of JEA employees.
- 3.0.4.5 The CEO's contract term, including any renewal term, shall not exceed five (5) years.
- 3.0.4.6 The amount of severance pay, if any, shall not exceed the amounts allowed under Florida law and shall not be permitted if the CEO is terminated for cause or terminated for misconduct, as defined in Section 443.036(29), Florida Statutes, as amended.
- 3.0.4.7 The contract shall not contain a mandatory consulting, separation and transition, or similar agreement that is operative due to the CEO's termination without cause under the contract.
- 3.0.4.8 JEA shall not be required to release, indemnify or hold harmless the CEO against any claims except as otherwise permitted by law.
- 3.0.4.9 JEA shall not be required to pay for or provide legal counsel to the CEO beyond the legal counsel required of the Office of General Counsel pursuant to the JEA Charter or general law.
- 3.0.4.10 The contract shall contain a provision that the CEO serves at the pleasure of the JEA Board and may be terminated without cause at any time, and such provision may provide for not more than thirty (30) days advance notice to the CEO of such termination without cause.
- 3.0.4.11 The contract may contain a provision for termination of the CEO for cause, provided that "cause" shall be defined consistent with the definition as contained in Rule 9.05(a) of the Civil Service and Personnel Rules and Regulations of the City of Jacksonville.
- 3.0.4.12 All compensation terms shall be reasonable and customary and similar to other public utilities comparable to JEA when taking into account the size of JEA's territory area, employee workforce, and utility systems.
- 3.0.4.13 The contract may contain any such other terms as may be in the best interest of JEA and not inconsistent with this Policy 3.0.4, the JEA Charter, or applicable law.

JEA Board Policy Manual

POLICY CATEGORY III: BOARD MANAGEMENT DELEGATION

POLICY 3.0.4

POLICY TITLE: *CEO AND SENIOR LEADERSHIP REMUNERATION*

- 3.0.4.14 The contract must be reviewed and approved as to form and substance by the Office of General Counsel.
- 3.0.4.15 Nothing in this JEA Board Policy Manual or in the CEO's contract may be construed as a guarantee of employment for the CEO at any time, or for any length of time.
- 3.0.4.16 The CEO, department heads, deputy director of departments, staff assistants, division chiefs and assistant division chiefs shall not be included within the civil service system of JEA or the City of Jacksonville.

JEA Board Policy Manual

POLICY CATEGORY III: BOARD-MANAGEMENT DELEGATION

POLICY 3.0.5

POLICY TITLE: *MONITORING CEO PERFORMANCE*

Board evaluation of the CEO will be done annually and based on Appendix 1, Executive Core Competencies, and CEO evaluation criteria.

JEA Board Policy Manual

POLICY CATEGORY IV: EXECUTIVE MANDATES

POLICY 4.0

POLICY TITLE: *GENERAL EXECUTIVE OVERSIGHT AND ASSURANCES*

The CEO shall oversee and ensure that organizational practices, activities, decisions, and circumstances are lawful, prudent, and not in violation of commonly accepted business and professional ethics and practices.

- 4.0.1 **Treatment of Consumers:** With respect to interactions with consumers or those applying to be consumers, the CEO shall oversee and ensure conditions, procedures, and decisions that are safe, timely, dignified, and not unnecessarily intrusive.
- 4.0.2 **Treatment of Staff:** With respect to the treatment of staff, the CEO shall oversee and ensure conditions that are fair, safe, dignified, organized, and clear.
- 4.0.3 **Financial Planning/Budgeting:** The CEO shall oversee and ensure financial planning for any fiscal year or the remaining part of any fiscal year will not deviate materially from the Board's MOEs priorities, risk financial jeopardy, and will be derived from a multiyear plan.
- 4.0.4 **Financial Condition and Activities:** With respect to the actual, ongoing financial conditions and activities, the CEO shall oversee and ensure actual expenditures that will not result in financial jeopardy or materially deviate from Board priorities established in MOEs policies.
- 4.0.5 **Workforce Readiness and Succession Planning:** The CEO shall oversee and ensure a workforce that is prepared to meet current or future business demands.
- 4.0.6 **Asset Protection:** The CEO shall oversee and ensure corporate assets are protected, adequately maintained and not unnecessarily risked.
- 4.0.7 **Compensation and Benefits:** With respect to employment, compensation, and benefits to employees, consultants, contract workers, and volunteers, the CEO shall oversee and ensure no impairments to financial integrity or to public image.
- 4.0.8 **Communication and Support to Board:** The CEO shall oversee and ensure that the Board is informed and supported in its work.
- 4.0.9 **Regulatory/Legislative Requirements:** The CEO shall oversee and ensure regulatory and legislative actions that are favorable to the organization.
- 4.0.10 **Enterprise Risk Management:** The CEO shall oversee and ensure conditions, procedures and decisions that will identify, measure, monitor and manage, within established risk tolerances, potential events that may affect achievement of the MOEs.
- 4.0.11 **Procurement Activities:** The CEO shall oversee and ensure the development of procurement policies and procedures that adhere to all applicable federal, state and local laws and ordinances and provide for increased public confidence in the procurement activities of JEA.

JEA Board Policy Manual

POLICY CATEGORY IV: EXECUTIVE MANDATES

POLICY 4.0.1

POLICY TITLE: *TREATMENT OF CONSUMERS*

With respect to interactions with consumers or those applying to be consumers, the CEO shall oversee and ensure conditions, procedures, or decisions that are safe, timely, dignified, and not unnecessarily intrusive.

Accordingly, the CEO will:

- 4.0.1.1 Elicit information for which there is a clear necessity.
- 4.0.1.2. Use methods of collecting, reviewing, transmitting, or storing client information that will protect against improper access.
- 4.0.1.3 Operate facilities with appropriate accessibility and privacy.
- 4.0.1.4 Articulate to consumers a clear understanding of what they can expect from services offered.
- 4.0.1.5 Operate with clearly established and updated Customer Service procedures and published rules and regulations for service.
- 4.0.1.6 Operate with mechanisms for collecting consumer complaints that provide for resolution at the lowest staff level and also include prompt response when warranted.

JEA Board Policy Manual

POLICY CATEGORY IV: EXECUTIVE MANDATES

POLICY 4.0.2

POLICY TITLE: *TREATMENT OF STAFF*

With respect to the treatment of paid and volunteer staff, the CEO shall oversee and ensure conditions that are fair, safe, dignified, organized, and clear.

Accordingly, the CEO will:

4.0.2.1 Operate with written personnel rules and regulations that:

- a. clarify rules for staff
- b. provide for effective handling of grievances
- c. protect against wrongful conditions such as nepotism and grossly preferential treatment for personal reasons.
- d. allow for volunteerism in the community
- e. require high ethical standards
- f. recognize the need for work/life balance

4.0.2.1 Operate with written job descriptions and performance requirements and reviews that

- a. characterize the nature of work to be performed
- b. identify technical, behavioral and physical skills required
- c. identify clear standards of responsibilities, accountability and associated authorities.

4.0.2.3 Provide a safe work environment.

4.0.2.4 Identify and provide training necessary to accomplish the quality of work expected.

4.0.2.5 Not allow discrimination or retaliation against any staff member for non-disruptive expression of dissent.

4.0.2.6 Acquaint staff with the CEO's interpretation of their protections under this policy.

4.0.2.7 Allow staff to be prepared to deal with emergency situations.

4.0.2.8 Ensure that the company's Core Values are routinely communicated and reinforced to all employees.

JEA Board Policy Manual

POLICY CATEGORY IV: EXECUTIVE MANDATES

POLICY 4.0.3

POLICY TITLE: *FINANCIAL PLANNING/BUDGETING*

The CEO shall oversee and ensure financial planning for any fiscal year or the remaining part of any fiscal year will not deviate materially from the Board's MOEs priorities, risk financial jeopardy, and will be derived from a multiyear plan.

Accordingly, the CEO will:

- 4.0.3.1 Prevent the risk of incurring those situations or conditions described as unacceptable in Policy 4.0.4, "Financial Condition and Activities."
- 4.0.3.2 Include credible projection of revenues and expenses, separation of capital and operational items, cash flow, and disclosure of planning and budgeting assumptions.
- 4.0.3.3 Identify the source for capital expenditures (e.g. internally generated cash, new debt, carry over funds from previous fiscal year).
- 4.0.3.4 Adhere to approved tariff rates and fees.
- 4.0.3.5 Set and follow an annual budgeting process that results in a final budget submittal to City Council by July 1 proceeding the budgeted fiscal year.
- 4.0.3.6 Not provide less for Board prerogatives during the year than is set forth in Policy 2.1.10, "Improvement in Governance".
- 4.0.3.7 Provide to the Board a justification of any capital project likely to exceed \$50,000,000 in total cost or expense.

JEA Board Policy Manual

POLICY CATEGORY IV: EXECUTIVE MANDATES

POLICY 4.0.4

POLICY TITLE: *FINANCIAL CONDITION AND ACTIVITIES*

With respect to the actual, ongoing financial conditions and activities, the CEO shall oversee and ensure actual expenditures that will not result in financial jeopardy or materially deviate from Board priorities established in MOEs policies.

Accordingly, the CEO will:

- 4.0.4.1 Operate within the budget established for the fiscal year.
- 4.0.4.2 Not make budget transfers in excess of \$5,000,000 without Board approval.
- 4.0.4.3 Inform the Board in monitoring reports when reserves are required to meet current expenditures.
- 4.0.4.4 Maintain financial and accounting separation between electric, water and wastewater, and District Energy funds as required by regulatory agencies and bond covenants.
- 4.0.4.5 Operate within established financial parameters and will engage the Board when established parameters are considered inadequate to affect a desired bond rating.
 - Current financial parameters:
 - a. Debt Service Coverage
 - b. Fixed Charge coverage
 - c. Cash on Hand
 - d. Working Capital
 - e. Line of Credit
 - f. Fuel Rate Reserve
- 4.0.4.6 Not operate in violation of JEA's Debt Management Policies.
- 4.0.4.7 Settle payroll and debts in a timely manner.
- 4.0.4.8 Ensure tax payments or other government-ordered payments or filings are not overdue or inaccurately filed.
- 4.0.4.9 Establish reasonable security measures to protect against loss of receivables.
- 4.0.4.10 Aggressively pursue receivables after a reasonable grace period.

JEA Board Policy Manual

POLICY CATEGORY IV: EXECUTIVE MANDATES

POLICY 4.0.5

POLICY TITLE: *WORKFORCE READINESS AND SUCCESSION PLANNING*

The CEO shall oversee and ensure a workforce that is prepared to meet current or future business demands.

Accordingly, the CEO will:

- 4.0.5.1 Ensure that no fewer than two other executives are sufficiently familiar with Board and CEO issues and processes, which will enable either to take over with reasonable proficiency as an interim successor to protect the Board in the event of sudden loss of CEO services.
- 4.0.5.2 Prepare for long-term CEO succession.
- 4.0.5.3 Prepare for Executive Team succession.
- 4.0.5.4 Operate with strategic and tactical plans to have and maintain the right people, in the right place, with the right talent, skills and knowledge.
- 4.0.5.5 Develop a workforce that recognizes the value of cultural diversity in internal operations and in serving customers.

JEA Board Policy Manual

POLICY CATEGORY IV: EXECUTIVE MANDATES

POLICY 4.0.6

POLICY TITLE: *ASSET PROTECTION*

The CEO shall oversee and ensure that corporate assets are protected, adequately maintained, and not unnecessarily risked.

Accordingly, the CEO will:

- 4.0.6.1 Insure adequately against theft and casualty and against liability and losses to Board members, staff, and the organization itself.
- 4.0.6.2 Not allow personnel who are not bonded to have access to material amounts of funds.
- 4.0.6.3 Not subject facilities and equipment to improper wear and tear or insufficient maintenance.
- 4.0.6.4 Not unnecessarily expose the organization, the Board, or its staff to claims of liability.
- 4.0.6.5 Operate with written claims policies that address fair treatment of claimants, legal liability, ratepayer costs and sound business practices.
- 4.0.6.6 Protect corporate assets including, but not limited to, property rights, corporate image, physical assets, intangible assets, intellectual property, information, and files from loss or significant damage.
- 4.0.6.7 Receive, process, or disburse funds with sufficient controls.
- 4.0.6.8 Invest funds that are not in violation of JEA's Investment Policies.
- 4.0.6.9 Ensure that all employees and outsourced contract service providers understand their responsibility to comply with all applicable laws and regulations and JEA's Code of Ethics.

JEA Board Policy Manual

POLICY CATEGORY IV: EXECUTIVE MANDATES

POLICY 4.0.7

POLICY TITLE: *COMPENSATION AND BENEFITS*

With respect to employment, compensation, and benefits to employees, consultants, contract workers, and volunteers, the CEO shall oversee and ensure no impairments to financial integrity or to public image.

Accordingly, the CEO will:

- 4.0.7.1 Not change the CEO's own compensation and benefits or the compensation of the Senior Leadership without the approval of the Board, with the advice and recommendation of the Compensation Committee.
- 4.0.7.2 Not promise or imply unconditional permanent or guaranteed employment. JEA may not have an employment contract with any employee, other than the CEO.
- 4.0.7.3 Promote a compensation philosophy that is complementary to JEA's compensation philosophy of providing a total rewards package that encompasses salary/wages, retirement benefits, incentives, and health and welfare benefits. Salary/wages will meet the market (50% percentile), which is where the majority of companies in the geographic area reside. The 50th percentile pays competitively for behavior that meets expectations. Additional consideration will be given to behaviors that exceed expectations which are typically rewarded at the 75th percentile. Internal equity will be achieved by evaluating differences in skill, effort, responsibility, and working conditions among jobs.

JEA Board Policy Manual

POLICY CATEGORY IV: EXECUTIVE MANDATES

POLICY 4.0.8

POLICY TITLE: *COMMUNICATION AND SUPPORT TO BOARD*

The CEO shall oversee and ensure that the Board is informed and supported in its work.

Accordingly, the CEO will ensure:

- 4.0.8.1 Submission of monitoring data required by the Board in Policy 3.0.5, "Monitoring CEO Performance," in a timely, accurate, and understandable fashion, directly addressing provisions of Board policies being monitored, and including CEO interpretations consistent with Policy 3.0.3, "Delegation to the CEO," as well as relevant data.
- 4.0.8.2 The Board is aware of any actual or anticipated noncompliance with any MOEs or Executive Mandates policy of the Board regardless of the Board's monitoring schedule.
- 4.0.8.3 The Board receives decision information required periodically by the Board, and the Board is kept aware of relevant trends, including a report at each regular Board meeting relating any major issues or major financial transactions or losses and is otherwise aware of any significant incidental information it requires, including anticipated media coverage, threatened or pending lawsuits, and material internal and external changes.
- 4.0.8.4 The Board members are timely advised of major actions, including but not limited to any appointment, separation, or other change to the Senior Leadership Team; any variance of ten percent (10%) or more in total budgeted expenses or employee headcount; loans; bonds; reorganizations; strikes; or outages.
- 4.0.8.5 The Board is aware that, in the CEO's opinion, the Board is not in compliance with its own policies on Governance Process and Board-Management Delegation, particularly in the case of Board behavior that is detrimental to the work relationship between the Board and the CEO (refer to Policy 3.0).
- 4.0.8.6 Information is not in an unnecessarily complex or lengthy form, or in a form that fails to differentiate among information of three types: monitoring, decision preparation, and other.
- 4.0.8.7 The Board is provided a workable mechanism for official Board, officer, or committee communications.
- 4.0.8.8 Dealings with the Board do not favor or privilege certain Board members over others, except when (a) fulfilling individual requests for information; or (b) responding to officers or committees duly charged by the Board.
- 4.0.8.9 Submission to the Board of a consent agenda containing items delegated to the CEO yet required by law, regulation, or contract to be Board-approved, along with applicable monitoring information.
- 4.0.8.10 Providing a process to retain relevant background information on previous Board policy decisions.

JEA Board Policy Manual

POLICY CATEGORY IV: EXECUTIVE MANDATES

POLICY 4.0.9

POLICY TITLE: *REGULATORY/LEGISLATIVE REQUIREMENTS*

The CEO shall oversee and ensure regulatory and legislative actions that are favorable to JEA.

JEA Board Policy Manual

POLICY CATEGORY IV: EXECUTIVE MANDATES

POLICY 4.0.10

POLICY TITLE: *ENTERPRISE RISK MANAGEMENT*

The CEO shall oversee and ensure conditions, procedures and decisions that will identify, measure, monitor and manage within established risk tolerances, potential events that may affect achievement of the MOEs.

Accordingly, the CEO will:

- 4.0.10.1 Establish and maintain a written Enterprise Risk Management (ERM) Plan and an ERM program that includes management-level policies, procedures and process controls to help ensure that the enterprise-wide business risk exposures are properly identified, managed and, when appropriate, reported to the Board.

JEA Board Policy Manual

POLICY CATEGORY IV: EXECUTIVE MANDATES

POLICY 4.0.11

POLICY TITLE: *PROCUREMENT ACTIVITIES*

The CEO shall oversee and ensure the development of procurement policies and procedures in accordance with applicable federal, state and local laws and ordinances, and that provide for increased public confidence in the procurement activities of JEA.

Accordingly, the CEO will:

- 4.0.11.1 Develop and disseminate simple, clear and up-to-date rules for all procurement.
- 4.0.11.2 Ensure the fair and equitable treatment of all persons who deal with the JEA procurement system.
- 4.0.11.3 Provide increased economy in all procurement activities and to maximize to the fullest extent practicable the purchasing value of JEA funds.
- 4.0.11.4 Foster effective, broad-based competition within the free enterprise system.
- 4.0.11.5 Provide safeguards for the maintenance of the procurement system, quality and integrity.
- 4.0.11.6 Provide a clear and timely administrative remedy process to all those aggrieved during any phase of the procurement process.
- 4.0.11.7 Provide effective access for Small and Emerging Local Businesses.

JEA Board Policy Manual

POLICY CATEGORY V: MEASURES OF EFFECTIVENESS (MOEs)

POLICY 5.0

POLICY TITLE: *MOEs*

JEA exists to provide clean, safe, reliable, and reasonably priced electric, water and sewer services to the citizens of Jacksonville and portions of surrounding counties while remaining environmentally sound and financially strong while providing revenue for the City of Jacksonville.

- 5.0.1 **Quality of Electric Service:** Provide clean, safe and reliable electric service to all prescribed consumers.
- 5.0.2 **Quality of Water Service:** Provide clean, safe and reliable water service to all prescribed consumers.
- 5.0.3 **Quality of Sewer Services:** Provide clean, safe and reliable sewer services to all prescribed consumers.
- 5.0.4 **Cost of Service:** Provide all utility services at a reasonable and accurate cost.
- 5.0.5 **Environmentally Sound:** Provide all utility services in a manner that is environmentally sound and sustainable.
- 5.0.6 **Informative Communication:** Effectively communicate with consumers and other stakeholders.
- 5.0.7 **Safety Standards:** Provide a safe work environment for all JEA staff.
- 5.0.8 **Financial Integrity:** Achieve fiscal targets to maintain and improve credit ratings.

JEA Board Policy Manual

POLICY TYPE: MEASURES OF EFFECTIVENESS (MOEs)

POLICY 5.0.1

POLICY TITLE: *QUALITY OF ELECTRIC SERVICE*

Provide clean, safe and reliable electric service to all prescribed consumers.

Accordingly,

- 5.0.1.1 Annually update an Electric Integrated Resource Supply Plan (IRP) to ensure consumers' future electricity supply needs are met at the lowest evaluated total lifecycle cost while maintaining fuel diversity.
- 5.0.1.2 Minimize the frequency of electric distribution system outages and report status through the System Average Interruption Frequency Index (SAIFI).
- 5.0.1.3 Minimize the frequency of electric distribution system voltage sags and report status through the System Average Root Mean Square Frequency Index (SARFI-80).
- 5.0.1.4 Minimize the duration of electric distribution system outages and report status through the System Average Interruption Duration Index (SAIDI).
- 5.0.1.5 Focus on reducing individual customer outages and report status through the customers experiencing more than five interruptions (CEMI-5).

JEA Board Policy Manual

POLICY TYPE: MEASURES OF EFFECTIVENESS (MOEs)

POLICY 5.0.2

POLICY TITLE: *QUALITY OF WATER SERVICE*

Provide clean, safe and reliable water service to all prescribed consumers.

Accordingly,

- 5.0.2.1 Annually update an Integrated Water Resource Plan (IWRP) to ensure consumers' future water supply needs are met at the lowest evaluated cost while also ensuring water resources are available for future generations. This includes a thorough evaluation of water supply alternatives.
- 5.0.2.2 Minimize the duration of water distribution system low pressure events and report status of the number of cumulative minutes water pressure drops below 30 pounds per square inch (psi) for all existing water distribution system pressure monitoring points.
- 5.0.2.3 Conduct water testing in accordance with the standards of the Florida Department of Environmental Protection (FDEP) and the Environmental Protection Agency (EPA) and report testing results to all water consumers and stakeholders.
- 5.0.2.4 Ensure compliance with JEA's Consumption Use Permit (CUP).

JEA Board Policy Manual

POLICY TYPE: MEASURES OF EFFECTIVENESS (MOEs)

POLICY 5.0.3

POLICY TITLE: *QUALITY OF SEWER SERVICE*

Provide clean, safe and reliable sewer service to all prescribed consumers.

Accordingly,

5.0.3.1 Minimize the frequency of sewer back-ups and overflows and report status by:

- a. the number of Sanitary Sewer Overflows (SSO's) per 100 miles of existing sewer pipe.
- b. the total number of sewer system cave-ins.

5.0.3.2 Limit the total amount of nutrients discharged into the St. John's River from all wastewater treatment facilities.

- a. Reduce the total nutrient discharge into the St. John's River to meet JEA's Florida Department of Environmental Protection (FDEP) Total Maximum Daily Load (TMDL) allocation.
- b. Increase the production and distribution of reclaimed water.

JEA Board Policy Manual

POLICY TYPE: MEASURES OF EFFECTIVENESS (MOEs)

POLICY 5.0.4

POLICY TITLE: *COST OF SERVICE*

Provide all utility services at a reasonable and accurate cost.

Accordingly,

5.0.4.1 All utility services are to be reasonably priced.

- a. Pricing for all utility services is to be frequently benchmarked against other state and regional utilities to demonstrate competitiveness.
- b. Pricing for each utility service for all classes of consumers is to be based on the cost to serve each consumer class. Cost of service studies are to be conducted in no more than five year intervals.

5.0.4.2 Minimize the number of consumer bills that are inaccurate, are estimated due to the lack of a current meter reading, or are untimely. The expectation is 99.9% accurate and timely.

5.0.4.3 Achieve annual budgeted cost for electric service (per kwh), water service (per gallon) and sewer service (per gallon).

JEA Board Policy Manual

POLICY TYPE: MEASURES OF EFFECTIVENESS (MOEs)

POLICY 5.0.5

POLICY TITLE: ENVIRONMENTALLY SOUND

Provide all utility services in a manner that is environmentally sound and sustainable.

Accordingly,

5.0.5.1 The CEO is expected to comply with all existing environmental regulations that apply.

4.5.2 Conservation: Pursue all options to communicate and incentivize customer conservation and efficiency while avoiding excessive customer cost.

- a. Electric System: Maintain the electric conservation fund by collecting an additional one cent per kwh for every kwh over 2750 on monthly residential consumption and by allocating 50 cents per mwh of base rate revenues (a total of approximately 0.5% of electric gross revenues.) The funds are to be spent for customer conservation initiatives and incentives only.

5.0.5.3 Renewable Energy Supply: Explore all options for renewable electric energy supply while avoiding excessive customer cost since a state or federal Renewable Electricity Standard (RES) is yet to be established and the timing for setting a standard remains uncertain.

5.0.5.4 Incorporate in generation planning and other utility operations strategies and actions to reduce greenhouse gases.

JEA Board Policy Manual

POLICY TYPE: MEASURES OF EFFECTIVENESS (MOEs)

POLICY 5.0.6

POLICY TITLE: INFORMATIVE COMMUNICATION

Effectively communicate with consumers and other stakeholders.

Accordingly,

- 5.0.6.1 To enable and encourage public dialogue on electric, water, and sewer issues at the local, state and national levels.
- 5.0.6.2 To inform consumers of potential or pending charges being considered for utility services or charges.
- 5.0.6.3 To inform consumers of the potential financial and consumption impact of conservation incentives and other activities under consideration.
- 5.0.6.4 Maintain top quartile JD Power ratings for all customer and communication categories.

JEA Board Policy Manual

POLICY TYPE: MEASURES OF EFFECTIVENESS (MOEs)

POLICY 5.0.7

POLICY TITLE: SAFETY STANDARDS

Provide a safe work environment for all JEA staff.

Accordingly,

5.0.7.1 Compliance is measured using OSHA's Recordable Incident Rate (RIR) calculation. JEA aspires to zero incidents, but also establishes an annual RIR target below average industry rates. Related preventive controls are validated by timely safety checks and closing of work order.

JEA Board Policy Manual

POLICY TYPE: MEASURES OF EFFECTIVENESS (MOEs)

POLICY 5.0.8

POLICY TITLE: FINANCIAL INTEGRITY

Achieve fiscal targets to maintain and improve credit ratings.

Accordingly,

- 5.0.8.1 Sections V and VI of the JEA Pricing Policy, as it may be amended, require ensuring the financial integrity of the Electric and Water/Sewer Systems respectively by establishing minimum annual total debt service coverage ratios and days of liquidity, maximum debt to asset ratios, and the maintenance of stabilization funds. Achieving these fiscal targets will help attain AA-level credit ratings.

JEA Board Policy Manual

APPENDICES

- A1 Executive Core Competencies
- A2 JEA Board Evaluation Criteria
- A3 JEA Charter (Article 21, City of Jacksonville Ordinance Code)

JEA Board Policy Manual

A1 - EXECUTIVE CORE COMPETENCIES

Models Integrity

- Demonstrates high ethical and moral standards and models important values for others to follow.
- Behaves and expresses oneself in an open and honest manner; is consistent in word and deed
- Represents information accurately and completely
- Assumes responsibility and accountability for own behavior; admits to mistakes

Makes Quality Decisions

- Prioritizes decisions and initiatives in ways that ensures the highest value for the organization
- Makes high-quality strategic decisions for the organization even when the consequences may be controversial
- Seeks the input of others to ensure that decisions made will be best for the organization and will minimize conflict with other initiatives
- Takes appropriate risks that weighs the positive and negative impact of each decision on the organization

Takes Initiative

- Reacts quickly to address problems that threaten organizational objectives
- Seeks out opportunities to extend or expand upon the organization's position in the market place
- Is passionate, highly engaged and highly energetic
- Forward looking; anticipates potential issues and mitigation measures.

Communicates Effectively

- Listens actively to ensure understanding of each person's point of view
- Clearly articulates (through speech or in writing) own knowledge and ideas so they are easily understood and applied to others
- Addresses difficult problems and perceptions that, if left untreated, could undermine the success of the organization
- Ensures regular, consistent, and meaningful communication throughout the organization

Drives Results

- Seeks to achieve improved or even unprecedented results and demonstrates personal accountability for outcomes
- Creates a positive environment in which results flow from a desire to achieve
- Sets strategic goals and measurable performance expectations for defining success
- Demonstrates ownership for performance of entire organization, and holds self and organization accountable for decisions and results
- Takes appropriate action when a mistake is made (analyze what went wrong and preventative measures to preclude repeated the same mistake.

JEA Board Policy Manual

A1- EXECUTIVE CORE COMPETENCIES

Focuses on the Customer

- Places high priority on identifying and meeting customer needs
- Ensures that customers understand and receive the fullest value possible from the products and services of the organization
- Utilizes follow-up procedures to ensure consistency and determine where improvements can be made to maintain high customer satisfaction

Fosters Teamwork

- Shares relevant expertise and knowledge to ensure team members have adequate information to make decisions and achieve objectives
- Contributes to inclusive culture by valuing others' viewpoints, encouraging others to share ideas, and treating others in an accepting, respectful manner
- Recognizes and capitalizes on the strengths of others to accomplish organizational objectives
- Directly confronts behaviors that undermine team effectiveness
- Exemplifies selfless service.
- Ensures the entire JEA team knows "why" JEA exists, and not just "what" JEA does and how it executes its mission.

Manages and Supports Change

- Effectively copes with changing environments, tasks and responsibilities
- Encourages others to embrace change and use it as an opportunity to be creative and improve performance
- Ensures that change initiatives are aligned with strategic initiatives, values, and mission of the organization
- Leverages resources to promote and sustain change efforts

Visionary Strategist

- Develops the strategies and actions needed to make JEA best in class for public utilities in the U.S.
- Communicates the organization's vision in a way that is meaningful and actionable for employees
- Collaborates with Executive Team and Board of Directors to determine vision and strategy, and ensures support throughout the organization
- Reviews the planning, organization, and direction of initiatives to ensure support of the mission statement and values
- Accurately anticipates the implications of events or decisions for various stakeholders in the organization and plans strategy accordingly

Manages Performance

- Motivates others to achieve results by getting buy in on JEA's mission and establishing an environment where everyone can make a positive impact.
- Provides the team with constructive feedback, guidance, and coaching for improving performance
- Sets clear performance expectations and standards, regularly monitors performance, and provides accurate and timely feedback

JEA Board Policy Manual

A1- EXECUTIVE CORE COMPETENCIES

Delegates to Others

- Does not micromanage the staff; allows those with responsibilities to do their job. Provides others with the resources, authority, and support to successfully complete delegated tasks
- Develops employees for assuming additional responsibilities; anticipates talent gaps and accelerates development plans to fill gaps

Maintains Positive Public Relations

- Seeks and builds relationships with external constituencies (e.g., elected officials, government agencies, other utility leaders, trustees, investment bankers) to strengthen the organization's impact and reputation in the community
- Represents JEA with credibility and transparency to the media.
- Ensures all communications are honest and candid, and resolves discrepancies expeditiously.

Actively Supports the JEA Board

- Keeps the Board informed on progress towards implementing strategic initiatives and other important information
- Updates the Board on large-scale progress of the organization towards its objectives
- Shows an appreciation for the unique role of a Board member and treats all Board members equally.
- Educates the Board on the strategies and priorities that balance the needs of customers with operational needs
- Keeps Board members informed on important issues – “no surprises”
- Provide Board members agenda materials at least seven (7) days prior to meetings so members can properly review and digest.
- Keeps the Board informed of any changes to the Senior Leadership Team

Leads Others Effectively

- Is a servant-leader who puts the team's welfare above their own
- Builds trusting, collaborative relationships across organizational boundaries to achieve goals
- Leads with integrity and values, and a focus at all times on the mission of the organization
- Challenges and motivates others in a way that is inclusive, tactful, empowering, and inspires superior performance
- Assumes full ownership and accountability for own performance
- Not afraid to make the tough calls.

JEA Board Policy Manual

A1- EXECUTIVE CORE COMPETENCIES

Leverages Industry Acumen

- Monitors and analyzes financial data and key cost drivers) to evaluate options and make decisions
- Understands overall financial and operational performance of JEA in order to effectively position it in the marketplace
- Follows appropriate legal and fiduciary requirements when reconciling and reporting financial transactions
- Grows continuously in business knowledge and experience
- Identifies metrics and other documentation to help board members responsibly monitor JEAs performance.

Plans for the Future

- Develops a proposed long term strategic plan based on the interests of all stakeholders and priorities of the board.
- Identifies and balances risks and benefits when developing plans
- Identifies need for and ensures contingency plans are developed
- Aligns and allocates resources and time according to strategic priorities and company interests
- Develops a CEO succession plan that results in qualified personnel to step up and successfully perform the duties of the CEO on short notice.

Embraces Diversity

- Promotes the active recruiting of diverse individuals
- Does not tolerate any form of discrimination (gender, ethnic, religious, sexual orientation, etc.).Demonstrates visible support for programs that remove barriers (e.g., stereotypes) between diverse individuals and affords all personnel consideration for upward mobility opportunities.
- Actively monitors organization to ensure equality and fairness for all members; objectively allocates compensation, rewards, and opportunities
- Promotes an inclusive culture where different viewpoints are valued and encouraged

Negotiates Collaboratively

- Strives to understand each party's position by asking in-depth questions and probing for specific needs and issues
- Discloses appropriate and important information to establish openness and trust
- Keeps arguments or disputes issue-oriented rather than personal
- Maintains flexibility in negotiating style, adapting style to the specific needs of a given situation

JEA Board Policy Manual

A1- EXECUTIVE CORE COMPETENCIES

CEO Evaluation Criteria

1. CEO maintains safety as a top priority and executes an effective risk mitigation plan.
2. KPAs and associated KPIs as per Policy Category IV MOEs.
3. CEO ensures agenda materials are distributed to board members in a timely manner before all meetings to facilitate board meeting preparedness (7 days).
4. CEO complies with all applicable legal & fiduciary responsibilities.
5. CEO establishes a positive environment where diversity is embraced, and the workforce is proud to be a member of JEA, knows their mission, and trusts the CEO and his senior leadership team.
6. CEO maintains a candid dialogue with the board and is completely transparent on all issues associated with JEA.
7. CEO has a viable succession plan.
8. CEO keeps JEA on the right strategic path based on the most current strategic plan.
9. CEO maintains 100% compliance with respect to Article 21 applicable provisions.
10. Complies with executive core competencies (as per Appendix A1).

JEA Board Policy Manual

A2 - JEA BOARD EVALUATION CRITERIA

The JEA Board will self-assess annually as per the Evaluation Criteria below. JEA's Compliance Office will be the third-party facilitator to assist board members in discussing survey results, consistent with the Florida Sunshine and Open Government laws, and deciding what is actionable.

No.	Statements (Please rate the following statements based on your perception of the Board's Performance)	Ratings 1 (Strongly Disagree) 2 (Disagree) 3 (Undecided) 4 (Agree) 5 (Strongly Agree)	Comments
	Board Members...		
1	Receive a comprehensive orientation to prepare them to perform their roles and responsibilities.		
2	Are prepared for and participate in monthly Board meetings.		
3	Understand and fulfill the Board's roles and responsibilities.		
4	Understand and support JEA's mission and strategic objectives.		
5	Understand and adhere to the JEA Charter, Bylaws, Board Policies, and applicable Florida Statutes and City Ordinances.		
6	Understand JEA's MOEs so accurate assessments can be made.		
7	Understand and discuss JEA's financial reports and annual budget.		
8	Work together to make good decisions.		
9	Have a strong working relationship with the CEO.		
10	Understand CEO evaluation criteria.		
11	Respect the confidentiality of Board matters in accordance with public records laws.		
12	Reflect behavior consistent with JEA's Code of Conduct and Code of Ethics.		
13	Are knowledgeable about JEA's programs and services.		
14	Follow industry trends and important developments related to JEA and understand key corporate risks.		
15	Actively self-educate and stay current with industry trends.		
16	Work in coordination with the CEO on succession plan.		
17	Actively look to improve processes.		
18	Act as goodwill ambassadors for JEA in the community.		

JEA Board Policy Manual

	Board Meetings...		
19	Are generally well-run, make good use of members' time, and are of an optimal length.		
20	Board briefing packets are complete and issued at least 7 days in advance of meetings.		
	The Board...		
21	Is represented with the necessary skills, stakeholders, and diversity.		
22	Demonstrates the principle of transparency in its governance activities.		
23	Delegates sufficient authority to the CEO to lead the organization.		
24	Reviews CEO performance and compensation annually.		
	Total Score	0	
	Average Score	0.00	

General Comments (if any):

JEA Board Policy Manual

A3 – JEA Charter (Article 21)

ARTICLE 21. - JEA

Section 21.01. - JEA created and continued; audits.

- (a) *Creation.* There is hereby created and established a body politic and corporate to be known as JEA, which is authorized to own, manage and operate for the benefit of the City of Jacksonville the utilities systems within and without the City of Jacksonville. JEA is created for the express purpose of acquiring, constructing, operating, financing and otherwise having plenary authority with respect to electric, water, sewer, natural gas and such other utility system as may be under its control now or in the future. The utilities systems may be owned, operated or managed by JEA for the benefit of the City of Jacksonville separately or in such combined or consolidated manner as JEA may determine and JEA may use such name or names in the conduct of its business in connection therewith as it may determine. It is the specific purpose of this Article to repose in JEA all powers with respect to electric, water, sewer, natural gas and such other utility system which are now, in the future could be, or could have been but for this Article, exercised by the City of Jacksonville. JEA created and established by this Article is the same Jacksonville Electric Authority previously created and established by Chapter 67-1569, Laws of Florida, as amended, (including as added to Chapter 67-1320, Laws of Florida by Chapter 78-538, Laws of Florida and, as amended and readopted by Chapters 80-515, and 92-341, Laws of Florida) and, except as otherwise provided or authorized by this Article, JEA shall continue to function under this Article the same as it previously functioned under Chapter 67-1569, Laws of Florida, as amended (including as added to Chapter 67-1320, Laws of Florida by Chapter 78-538, Laws of Florida and, as amended and readopted by Chapters 80-515 and 92-341, Laws of Florida).
- (b) *Audits.* JEA shall be subject to the council auditor's authority set forth in Section 5.10 of the Charter.

(Laws of Fla., Ch. 78-538, § 1; Laws of Fla., Ch. 80-515, § 1; Ord. 84-1307-754, § 25; Laws of Fla., Ch. 92-341, § 1; Ord. 93-82-1385, § 1; Ord. 97-12-E, § 2; Ord. 98-253-E, § 1; Ord. 2020-419-E, § 2)

Section 21.02. - Definitions.

In the interpretation of this Article, unless the context otherwise requires:

- (a) The term "utilities systems" means the electric utility system and the water and sewer utility system now operated by JEA which shall include, except where inconsistent with Chapter 80-513, Laws of Florida, as amended, or where the context otherwise requires, any "system" or "project" authorized pursuant to the provisions of Chapter 80-513, Laws of Florida, as

amended and any natural gas utility system to be operated in the future by JEA together with any other additional utility system as may be hereafter designated as a part of the utilities systems operated by JEA as provided in Section 21.04(v) herein.

- (b) The term "member" means an individual confirmed by the council to serve on the governing body of JEA pursuant to this Article.
- (c) The term "managing director" means the chief executive officer of JEA.
- (d) The term "utility system" shall mean any separate utility system operated by JEA such as its electric utility system, its water utility system, its wastewater utility system, its natural gas utility system or any other additional utility system as may be hereafter designated as a part of the utilities systems operated by JEA as provided in Section 21.04(v) herein.
- (e) The terms "sewer utility system" and "wastewater utility system" shall each have the same meaning as the other and these terms shall be interpreted as meaning the same.
- (f) The term "district energy system" or "DES" shall mean a system of centrally located chillers designed to provide chilled or heated water via pipes for the purposes of providing heating and cooling within a designated area.
- (g) The term "governing body of JEA" means the governing body of JEA consisting of seven members.

(Laws of Fla., Ch. 78-538, § 1; Laws of Fla., Ch. 80-515, § 1; Ord. 84-1307-754, § 25; Laws of Fla., Ch. 92-341, § 1; Ord. 93-82-1385, § 1; Ord. 97-12-E, § 2; Ord. 98-253-E, § 1; Ord. 2015-764-E, § 2; Ord. 2020-419-E, § 2)

Section 21.03. - Composition; compensation; officers; meetings.

- (a) *Composition; qualifications; removal.* The governing body of JEA shall consist of seven members, each of whom shall serve for a term of four years or until such member's successor has been appointed and has qualified. Four members shall be nominated by the council president and confirmed by the council, and three members shall be appointed by the mayor and shall be confirmed by the council. With regard to one member appointed by council through open application, the council president shall nominate an applicant who has one of the following qualifications: was a former JEA employee, or person recommended by an employee, union or group of current or former JEA employees. To the extent feasible and regarding member appointments generally, individuals who have demonstrated corporate, executive or administrative experience working in public or private organizations, including, but not limited to, non-profit and government organizations, are preferred, but not required, to serve on the governing body of JEA. Each member shall have been a resident and elector of the city for at least six consecutive months prior to such member's appointment. No member shall hold any other public office or position. If at any time during a member's tenure on the governing body of JEA, such member shall cease to possess the qualifications required for membership on the governing

body of JEA, such member shall cease to be a member and a vacancy shall exist on JEA. Any vacancy on the governing body of JEA, however created, shall be filled for the unexpired term in the same manner as the position was originally filled, and the person filling the vacancy shall have and shall retain all the qualifications prescribed for membership on JEA. Any member appointed to the governing body of JEA for two consecutive full terms shall not be eligible for the succeeding term. The members appointed by the mayor may be removed by the mayor at any time with or without cause, but a removal must be approved by a two-thirds vote of the council. The members appointed by the council may be removed by the council at any time with or without cause, but a removal must be approved by a two-thirds vote of the council.

- (b) *Compensation; applicable laws.* Members shall not be entitled to pension or other retirement benefits on account of service on the governing body of JEA, but members shall be entitled to payment or reimbursement for reasonable expenses incurred (e.g., travel expenses) as prescribed by the council by ordinance. Members shall be subject to the provisions of F.S. § 286.012, as amended, relating to voting at meetings of JEA, and the provisions of F.S. §§ 112.311 through 112.3175, as amended, relating to financial disclosure and conflicts of interest. Additionally, Members shall be subject to all other relevant and applicable laws and ordinances, including but not limited to, F.S. Ch. 286 (Public Business: Miscellaneous Provisions), as amended; F.S. Ch. 112, Part III (Code of Ethics for Public Officers and Employees), as amended; and F.S. Ch. 119 (Public Records), as amended, and Chapter 602 (Jacksonville Code of Ethics), Ordinance Code of the City of Jacksonville, as amended.
- (c) *Officers; meetings; quorum; governing documents.* The governing body of JEA shall elect a chairperson, vice-chairperson and secretary of JEA and may elect one or more assistant secretaries of JEA, each of whom shall serve for one year or until such officer's successor is chosen. JEA may meet at such times and places designated by the governing body of JEA and shall hold regular meetings as necessary. Generally, JEA shall meet once a month, but in no event less than eight (8) times a year. Special meetings may be held upon the call of the chairperson or any three (3) members. JEA meetings shall be subject to F.S. § 286.011 (Florida Open Meetings Laws), as amended. A majority of the membership shall constitute a quorum for the purpose of meeting and transacting business. Each member shall have one vote. The governing body of JEA shall adopt governing documents, including, but not limited to, bylaws, a board policy manual, and such other rules and regulations not inconsistent with this Article, the charter or general law. Unless otherwise provided herein, the governing body of JEA shall annually review and update its governing documents. JEA's bylaws, board policy manual, and other governing documents, including any amendments thereto, shall be posted on JEA's website in a conspicuous manner for the public to view.
- (d) *Office-holding; oath.* JEA membership shall be considered an office and limited by the office holding provisions as provided for under the Florida Constitution. No member shall be eligible to serve as a member while holding another office or being an employee of JEA. Members shall be

required to take an oath of office consistent with the oath of office taken by other public officials serving on city boards and commissions.

- (e) *Transparency in meetings.* JEA should hold its meetings in the most open and transparent manner practicable for the benefit of the public and citizens of the City of Jacksonville. JEA shall adopt procedural rules regarding the publication of meeting agendas, meeting materials, meeting minutes, and public participation during all meetings, including regular, special and committee meetings, where action by the governing body of JEA or committee is contemplated. To the greatest extent feasible, JEA is encouraged to adhere to best practices and recommendations regarding openness and transparency contained in the latest published edition of Florida's Government-In-the Sunshine Law Manual prepared by the Office of the Attorney General. At a minimum, such procedural rules should require JEA to (i) publish an agenda and any meeting materials for its regular, special and committee meetings in a conspicuous manner on JEA's official website; (ii) promptly post meeting minutes generally within 72 hours after each meeting; and (iii) provide the timeframe for when an agenda and any meeting materials must be made available to the public in advance of such meetings. Such procedural rules should also require JEA to deliver copies of its meeting agendas, including regular, special and committee meeting agendas, and any meeting materials related thereto, to the council auditor in substantially the same timeframe and content as provided to members. Nothing in this subsection shall prohibit JEA from amending previously published meeting agendas and meeting materials in accordance with its bylaws, board policy manual, or other applicable governing documents.

(Ord. No. 2020-100-E, § 2 (Referendum of November 3, 2020); Ord. 2020-419-E, §§ 1, 2)

Editor's note— Ord. 2020-419-E, §§ 1 and 2, amended the Charter by repealing former § 21.03 in its entirety and adding a new § 21.03. Former § 21.03 pertained to similar subject matter, and derived from Laws of Fla., Ch. 75-538, § 1; Laws of Fla., Ch. 80-515, § 1; Ord. 83-693-582, § 1; Ord. 84-1307-754, § 25; Laws of Fla., Ch. 92-341, § 1; Ord. 93-82-1385, § 1; Ord. 98-253-E, § 1; and Ord. 2016-764-E, § 2. Amendments made by Ord. 2020-100-E, § 2, were retained and incorporated into Ord. 2020-419-E.

Section 21.04. - Powers.

JEA shall have the following powers, in addition to powers otherwise conferred:

- (a) To construct, own, acquire, establish, improve, extend, enlarge, reconstruct, reequip, maintain, repair, finance, manage, operate, and promote the utilities systems.
- (b) To acquire for the use of the utilities systems by grant, purchase, gift, devise, condemnation by eminent domain proceedings, exchange, lease or in any other manner, all property, real or personal, or any estate or interest therein, including without limitation, property used:
 - (1) In connection with the generation, transmission and distribution of electric power and energy;

- (2) In connection with the collection, storage, treatment, processing, disposal, transmission and distribution of water and wastewater including, but not limited to, raw water, potable water, non-potable water, chilled water and reused water; however, JEA shall have no power or authority for the function of stormwater runoff and drainage management;
- (3) In connection with the production, procurement, extraction, manufacture, transmission, transportation, distribution, and storage of natural gas; and
- (4) In connection with the production of steam, the mining, extraction, development, production, manufacture, procurement, transportation, handling, storage, processing or reprocessing of fuel of any kind, to likewise acquire any facility or rights with respect to the supply of water, any rights with respect to minerals, including but not limited to coal, petroleum coke, natural gas and oil and bio-mass facilities for the processing of by-products derived from the operation of the utilities systems, solid waste disposal and environmental protection facilities, communication and computer facilities, and any other property, equipment, facilities or property rights whatsoever determined by JEA to be necessary or convenient in connection with the operation, promotion, financing, construction, management, improvement, extension, enlargement, reconstruction, re-equipment, maintenance, repair, decommissioning or disposal of the utilities systems or any part thereof, and to sell, lease or otherwise transfer, with or without consideration, any such property when in JEA's discretion it is no longer needed or useful, or such sale, lease or transfer otherwise is in the best interest of JEA, all upon such terms and conditions as JEA shall by resolution fix and determine.

The right of eminent domain conferred herein shall be exercised by JEA in the manner provided by law. 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. 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 council.

Regarding any real property interests acquired or disposed of by JEA pursuant to this subsection, the governing body of JEA shall approve real estate rules and procedures and any amendments thereto governing the reporting, acquisition, sale, purchase, lease, license, transfer, and disposition of real property. Such real estate rules and procedures shall not be inconsistent with this Article, including, but not limited to, the express prohibitions set forth in Section 21.11 herein. The governing body of JEA shall review its real estate rules and procedures no less than biennially. The governing body of JEA shall not delegate its approval

authority of such real estate rules and procedures, including any amendments thereto, to the managing director or any other officer, employee or agent of JEA. JEA shall post such real estate rules and procedures, including any amendments thereto, on JEA's website in a conspicuous manner for the public to view.

- (c) To furnish electricity, water, sanitary sewer service, natural gas and other utility services as authorized herein to any person or entity, public or private, within or without the city and for said purposes shall have the right to construct and maintain electric lines, pipelines, water and sewer mains, natural gas lines and related facilities in and along all public highways and streets within or without the city.
- (d) To sell power and energy, water, sanitary sewer service, natural gas and other utility services as authorized herein at wholesale and retail and/or to provide transmission or other services of any kind to any person or entity, public or private, within or without the State of Florida, directly by JEA, indirectly through other entities and jointly through associations with other utilities or entities engaged in these activities.
- (e) To enter into contracts with any person or entity, public or private, deemed necessary or desirable by JEA in connection with carrying out its powers and duties, except as otherwise prohibited in this Article or the charter.
- (f) To fix, pledge to establish or establish, levy, regulate, impose and collect rates, assessments, fees and charges for the use or benefit of the utilities system and to alter and amend same from time to time, which rates, assessments, fees and charges shall result in JEA receiving or possessing an amount which, together with accumulated balances from prior years available therefore is not less than is required to operate and maintain a self-liquidating or self-sustaining utilities system. When establishing or altering rates, assessments, fees or charges for retail service, JEA shall first give notice of and hold a public hearing in the City of Jacksonville. The notice shall be published not less than one (1) week in advance in at least one (1) newspaper of general circulation in the city. Said notice shall be at least one-fourth page in size, inviting the public to be present and heard. JEA shall have the power to impose sanctions to enforce compliance with any rule or regulation which JEA may adopt in the management and operation of, or the sale or use of any utility service provided by JEA from the utilities system including, without limitation, electricity, water, sewer and natural gas services. The city and other public bodies shall be required to pay for any utility services provided by JEA upon the same basis as other users.
- (g) To sue and be sued, implead and be impleaded, complain and defend in all courts, to adopt and use a corporate seal, to apply for, hold and own patents and copyrights, to sell or license patents, copyrights, patented or copyrighted materials to other public or private entities. Prices or fees for such sales or licensing may be based upon market considerations. JEA may

designate how proceeds from such sales or licensing shall be used. Prices or fees for the sale of copyrighted data processing software, as defined in F.S. § 119.011, shall be established pursuant to § 119.084, as amended.

- (h) To make or cause to be made such surveys, investigations, studies, borings, maps, drawings and estimates of cost and revenues as it may deem necessary, and to prepare and adopt a comprehensive plan or plans for the location, relocation, construction, improvement, revision and development of the utilities system.
- (i) (1) To issue revenue bonds or revenue certificates of JEA for the purpose of financing or refinancing the utilities system, including without limitation the financing of any one or more enlargements, expansions, developments, replacements, acquisitions or modernization of the utilities system, any expenses of the utilities system, any reserves deemed necessary or desirable by JEA and any other purpose not otherwise prohibited by law, and retiring any bond, note or revenue certificate issued under this Article, or any bond, note or revenue certificate issued by or on behalf of the city to finance the water and sewer utilities previously owned or operated by the city, and for any combination of one or more such purposes in any single issue of revenue bonds or revenue certificates. At the discretion of JEA, such bonds or revenue certificates may be issued for any one or more of the several utility systems of JEA (or any combination thereof).
- (2) The bonds or revenue certificates of each issue shall be authorized by resolution of JEA, which resolution shall contain such provisions relating to the protection and security of the holders of the bonds or revenue certificates, including their rights and remedies, and the rights, powers, privileges, duties and obligations of JEA with respect to the same. Such resolution may also contain provisions providing for the pledge of all or any part of the revenues of the utilities system, to which may, at JEA's discretion, be limited to the revenues of one or more of the several utility systems, to secure the payment of the bonds or revenue certificates of any issue and may provide for the pledge of other funds and accounts of JEA. Such resolution also shall determine the timing and manner of sale, which may be public or private; maturities; rate or rates of interest, which may be fixed or may vary at such time or times as provided or in accordance with a specified formula or method of determination (subject to any legal limitations on interest, as established by F.S. § 215.84, or according to said Section as it may from time to time be amended); and other terms and conditions of the bonds or revenue certificates, provided that JEA may delegate to the chairperson, managing director or other officer or employee of JEA designated by JEA the power to determine any such terms or conditions. However, the amounts and maturities of such bonds or revenue certificates and the interest rate or rates of such bonds or revenue certificates shall be within the limits prescribed by JEA and its resolution delegating to the chairperson, managing director or such other officer or

employee of JEA the power to authorize the issuance and sale of such bonds or revenue certificates, and, in the case of the total aggregate amount of bonds or revenue certificates issued by JEA, within the limits prescribed by ordinance of the council. In case any officer whose signature or facsimile of whose signature shall appear on any bonds or revenue certificates shall cease to be such officer before the delivery of such bonds or revenue certificates, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. All bonds and revenue certificates issued under the provisions of this Article shall have and are hereby declared to have all the qualities and incidents of negotiable instruments under the negotiable instruments law of the state. The issuance of such bonds and revenue certificates shall not be subject to any limitations or conditions contained in any other law.

- (3) Bonds or revenue certificates and refunding bonds or refunding revenue certificates issued pursuant to this Article if sold by bid shall be sold to the bidder whose bid produces the lowest true interest cost to JEA. JEA may restrict the bidders in any sale by pre-qualification or otherwise and may reserve the right to reject any or all bids. Prior to any sale by bid of bonds or revenue certificates JEA shall cause notice to be given in such manner and at such time as JEA shall determine. Said notice shall specify such matters relating to the bonds or revenue certificates offered for sale as JEA shall determine and shall state the manner in which bids shall be given. JEA may reserve the right to waive any informalities or irregularities if JEA determines that such actions are in its best interest. In no event shall said bonds or revenue certificates be sold at a net interest cost to JEA in excess of the legal limit, as established by F.S. § 215.84, or according to said Section as it may from time to time be amended.
- (4) In no event shall general obligation bonds be issued hereunder.
- (5) Bonds or revenue certificates may be issued by resolution of JEA, subject only to the approval by ordinance of the council of the aggregate principal amount of such bonds or revenue certificates.
- (j) To borrow money and to issue notes for any purpose or purposes for which bonds or revenue certificates may be issued under the provisions of this Article, in accordance with the provisions of this Article relating to the issuance of bonds or revenue certificates, and to refund the same and to issue notes in anticipation of the receipt of the proceeds of the sale of any such bonds or revenue certificates.
- (k) To borrow money from the city, for any period not to exceed one year, to provide JEA with working capital to meet routine or emergency cash requirements and to maintain adequate inventories, at such interest rates and upon such conditions concerning the method of borrowing, the time and manner of payment and the maximum amount that may be on loan

at any time, as are determined by ordinance of the council; to lend money from one of its utilities operations to another of its utilities operations for such period, at such interest rates and upon such other conditions concerning the method of borrowing, the time and manner of payment and the maximum amount that may be on loan at any time, all as determined by JEA; and to borrow money from lending institutions, including, without limitation, borrowing as part of a commercial paper or other short-term note financing program which may include provision for payment upon demand by the purchaser or purchasers, as authorized by resolution of JEA. When authorized by resolution of JEA, such notes, including renewals thereof, may be sold or placed by officers of JEA at public or private sale and delivered by such officers to the purchaser or purchasers thereof within the limitations and restrictions contained in such resolution. Such loans between utility systems and such borrowings from lending institutions, or between one or more of the utility systems, including borrowing as part of a commercial paper or other short-term note financing program, will not require the approval of the council.

- (l) To enter into contracts determined by JEA to be necessary or desirable for the prudent management of JEA's funds, debt or fuels, and any and all other commodities used for the several utility systems including, without limitation, interest rate swaps, option contracts, futures contracts, contracts for the future delivery or price management of power, energy, natural gas or other related commodities, hedging contracts, other risk management techniques, securities lending agreements and forward purchase contracts.
- (m) To invest money of JEA not required for immediate use, including proceeds from the sale of any bonds, revenue certificates or notes, in such obligations, securities, and other investments as JEA shall deem prudent, subject to any agreement with bondholders, revenue certificate holders or note holders.
- (n) To enter into joint project agreements as provided by Part II of F.S. Ch. 361, as amended, for the purpose of implementing a project, as such term is defined in Part II of F.S. Ch. 361. A copy of all such joint project agreements shall be filed with the council, the council auditor, and the mayor at least thirty days prior to the effective date of the agreement. Anything in this provision to the contrary notwithstanding, (i) any joint project agreement that involves a transfer of the electric system, function or operation that is subject to the requirements and limitations of Section 21.11 herein or (ii) any joint project agreement that involves the issuance of debt not previously authorized by Section 21.04(i)(2) herein, shall require prior approval of the council.
- (o) To enter into agreements with one or more other electric utilities, public or private, and related contracts with respect to joint electric power projects as provided in Section 2 of Chapter 80-513, Laws of Florida, as amended. The provisions of said Chapter 80-513 shall

govern and control JEA in all respects in the carrying out of a joint electric power project authorized thereunder notwithstanding any provision of the charter or of the Ordinance Code of the City of Jacksonville which may be in conflict therewith.

(p) To provide, supply, transfer, sell, finance, or lease services, products, by-products, and activities developed or used by JEA incident to the exercise of the powers conferred by this Article in the delivery of the utilities systems in the following manner:

- (1) *JEA governing body approval.* The governing body of JEA shall approve in advance all services, products, by-products or activities developed or used by JEA in accordance with this subsection (p) at a duly noticed meeting. The governing body of JEA shall not delegate its approval authority under this subsection to the managing director or any other officer, employee or agent of JEA.
- (2) *Permitted services, products, by-products and activities.* The services, products, by-products and activities expressly permitted to be developed or used by JEA pursuant to this subsection (p) shall include providing, supplying, transferring, selling, financing or leasing the following: (i) energy performance contracting; (ii) water, sewer and natural gas (and any other utility service hereafter provided by JEA) contracting; (iii) power marketing services; (iv) testing and maintenance of customer-owned facilities such as transformers, capacitors, lighting, HVAC systems, water cooling and heating systems, energy management systems, etc.; (v) temporary leasing of JEA facilities such as oil storage tanks; (vi) steam or other thermal energy services and contracting; (vii) services regarding specially conditioned power on the premises of customers; (viii) services or products to build, transfer, lease, finance, operate or sell cogeneration facilities, small power production facilities, specially conditioned power, energy conservation, energy efficiency and dispersed generation to other electric utilities both within and without the state or to any wholesale or retail customers of JEA, upon such terms and conditions as JEA shall by resolution fix and determine; and (ix) financing, testing, maintenance and operation of customer owned facilities used in water, wastewater and natural gas functions.
- (3) *Required notice of additional services or products not expressly listed in subsection (p)(2) above.* JEA may provide "additional services or products" not listed in subsection (p)(2) above. However, JEA shall not provide, supply, transfer, sell, finance or lease any additional service, product, by-product or activity not expressly listed in subsection (p)(2)(i) —(ix) above ("additional service or product") to any person or entity under this subsection without first providing written notice as provided herein of such additional service or product to the council auditor no less than 60 days prior to such date that the governing body of JEA is scheduled to approve such additional service or product in accordance with subsection (p)(1). JEA's required written notice to the council auditor shall include the following information regarding such additional service or product: (i) an express

reference in the notice that the notice is being provided pursuant to this subsection; (ii) a detailed description of the additional service or product; (iii) a copy of any applicable business plans; (iv) a copy of any proposed contracts or contract forms; (v) a financial analysis, including projected revenues and expenses; and (vi) any other information developed by JEA or third parties regarding the additional service or product. Any action by JEA to provide, supply, transfer, sell, finance or lease an additional service or product pursuant to this subsection shall be void without the required prior approval of the governing body of JEA and prior notice to the council auditor as provided herein. JEA shall provide the mayor and council with a notice containing the information in items (i) and (ii) above regarding such additional service or product concurrent with the required council auditor notice provided herein.

- (4) *Annual report.* JEA shall provide a comprehensive annual written report to the mayor, council, and council auditor regarding all services, products, or by-products developed or used by JEA pursuant to this subsection (p). JEA shall post such written report on JEA's website in a conspicuous manner for the public to view.
- (5) *Prohibition.* JEA shall not exercise any powers pursuant to this subsection (p) that are expressly prohibited in the charter or this Article, including, but not limited to, the express prohibitions set forth in Section 21.11 herein.

(q) To implement giving programs in the following manner:

- (1) Upon approval of the governing body of JEA, to collect from customers and ratepayers monthly or one-time voluntary contributions to be deposited into an elderly and/or handicapped or low-income customer emergency trust fund administered by JEA. The proceeds of such trust fund may be expended periodically by JEA for the purpose of providing financial assistance to elderly and/or handicapped or otherwise needy low-income residents living within the service area of JEA for the payment of their utilities needs. The method of administration of such trust fund, including the collection and distribution thereof, shall be as provided by ordinance of the council. The results of such giving program shall be reported annually each July 1st to the council.
- (2) Upon approval of the governing body of JEA, to collect monthly or one-time voluntary contributions from customers and ratepayers, for a charitable, scholastic, or public service community giving program. Contributions from any such program shall be passed through to an appropriate non-profit entity for administration and distribution and shall not be administered by JEA. The results of such giving program shall be reported annually each July 1st to the council.
- (3) Upon approval of the governing body of JEA, to collect monthly or one-time voluntary contributions from customers, ratepayers or other contributors for other customer assistance programs directly related to services or utilities provided by JEA. Contributions

from any such program shall be passed through to an appropriate non-profit entity for administration and distribution and shall not be administered by JEA. The results of any such giving program shall be reported annually each July 1st to the council.

- (r) To jointly or separately plan, finance, operate, use, share costs of, sponsor, publicize or otherwise participate in projects, systems, programs or measures to promote or implement electric and natural gas energy, electrotechnologies, water, wastewater and natural gas conservation and efficiency, power conditioning and load management, including, but not limited to, energy, water and wastewater conservation, energy efficiency and conditioning or load reducing or load shaping modifications to the maintenance and operating procedures and facilities of a building or facility or in the installation therein; energy, water and wastewater conserving and energy efficiency modifications to windows and doors, pipes, pumps and motors; caulking and weatherstripping; insulation; automatic energy control systems; load management systems; hot water systems; replacements or modifications of lighting fixtures; and energy recovery and recycling systems; and research and development relating thereto within or without the state.
- (s) Except as otherwise prohibited herein, to delegate any act authorized pursuant to this Article to any officer, employee or agent of JEA as it may deem necessary or desirable for the prudent management of JEA.
- (t) To do all acts and deeds necessary, convenient or desirable, incidental to the exercise and performance of the powers and duties granted to JEA in this Article.
- (u) Express authority is given JEA to enter into any contracts, leases or other agreements with other governmental bodies (either local, state or federal) for the purpose of carrying out any of the provisions, powers or purposes of this Article. JEA is expressly prohibited from appropriating or expending any of its funds for payments, contributions or transfer to any non-profit organization or any other group, association or entity other than those whose primary purpose directly involves the electric, water, wastewater and natural gas utility, (or any other utility which may, in the future, be operated by JEA) industries, or electric energy, water, wastewater and natural gas (or any other utility which may, in the future, be operated by JEA) related matters.
- (v) If JEA determines that it is necessary or appropriate for it to provide, operate or maintain any other utility system or function other than electric, water wastewater and natural gas, JEA shall by resolution identify such additional utility system or systems or function or functions and indicate its desire to provide such utility service or services or function or functions to the council. Sixty days prior to JEA filing the JEA resolution via legislation with the council, JEA shall provide written notice to the council auditor regarding the additional utility system, function, or utility service that JEA desires to provide, operate and maintain. Such notice to the council auditor shall include the following information regarding such additional utility system,

function, or utility service: (i) an express reference in the notice that the notice is being provided pursuant to this subsection; (ii) a detailed description of the additional utility system, function or utility service; (iii) a copy of any applicable business plans; (iv) a copy of any proposed contracts or contract forms; (v) a financial analysis, including projected revenues and expenses; and (vi) any other information developed by JEA or third parties regarding the additional utility system, function, or utility service. The JEA resolution to be provided to council via legislation for adoption and approval by the council shall address relative real property tax treatment of JEA providing, operating or maintaining the additional utility system and shall include the information listed in (i)-(vi) above. Upon the adoption and approval of this resolution by JEA and the council, voting as separate entities, JEA, with respect to the specified system or systems, shall be vested with all powers set forth herein or in general law that would, but for the provisions of this Article, apply to such specified utility system or systems.

- (w) To exercise all powers granted to the city with regard to sewage collection and disposal and to water supply pursuant to F.S. Chs. 170 and 180, including the issuance of bonds or notes in anticipation thereof payable from special assessments under said F.S. Ch. 170.
- (x) To coordinate carefully with the Department of Public Works of the City of Jacksonville, the Jacksonville Transportation Authority, and other independent agencies, the planning and execution of engineering and construction projects involving underground work and streets and highways to seek to minimize the total cost of such projects and to reduce disruption to the citizens of the city to the maximum extent possible.
- (y) To expend JEA funds up to one (1%) percent of the prior year's gross revenues to 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 this Article and to promote the objectives of JEA all in the manner set forth by resolution of JEA. Accordingly, JEA may expend its funds to make known to the users, potential users and public in general the advantages, facilities, resources, products, attractions and attributes of the services provided by JEA and to further create a favorable climate of opinion concerning the activities and projects authorized and indicated by this Article. JEA may also, to the extent permitted by the laws of the State of Florida, expend funds in cooperative efforts to and with other agencies, both public and private, in accomplishing the purposes enumerated and indicated by this Article; and in furtherance thereof. JEA may also authorize reasonable expenditures for any and all of the purposes herein enumerated, including but not limited to, reasonable food and beverage expenditures in the interest of promoting and engendering good will toward the activities and projects herein authorized. Whenever an expenditure of funds for any of the foregoing purposes is made by a member or employee of JEA, JEA may reimburse such member or employee

therefor, but only after such expenditures have been duly authorized by JEA or its managing director if so delegated to do so. JEA will provide a list of proposed promotional expenditures for the current fiscal year to the council auditors on or before December 31st of each fiscal year. The spending limitation on promotional expenditures set forth in this subsection shall not apply to a newly approved utility system, function or utility service under subsection (v) herein and newly approved additional services or products under subsection (p) herein. For purposes of this subsection "newly approved" shall mean within seven years of the approval date by council for matters subject to the provisions of subsection (v) or by the governing body of JEA for matters subject to the provisions of subsection (p), as applicable. All funds expended by JEA as reimbursement for travel expenses shall be subject to Chapter 106, Part 7, of the Ordinance Code of the City of Jacksonville, as amended. JEA shall not exercise any powers pursuant to this subsection to promote the privatization, sale, transfer or reorganization of JEA as expressly prohibited in Section 21.11 herein or otherwise in this Article or the charter.

- (z) To allocate costs between the electric, water, sewer, natural gas and any other utility system operated now or in the future by JEA on a cost accounted basis.
- (aa) To assist the City of Jacksonville and any of its departments and independent agencies in the development of joint financing programs for the purpose of financing capital improvement programs for the City of Jacksonville and any of its departments and independent agencies.
- (bb) To enter into such interlocal agreements authorized by, and to become a member of such separate legal entity or entities created pursuant to F.S. Ch. 163, as JEA shall determine by resolution are necessary or desirable to accomplish the purposes enumerated and indicated by this Article; and, to the extent permitted by the laws of the State of Florida, to enter into such joint ventures, partnerships, joint ownership arrangements, or other similar arrangements with other persons or entities, public or private, as JEA shall determine by resolution are necessary or desirable to accomplish the purposes enumerated and indicated by this Article.
- (cc) To allocate and allot the sums appropriated by the council in JEA's annual budget for more specific purposes and to transfer from time to time during the fiscal year, without further council approval, appropriated funds including capital outlay funds from one of the purposes for which funds are appropriated to another of such purposes, if, in the discretion of JEA, such transfer is necessary to carry out all of the purposes for which funds were appropriated, subject to applicable law; provided however, nothing in this Section shall authorize JEA to transfer appropriated funds from its operating budget to its capital outlay budget or vice versa, without prior approval of the council. This includes the financing of power conditioning and energy conservation equipment for both residential and nonresidential customers

providing that the receivables at any point in time will not exceed ten (10) percent of the prior year's utilities system's revenues. A written summary of all budget transfers shall be provided to the council auditor at the end of each quarter.

- (dd) To the extent permitted by the laws of the State of Florida, to have ownership and membership in separate organization entities, including but not limited to corporations, to conduct utility related activities and functions. A copy of all such ownership agreements, and any amendments thereto, shall be filed with the council and the mayor at least thirty (30) days prior to the effective date of the agreement.
- (ee) (1) To shut off and discontinue the supplying of services of one utility system, to any and all users of the utilities system, for the nonpayment, when due, of the rates, assessments, fees or charges, for facilities or services of that particular utility system, or for facilities or services of any other utility system.
- (2) To deny any application for services of one utility system, to any and all users or potential users of the utilities system for the nonpayment, when due, of rates, assessments, fees or charges for facilities or services of that particular utility system, or for facilities or services of any other utility system.
- (ff) Subject to the prior approval of the governing body of JEA, to:
 - (1) Transfer to an entity by sale, lease, assignment or other disposition of up to, but not more than, the net capital assets calculation (as defined in Section 21.11) of an included system, or the management, function, or operation of any portion of an included system which comprises more than the net capital assets calculation of such included system;
 - (2) Explore, investigate or consummate a reorganization of JEA, or JEA's governance structure in a manner that would affect JEA's ownership or management control of up to, but not more than, the net capital assets calculation (as defined in Section 21.11) of an included system;
 - (3) Sell, lease, assign or otherwise transfer less than .01 or one percent (1%) of the service territory (as calculated in Section 21.11(d)) of a JEA included system to any entity; and
 - (4) Sell, lease, assign or otherwise transfer less than .01 or one percent (1%) of JEA's electric, water, or wastewater, customer accounts (as calculated in Section 21.11(d)) based on the latest available JEA monthly financial statements.

For purposes of this subsection and as applicable, terms and phrases used in this subsection shall have the meaning ascribed to them in Section 21.11 herein. This subsection (ff) is subject to the limitations and prohibitions on privatization, sale, reorganization, and service territory transfers set forth in Section 21.11

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Jacksonville, FL Code of Ordinances

(Laws of Fla., Ch. 78-538, § 1; Laws of Fla., Ch. 80-515, § 1; Laws of Fla., Ch. 82-312, § 15; Ord. 84-1307-754, § 25; Ord. 86-164-454, § 1; Ord. 86-1458-879, § 1; Laws of Fla., Ch. 92-341, § 1; Ord. 93-82-1385, § 1; Ord. 94-1268-757, § 1; Ord. 97-12-E, § 2; Ord. 98-253-E, § 1; Ord. 2005-1032, § 1; Ord. 2015-764-E, § 2; Ord. 2018-142-E, § 1; Ord. 2020-419-E, § 2)

Section 21.05. - Construction.

In addition to the express powers granted in this Article, JEA shall have all implied powers necessary or incidental to carrying out the expressed powers and the expressed purposes for which JEA is created. The express powers granted to JEA in this Article shall be strictly construed, and the implied powers granted to JEA in this Section shall be strictly construed in relation to the relevant and applicable express power granted to JEA in this Article. The fact that this Article specifically states that JEA possesses a certain power does not mean that JEA must exercise such power unless this Article specifically so requires. JEA's power to levy special assessments shall not be deemed to be the power to levy taxes.

(Ord. 93-82-1385, § 1; Ord. 97-12-E, § 2; Ord. 98-253-E, § 1; Ord. 2020-419-E, § 2)

Section 21.06. - Bonds and revenue certificates eligible for legal investments.

Notwithstanding any provisions of any other law or laws to the contrary, all revenue bonds and revenue certificates including refunding bonds and refunding revenue certificates, issued pursuant to this Article shall constitute legal investments for savings banks, trust companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency or instrumentality of the State of Florida, or of any county, municipality, or other political subdivision of the State of Florida; and shall be eligible as security for deposits of state, county, municipal and other public funds.

(Laws of Fla., Ch. 78-538, § 1; Laws of Fla., Ch. 80-515, § 1; Ord. 84-1307-754, § 25; Ord. 93-82-1385, § 1)

Editor's note— Former § 21.06, relative to transfer of property by the city, was deleted by § 1 of Ord. 93-82-1385, and former § 21.05 was subsequently renumbered as s. 21.06. The provisions of former § 21.06 derived from Laws of Fla., Ch. 78-538, § 1; Laws of Fla., Ch. 80-515, § 1; Ord. 84-1307-754, § 25 and Laws of Fla., Ch. 92-341, § 1.

Section 21.07. - Fiscal and budgetary functions.

JEA shall have fiscal and budgetary functions, subject to the limitations herein expressed:

- (a) The fiscal year of JEA shall commence on October 1 of each year and end on the following September 30.
- (b) JEA shall prepare and submit its budget for the ensuing year to the city on or before July 1 of each year, setting forth its estimated gross revenues and other available funds, and estimated requirements for operations and maintenance expenses, capital outlay, debt service, and

depreciation and reserve account. The council and the mayor shall approve or disapprove such budget in the manner provided in Article 14 for budgets of independent agencies.

- (c) As consideration for the unique relationship between the City of Jacksonville and JEA, as a tax-exempt entity within the consolidated government, and in recognition of the shared attributes with the consolidated City of Jacksonville in connection with its electric, water, and sewer distribution systems, there shall be assessed upon JEA in each fiscal year, for the uses and purposes of the city, from the revenues of the electric system and the water and sewer system operated by JEA available after the payment of all costs and expenses incurred by JEA in connection with the operation of such electric system and water and sewer system (including, without limitation, all costs of operation and maintenance, debt service on all obligations issued by JEA in connection with such electric system and water and sewer system and required reserves therefore and the annual deposit to the depreciation and reserve account required pursuant to Section 21.07(g)), an amount as provided herein. Effective October 1, 2016, consistent with the provisions of this Section 21.07(c), JEA shall pay the city combined assessment for the electric system and the water and sewer system. The combined assessment for the electric system and the water and sewer system shall equal, but not exceed the greater of (A) the sum of (i) the amount calculated by multiplying 7.468 mills by the gross kilowatt-hours delivered by JEA to retail users of electricity in JEA's service area and to wholesale customers under firm contracts having an original term of more than one year (other than sales of energy to Florida Power and Light Company from JEA's St. Johns River Power Park System, exception ending December 31, 2017) during the twelve-month period ending on April 30 of the fiscal year immediately preceding the fiscal year for which such assessment is applicable plus (ii) the amount calculated by multiplying 389.20 mills by the number of K-Gals (1=1000 gallons) potable water and sewer service, excluding reclaimed water service, provided to consumers during the twelve-month period ending on April 30 of the fiscal year immediately preceding the fiscal year for which such assessment is applicable, or (B) a minimum calculated amount which increases by 1% per year from fiscal year 2016-2017 through fiscal year 2022-2023 using the fiscal year 2015-16 combined assessment of \$114,187,538 as the base year. The amounts applicable to clause (B) above are: for fiscal year 2016-2017 - \$115,329,413; for fiscal year 2017-2018 - \$116,482,708; for fiscal year 2018-2019 - \$117,647,535; for fiscal year 2019-2020 - \$118,824,010; for fiscal year 2020-2021 - \$120,012,250; for fiscal year 2021-2022 - \$121,212,373; and for fiscal year 2022-2023 - \$122,424,496.
- (d) The assessment calculations for the electric system and the water and sewer system shall be in effect until September 30, 2023. The council may reconsider the assessment calculations after October 1, 2022 and changes, if any, shall become effective October 1, 2023. The council may change the assessment calculations by ordinance within the provisions of this Section

21.07. Should the council not reconsider the assessment calculations, the assessments shall be calculated using the existing formulas specified in Section 21.07(c), including a minimum calculated amount in clause (B) therein, which increases by one percent per year for each fiscal year computed as provided in Section 21.07(c). In addition to the annual assessment as calculated in Section 21.07(c), JEA pursuant to the terms of an Interagency Agreement (as amended) with the City, agreed to provide total nitrogen water quality credit to the City to assist the City in meeting its Basin Management Action Plan load reduction goal (BMAP Credit). If JEA cannot provide the BMAP Credit pursuant to the terms of the Interagency Agreement dated March 22, 2016 (as amended), council and JEA shall work cooperatively to address the BMAP Credit shortfall or council may reconsider the assessment calculations.

- (e) The council shall have the power to appropriate annually a portion of the available revenues of each utility system (other than the electric, water and sewer systems) operated by JEA for the uses and purposes of the city. This appropriation shall be based on a formula to be agreed upon by JEA and the council. Any covenants or pledges to lenders associated with such proposed additional utility system which impair council's ability to appropriate revenues from that additional utility system, other than a pledge of gross revenues to bondholders, shall be included in the JEA resolution required in s. 21.04(v) or any future resolution allowing for financing of activities associated with that additional utility system.
- (f) JEA shall pay over to the city (i) the amounts assessed upon JEA pursuant to Section 21.07(c) and (ii) such portions of the funds actually appropriated by the council pursuant to Section 21.07(e) at such time as the council may request, but not in advance of collection. Although the calculation for (i) the amounts assessed upon JEA pursuant to Section 21.07(c) and (ii) the annual transfer of available revenue from JEA to the city pursuant to Section 21.07(e) is based upon formulas that are applied specifically to the respective utility systems operated by JEA, JEA, in its sole discretion, may utilize any of its revenues regardless of source to satisfy its total annual obligation to the city mandated by said Sections 21.07(c) and (e).
- (g) JEA shall be required to set aside each year in a depreciation and reserve account established for each utility system it operates, an amount equal to not less than 10 percent of its annual net revenues for the previous year attributable to each such system. For such purpose, "annual net revenue" shall mean annual gross revenues derived by JEA from the operation of such system reduced by expenses for operation and maintenance allocable to such system and debt service allocable to such system. Funds set aside in each such depreciation and reserve account shall be used exclusively for enlargements, extensions, improvements and replacements of capital assets of the utility system for which such account was established or to pay or provide for the payment of JEA's bonds, notes or revenue certificates relating specifically to such system; provided, however, that if JEA by resolution determines that it is in

the best interests of JEA to use all or any portion of the funds set aside in the depreciation and reserve account established with respect to a particular utility system for the purposes of another utility system, then such funds may be so applied.

- (h) JEA shall not be required to utilize the personnel, motor pool, purchasing, communication or information systems services of the city. By mutual agreement of JEA and the city such services may be provided from one party to the other but only on a cost-accounted basis. JEA shall be required to use the legal services of the city on a cost-accounted basis except in those cases when the chief legal officer of the city determines that the city legal staff cannot or should not provide legal services in the required legal area. JEA shall appropriate the funds necessary to meet the obligations for outside legal services as determined by the general counsel of the city. The general counsel shall consult with JEA before he or she selects outside counsel.
- (i) Unless otherwise determined by JEA, all revenues and service charges receivable by JEA as payment for the sale of utilities services shall be collected and received by the tax collector. The tax collector shall deposit to the account of or otherwise turn over to JEA such funds at such times and in such manner as JEA may from time to time designate by resolution. JEA may provide for the collection of such revenues and service charges directly by JEA, provided that the council auditor shall be notified in writing of any proposed change from the current collection process utilizing the Tax Collector and that such change shall not take place until the next fiscal year after such notice is given.
- (j) Reserved.
- (k) JEA is authorized to pay over to other local governmental units outside the city annually a portion of available revenues derived from operations in such local governmental units' territories, for the uses and purposes of such local governmental units, an amount not to exceed that which would be calculated using the procedures in Sections 21.07(c) and (e), but only to the extent that JEA is able to, and does, include in the rates imposed only upon the customers in such local governmental units' territories the total amounts in respect of such payments.
- (l) In addition to all other sums paid by JEA to the City of Jacksonville, JEA shall pay to the City of Jacksonville a franchise fee in an amount equal to three percent (3%) of the revenues of the electric system and the water and sewer system as set forth in Section 21.07(c) herein. The franchise fee will commence for revenues derived effective April 1, 2008 and shall be paid monthly with the first payment payable on June 1, 2008. The franchise fee shall be limited to (1) revenues derived within Duval County not including Urban Service Districts 2-5, and (2) per customer, total water and sewer rate revenues, and (3) up to a per customer maximum of \$2,400,000 per fiscal year of electric rate revenues. The franchise fee shall be calculated each month by multiplying three percent (3%) by the sum of JEA's base rate electric revenues, fuel

rate revenues, water rate revenues and sewer rate revenues for that month excluding unbilled revenues and uncollectible accounts. The franchise fee shall be calculated on revenues derived from the sale of gross kilowatt-hours and number of cubic feet of potable water and cubic feet of sewer service as set forth in Section 21.07(c). Notwithstanding the foregoing, no franchise fee shall be paid on franchise fees, state utility taxes, fuel related interchange sales, sales for resale, City of Jacksonville accounts, JEA accounts, investment income and other revenues. JEA shall be authorized to pass-through the amount of the franchise fees set forth herein and associated charges resulting from the stated three percent (3%) franchise fee calculation on rate revenues notwithstanding the \$2,400,000 limit set forth herein to the customers of JEA, in accordance with the customers' proportionate share of rate revenues as calculated above. This franchise fee is in consideration of the administrative costs incurred by the City to coordinate functions and services with JEA, for the exclusive right to serve electric, water and sewer customers, for use by JEA of the public rights-of-way used by it in connection with its electric distribution system and its water and sewer distribution and collection system, and in further consideration of the unique relationship of JEA and the City, in which JEA is a wholly owned public utility, and such other good and valuable consideration that has been agreed to between JEA and the City of Jacksonville. The gross franchise fee and the amount of the pass-through set forth herein may be increased by ordinance, initiated by the Mayor and approved by two-thirds supermajority of the City Council, but the franchise fee shall not exceed six percent (6%) of the gross utility revenues as calculated above. The JEA and the City shall enter into a Franchise Fee Agreement for the administration of the Franchise Fee.

- (m) When JEA is in receipt of a request for information from the council auditor pursuant to the authority of the council auditor under Section 5.10 of the charter, it shall, within two business days of receipt of the request, 1) acknowledge receipt of the request by electronic mail to the council auditor, and 2) submit to the council auditor an estimated timeframe for which the information requested will be available to the council auditor for review. If the information requested by the council auditor is not within the purview of JEA or JEA is unsure of the request or unfamiliar with the information that is requested, it should provide such explanation in its response to the council auditor.

(Laws of Fla., Ch. 78-538, § 1; Laws of Fla., Ch. 80-515, § 1; Ord. 81-921-490, § 1; Ord. 84-1307-754, § 25; Ord. 89-1001-632, § 1; Laws of Fla., Ch. 92-341, § 1; Ord. 93-82-1385, § 1; Ord. 97-12-E, § 2; Ord. 98-253-E, § 1; Ord. 2003-1320-E, § 1; Ord. 2007-838-E, § 1; Ord. 2007-1132-E, § 1; Ord. 2015-764-E, § 2; Ord. 2018-747-E, § 2; Ord. No. 2020-40-E, § 1; Ord. 2020-419-E, § 2)

Sec. 21.08. - Employees generally; managing director; employment contract restrictions.

- (a) *Generally.* All employees of the utilities systems shall be employees of JEA and shall be subject to Articles 16 and 17 of the charter unless otherwise provided by the council, which shall be and continue to be the legislative body as provided in F.S. § 447.203(10), as amended. JEA shall be fully responsible for the administration and operation of all utility services as set out in this Article and in order to meet its administrative and operational responsibilities, JEA shall have full and independent authority to hire, transfer, promote, discipline, terminate and evaluate employees engaged to provide any and all of the utilities services for which it is responsible and accordingly, consistent with the provisions of Article 17 of the charter, JEA may establish employment policies relating to hiring, promotion, discipline and termination, and other terms and conditions of employment, and enter into negotiations with employee organizations with respect to wages, hours and terms and conditions of employment and take such other employment related action as needed to assure effective and efficient administration and operation of the utilities systems. In order to effectively implement the foregoing, JEA shall perform all functions with regard to its own employees that are performed by the City department or division which oversees city employees in regard to personnel matters. JEA, at its expense, shall provide accidental death benefits for all employees engaged in hazardous duty as determined by JEA, in the amount of \$50,000 payable to the beneficiary named by the employee, or as otherwise provided, in the event said employee dies as a result of an accident occurring to any employee in the course of his/her employment. Nothing contained in this Section shall be construed to supersede or repeal any provision of Section 12 of Chapter 80-513, Laws of Florida, as amended.
- (b) *Managing Director.* The governing body of JEA shall employ and fix the compensation of the managing director, who shall serve at the pleasure of the governing body of JEA. The managing director shall manage the affairs of the utilities systems under the supervision of the governing body of JEA. The entire working time of such managing director shall be devoted to the performance of the duties of such office and the managing director shall have no outside employment. Subject to the approval of the governing body of JEA, the managing director may engage in or have unrelated business interests so long as such business interests do not interfere with the managing director's duties as provided herein. The managing director shall be a graduate of an accredited college or university, and have at least five years executive experience within the utilities industry. The managing director shall have a fiduciary duty of loyalty, fidelity, and allegiance to act at all times in the best interests of JEA and will act in a manner consistent with the responsibilities of this Article and other policies, rules and regulations governing the conduct of JEA employees. The managing director's employment agreement, if any, shall be subject to the provisions of subsection (d) below.
- (c) *Other Employees.* The governing body of JEA may appoint and fix the compensation of staff assistants to the managing director, to serve at the pleasure of the governing body of JEA. JEA shall employ and fix the compensation of the department heads, deputy directors of

departments, division chiefs and assistant division chiefs of the utilities systems. JEA may adopt position titles different from those recited herein, consistent with utility industry practice. The managing director, department heads, deputy directors of departments, staff assistants, division chiefs and assistant division chiefs shall not be included within the civil service system of the city. The managing director may employ such certified public accountants, consultants and other employees for special purposes, not within the civil service system, as it may require, and fix and pay their compensation. Whenever used in this Section 21.08, "compensation" shall mean both salary and benefits, exclusive of any city retirement benefits pursuant to Article 16 of the charter.

(d) *Employment contract restrictions.* JEA may have an employment contract with the managing director only. The managing director's employment contract shall be approved by the governing body of JEA. Nothing in this subsection, or in any employment agreement entered into pursuant to this subsection, may be construed as a guarantee of employment for the managing director at any time, or for any length of time. At a minimum, the managing director's employment contract shall satisfy the following requirements:

- (1) The contract term, including any renewal term, shall not exceed five (5) years;
- (2) The amount of severance pay, if any, shall not exceed the amounts allowed under Florida law and shall not be permitted if the managing director is terminated for cause or terminated for misconduct, as defined in F.S. § 443.036(29), as amended;
- (3) The contract shall not contain a mandatory consulting, separation and transition, or similar agreement that is operative due to the managing director's termination without cause under the contract;
- (4) JEA shall not be required to release, indemnify or hold harmless the managing director against any claims except as otherwise permitted by law;
- (5) JEA shall not be required to pay for or provide legal counsel to the managing director beyond the legal counsel required of the Office of General Counsel pursuant to the charter or general law;
- (6) The contract shall contain a provision that the managing director serves at the pleasure of the governing body of JEA and may be terminated without cause at any time, and such provision may provide for not more than 30 days advance notice to the managing director of such termination without cause;
- (7) The contract may contain a provision for termination of the managing director for cause, provided that "cause" shall be defined consistent with the definition of cause as contained in Rule 9.05(a) of the Civil Service and Personnel Rules and Regulations of the City of Jacksonville;
- (8) All compensation terms shall be reasonable and customary and similar to other public utilities comparable to JEA when taking into account the size of JEA's territory area, employee workforce, and utility systems; and

- (9) Any such other terms as may be in the best interest of JEA and not inconsistent with this section.

Any managing director employment contract entered into by JEA that does not satisfy the minimum requirements above shall be null and void.

- (e) *Pension Plan; Defined Contribution Plan; Deferred Compensation Plan.* All personnel appointed by JEA pursuant to this Section shall participate in one of the city's retirement plans, as governed by the rules and requirements of such retirement plans and in the same manner as other JEA employees who participate in such plan. JEA is authorized to maintain a separate single tax-qualified defined contribution program pursuant to Section 401(a) of the Internal Revenue Code of 1986, as amended, for its employees that is supplemental to any city defined contribution program. Additionally, JEA is authorized to maintain a separate single eligible deferred compensation program pursuant to Section 457(b) of the Internal Revenue Code of 1986, as amended, for its employees that is supplemental to any city deferred compensation program. Such programs shall be approved by the governing body of JEA and shall be subject to and comply with all federal and state laws applicable to deferred compensation and defined contribution programs for public or government employees, including, but not limited to, the Internal Revenue Code of 1986, as amended, F.S. § 112.215, as amended, and Part VII of F.S. Ch. 112. JEA shall periodically provide the council auditor with a written report regarding such deferred compensation and defined contribution programs. JEA shall post such written report on JEA's website in a conspicuous manner for the public to view.
- (f) *Employee Bonus Program.* JEA may implement or adopt an employee bonus plan or program ("bonus program") for JEA employees pursuant to F.S. § 215.425(3), as amended, subject to the prior approval of the governing body of JEA. The governing body of JEA shall approve such bonus program annually for each fiscal year, and if a bonus program is implemented in any fiscal year without first obtaining the approval of the governing body of JEA, such program shall be void. The governing body of JEA shall not delegate its approval authority regarding a bonus program under this subsection to the managing director or any other officer, employee or agent of JEA. Such bonus program must comply with F.S. § 215.425(3), as amended, the charter, and other applicable laws. The governing body of the JEA shall establish rules, procedures, and standards regarding such bonus program. Additionally, JEA shall include a budget line item and specific detailed plan regarding such bonus program as an exhibit to its annual budget submission to council. JEA shall also provide the council auditor with an annual end of fiscal year written report on or before December 31st of each fiscal year regarding the disbursements related to the bonus program. JEA shall post such written report on JEA's website in a conspicuous manner for the public to view.

(Ord. 2020-419-E, §§ 1, 2)

Editor's note— Ord. 2020-419-E, §§ 1 and 2, amended the Charter by repealing former § 21.08 and adding a new § 21.08. Former § 21.08 pertained to employees, and derived from Laws of Fla., Ch. 78-538, § 1; Laws of Fla., Ch. 80-515, § 1; Ord. 84-1307-754, § 25; Ord. 87-203-345, § 1; Laws of Fla., Ch. 92-341, § 1; Ord. 97-12-E, § 2; Ord. 98-253-E, § 1; Ord. 2011-732-E; and Ord. 2015-764-E, § 3. Additionally, Ordinance 2007-839-E, § 18, authorized updated department/division names pursuant to reorganization.

Sec. 21.09. - Procurement generally; contracts generally.

- (a) *Applicability.* Unless otherwise provided herein, this Section shall apply to contracts entered into by JEA pursuant to this Article.
- (b) *Procurement generally.*
 - (1) *Open and Fair Competition.* To the greatest extent reasonably practicable, JEA shall use open, fair, competitive, and generally accepted government procurement methods that seek to encourage the most competition and best price for the purchase of supplies, construction, professional and other contractual services. JEA should adhere to all applicable state procurement laws, including, but not limited to, laws governing the purchase of construction services and professional design services.
 - (2) *Procedures; governing body approval.* JEA shall not be required to follow the City's procurement procedures. JEA may establish its own procurement procedures regarding the purchase of goods, supplies, equipment, and services, subject to applicable state law. JEA's procurement procedures, including any amendments thereto, shall be reviewed and approved by the governing body of JEA. The governing body of JEA may not delegate its approval of the procurement procedures, including any amendments thereto, to the managing director or any other officer, employee or agent of JEA. In the absence of JEA established procurement procedures, JEA shall follow the city's procurement procedures. JEA shall adhere to its procurement procedures in entering into procurement contracts, including but not limited to, contracts relating to the construction, reconstruction, repair, operation or maintenance of the utilities systems or the purchase of supplies, equipment, machinery and materials for the utilities systems or the contracting or otherwise purchasing for any advisory, professional or other services necessary or incidental to the operation of the utilities systems.
 - (3) *Jacksonville Small Emerging Business (JSEB) Program; Minority Business Enterprises.* JEA shall adhere to the city's Jacksonville Small Emerging Business (JSEB) Program, or successor city program, in its procurement procedures. Subject to applicable federal, state and local laws, JEA is authorized to implement and to take all actions necessary to administer a race-conscious purchasing and procurement program to remedy the present effects of past discrimination by JEA, if any, in the awarding of contracts. Any such race-conscious program

implemented by JEA to remedy the present effects of past discrimination by JEA, if any, in the awarding of contracts must be supported by evidence and based on the required criteria and standards as set forth in applicable federal and state laws.

- (4) *Certain solicitation specifications and standards prohibited; rejection of bids, proposals, and replies.* JEA should not develop solicitation specifications that are so narrowly tailored to an entity or entities that other qualified entities (i.e., bidders, respondents and vendors) are precluded from participating in such solicitation. Additionally, JEA should not develop standards that limit open competition and preclude qualified entities (i.e., bidders, respondents and vendors) from participating in solicitations. JEA shall have the right to reject any and all bids, proposals, or replies, in whole or in part, in the best interests of JEA.
- (5) *Annual survey.* JEA shall annually conduct a survey of actual, interested and prospective bidders, respondents, and vendors to obtain feedback on JEA's procurement process. Such survey shall be on a form approved by JEA and participation in the survey shall be open to actual, interested and prospective bidders, respondents, and vendors. Survey topics may include, without limitation, various aspects of JEA's procurement process such as information transparency and accessibility, pre-conferences, bid submittal packages, evaluations, and awards. JEA shall consider such survey results during JEA's biennial review of its procurement code.
- (6) *Transparency in procurement governing documents.* The procurement code and any procurement policies, operating procedures, rules, directives, standards, and other procurement governing documents, including any amendments thereto, shall be posted on JEA's website in a conspicuous manner for the public to view.
- (7) *Biennial review; annual report.* JEA shall biennially review its procurement procedures. JEA shall also prepare and deliver a written report to the council and mayor on or before December 31st of each fiscal year summarizing the procurement contract awards for the immediately prior fiscal year. Such written report shall contain at a minimum the following information:
 - (i) The number of contract awards for the reporting fiscal year;
 - (ii) A detailed listing of all contract awards categorized by service type (e.g., construction, professional, supplies, professional design services), award type (e.g., single source, emergency, request for proposal, invitation to negotiate, piggyback, etc.) and a brief description of each contract award containing the contractor name, contract amount and procurement method used;
 - (iii) The number of JSEB contract awards categorized by service type (e.g., construction, engineering, supplies, professional), award type (e.g., single source, emergency, request for proposal, invitation to negotiate, piggyback, etc.), and a brief description of each

contract award containing the JSEB contractor name, contract amount and procurement method used;

- (iv) The number of bid protests for the reporting fiscal year and the outcome of each protest (i.e., whether JEA prevailed); and
- (v) The annual survey results pursuant to the survey requirement in subsection (b) above.

JEA shall post such written report on JEA's website in a conspicuous manner for the public to view.

- (8) *Prohibition.* JEA shall not exercise any powers pursuant to this Section to explore, investigate or consummate a privatization, sale, transfer or reorganization of JEA as expressly prohibited in Section 21.11 herein or this Article.

(c) *Contracts Generally.*

- (1) *Maximum indebtedness.* Unless otherwise provided herein or by law, all contracts of any kind entered into by JEA pursuant to this Article, including, but not limited to, procurement contracts, joint project contracts, and interlocal agreements shall contain a provision clearly specifying a fixed, maximum monetary indebtedness of JEA thereunder. Such contracts may, however, provide for a lesser variable indebtedness of JEA upon a reasonable basis, subject to such fixed, maximum monetary indebtedness.
- (2) *Public records; ethics training.* All contracts and related documents entered into by JEA shall contain a provision clearly stating that such vendor or contractor shall comply with the provisions of F.S. Ch. 119 (Public Records Law), as amended. All senior-level employees, including the managing director and senior-level officers, directors and managers of JEA, shall be trained by the Office of General Counsel, in consultation with the Ethics Office, at least annually on Florida's open meetings laws, public records and ethics laws in accordance with policies and procedures established by JEA.
- (3) *Audit.* JEA shall require a person or entity providing contractual services (e.g., construction services, professional design services, or other contractual services) purchased by JEA to agree and be deemed to have agreed by virtue of doing business under contract with JEA to be subject to audit by the council auditor's office pursuant to Article 5 of the charter, as applicable. Additionally, JEA shall include a provision in any contract entered into pursuant to this Article that such vendor or contractor shall comply with all applicable federal, state and local laws, rules and regulations as the same exist or as may be amended from time to time.
- (4) *Confidentiality agreements.* The use of confidentiality, nondisclosure or similar agreements by government agencies are contrary to open and transparent government. Except regarding information or records deemed by JEA to be confidential or exempt information or records by law, JEA should not enter into confidentiality or nondisclosure agreements with third parties and should use confidentiality, nondisclosure or similar agreements sparingly in the conduct and operation of the utilities systems. Additionally, JEA should not require a member, officer

or employee of JEA to execute any type of confidentiality or nondisclosure agreement that would require such member, officer or employee to maintain the confidentiality of information or records that is not confidential or exempt by law.

(5) *No financial interest.* Except for an employment contract or agreement executed pursuant to Section 21.08, no member, officer or employee of JEA shall either directly or indirectly be a party to, or be in any manner interested in, any contract or agreement with JEA for any matter, cause or thing whatsoever in which such member shall have a financial interest or by reason whereof any liability or indebtedness shall in any way be created against JEA. If any contract or agreement shall be made in violation of the provisions of this Section the same shall be null and void and no action shall be maintained thereon against JEA.

(d) *No limitation.* Unless otherwise provided herein, nothing in this Section shall be construed to limit the power of JEA to construct, repair, or improve the utilities systems or any part thereof, or any addition, betterment or extension thereto.

(Ord. 2020-419-E, §§ 1, 2)

Editor's note— Ord. 2020-419-E, §§ 1 and 2, amended the Charter by repealing former § 21.09 and adding a new § 21.09. Former § 21.09 pertained to awards of contracts, and derived from Laws of Fla., Ch. 78-538, § 1; Laws of Fla., Ch. 80-515, § 1; Ord. 80-113-169, § 1; Ord. 81-921-490, § 2; Ord. 84-1307-754, § 25; Ord. 84-229-307, § 1; Ord. 86-1475-875, § 1; Ord. 88-989-705, § 1; Ord. 91-678-447, § 1; Laws of Fla., Ch. 92-341, § 1; Ord. 93-82-1385, § 1; Ord. 97-12-E, § 2; and Ord. 98-253-E, § 1.

Section 21.10. - Execution of instruments; examination of claims; funding through revenue bonds or revenue certificates.

All instruments in writing necessary to be signed by JEA shall be executed by the chairperson and secretary or assistant secretary, or by such officer, agent or employee of JEA as it may by resolution designate. JEA shall provide for the examination of all payrolls, bills, and other claims and demands against JEA to determine before the same are paid that they are duly authorized, in proper form, correctly computed, legally due and payable, and that JEA has funds on hand to make payment. Funds on hand to make payment shall be deemed to have been provided when revenue bonds or revenue certificates of JEA (or notes issued in anticipation thereof) to finance the acquisition and construction of plants and facilities for the production and/or transmission of electricity, the production and transmission of water, the transmission and treatment of wastewater and the transmission of natural gas, costing in excess of \$10,000,000.00 have been duly authorized as provided in this Article whereupon JEA may enter into instruments in writing for the acquisition and construction of such plants and facilities and may sell such revenue bonds or revenue certificates (or notes issued in anticipation thereof) in the manner provided in this Article in installments to provide funds as obligations of JEA under such instruments in writing become due.

(Laws of Fla., Ch. 78-538, § 1; Laws of Fla., Ch. 80-515, § 1; Ord. 84-1307-754, § 25; Laws of Fla., Ch. 92-341, § 1; Ord. 93-82-1385, § 1; Ord. 97-12-E, § 2; Ord. 98-253-E, § 1)

Sec. 21.11. - Privatization, sale, reorganization, service territory transfers prohibited.

(a) *Definitions.* For purposes of this section, the following definitions shall apply:

"entity" shall mean any person or entity, public or private.

"net capital assets" shall mean the net capital assets based on the Combining Statement of Net Position in latest available JEA annual financial statements for the appropriate Enterprise Fund for each included system.

"net capital assets calculation" shall mean the net capital assets for each included system multiplied by .10 or 10%. For purposes of this section, the initial net capital asset calculation for each included system shall be established based on the September 30, 2020, audited financial statements. The net capital assets calculation shall reset every five years thereafter.

"calculation period" shall mean the five year period after the net capital assets calculation is established during which the cumulative impact on the net capital assets of the sale, lease, assignment, other disposition, or the assignment of the management function or operation of such portion of an included system, shall be recorded.

"service territory" shall mean the geographically defined areas in which JEA is the utility provider.

"included system" shall mean the electric system and bulk power supply system, and the water and sewer utility system reported on the financial statements as the water and sewer Enterprise Fund, owned, operated and managed by JEA.

"excluded system" shall mean JEA's district energy system, and the St. Johns River Power Park system.

(b) *Prohibition on privatization, sale, reorganization and transfer of management.* JEA shall not directly, or indirectly through a consultant or advisor, explore, investigate or consummate a privatization or transfer to an entity by sale, lease, assignment or other disposition of the net capital assets of an included system, or the management, function, or operation of any portion of an included system which cumulatively comprises more than the net capital assets calculation during the calculation period, without obtaining approval of the council in advance by amending this Section to permit such action by JEA; provided, however, that no final approval of such disposition by the council shall become effective without subsequent referendum approval of the terms and conditions of the disposition, lease, or other assignment of the management, function or operation of such portion of a included system. Additionally, JEA shall not directly or indirectly through a consultant or advisor, explore, investigate or consummate a reorganization of JEA, or

JEA's governance structure in a manner that would affect JEA's ownership or management control of the net capital assets of an included system which cumulatively comprises more than the net capital assets calculation during the calculation period, without obtaining approval of the council in advance by amending this Section to permit such action by JEA. Upon approval by the council for JEA to explore or investigate a privatization, transfer, or reorganization of JEA, council may in its discretion prescribe by ordinance budget restrictions related to professional consultants, legal engagements, promotional expenses, and other expenses anticipated by JEA during such exploration or investigation. The terms "explore" and "investigate" as used in this subsection shall include, but not be limited to, exploring or investigating in connection with any strategic planning process undertaken by JEA or any of its consultants or advisors.

- (c) *Reports.* JEA shall report to the council auditor within 30 days of the issuance of the annual audited financial statements the change in net capital assets for each included system for the period covered by the financial statements. JEA shall also report the cumulative impact of the change in net capital assets for each included system during the calculation period. Both reports will include supporting documentation as requested by the council auditor.
- (d) *Prohibited service territory transfers.* Any sale, lease, assignment or other transfer of the service territory of a JEA included system to any entity that will result in a total net loss of .01 or 1% or more of the service territory or any sale, lease, assignment, or transfer to any entity that will result in a total net loss of .01 or 1% or more of JEA's electric, water, or wastewater, customer accounts based on the latest available JEA monthly financial statements shall require council approval in advance. JEA shall not enter into any agreement, contract, memorandum of understanding, letter of intent or other arrangement that would exceed the .01 or 1% or more threshold without obtaining council approval in advance.
- (e) *Interlocal Agreements with St. Johns and Nassau Counties.* Nothing in this Section shall prevent JEA from complying with the terms and conditions of the interlocal agreements with St. Johns County and Nassau County executed by the parties prior to January 1, 2020, which include, but are not limited to, an option to purchase the assets and service territory of JEA within the respective counties without council or referendum approval.

(Ord. 2020-419-E, § 2)

Editor's note— Ord. 2020-419-E, § 2, amended the Charter by renumbering former §§ 21.11 and 21.12 as new 21.13 and 21.14, and adding a new §§ 21.11 and 21.12.

Sec. 21.12. - Public engagement.

JEA should seek to fully engage and inform its ratepayers, the public, interested stakeholders, and other interested parties in any future planning discussions, including, but not limited to short-term and long-term plans, objectives and goals, regarding the future of JEA to enable its ratepayers, the public, interested stakeholders and other interested parties to fully participate in such planning discussions to the greatest

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extent reasonably practicable. Examples of ways for JEA to fully engage and inform its ratepayers, the public, interested stakeholders, and other interested parties pursuant to this Section may include, but not be limited to, hosting town hall meetings and JEA workshops and proactively making information regarding such discussions available to its ratepayers, the public, and other interested parties.

(Ord. 2020-419-E, § 2)

Note— See editor's note, § 21.11.

Section 21.13. - Legislative authority of council.

Notwithstanding any provision of this charter to the contrary, the council may repeal or amend any portion of this Article, by two-thirds vote of the membership of the council. A public hearing on the adoption of the ordinance shall be advertised in substantially the same manner as the council is required to advertise its intention pursuant to F.S. § 200.065, and held not earlier than 30 days after the introduction of the ordinance into the council. The council shall take final action on the ordinance only after the expiration of 60 days after the advertised public hearing, and no ordinance shall be enacted except by a two-thirds vote of the entire council. If the mayor disapproves the ordinance, the council may enact it notwithstanding such disapproval only by a four-fifths vote of the entire council.

(Laws of Fla., Ch. 78-538, § 1; Laws of Fla., Ch. 80-515, § 1; Ord. 84-1307-754, § 25; Laws of Fla., Ch. 92-341, § 1; Ord. 2020-419-E, § 2)

Note— Former § 21.11. See editor's note, § 21.11.

Section 21.14. - Severability.

If any provisions of this Article or the application thereof to any person or circumstance is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this Article which can be given effect without the invalid provision or application, and to this end the provisions of this Article are declared to be severable.

(Ord. 93-82-1385, § 1; Ord. 2020-419-E, § 2; Ord. 2020-419-E, § 2)

Note— Former § 21.12. See editor's note, § 21.11.

JEA Board Policy Manual

JEA Board Policy Manual

~~Dated~~Adopted by the JEA Board on this ____29th day of ~~May 2021~~October, 2024, in
Jacksonville, Florida.

JEA Board Chair

JEA Board Secretary

Adopted in its entirety by the JEA Board on February 16, 2010
and as Amended and Adopted by the JEA Board on May 25, 2021.

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POLICY TYPE: ~~GOVERNANCE PROCESS~~ CATEGORY I: BY-LAWS OF JEA

POLICY 1.0

POLICY TITLE: BY-LAWS OF JEA

ARTICLE I - JEA OFFICES

The principal office of JEA shall be located in Jacksonville, Florida. Branch offices of JEA may be established at such places as JEA may designate from time to time.

ARTICLE II - MEMBERS OF JEA GOVERNING BODY

Section 1. General Powers. The affairs of JEA shall be managed by the seven-member JEA governing body ("JEA Board") as provided in Article 21, Charter of the City of Jacksonville, as amended, ("JEA Charter"), and other applicable laws.

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Section 2. Appointment, Number, Tenure Term, and Expense Reimbursement. The membership of the JEA Board shall be constituted in number, qualifications, manner of appointment, and tenure term as provided in Article 21, the JEA Charter of the City of Jacksonville, as amended. Members of the JEA Board shall receive not be entitled to pension or other retirement benefits on account of service on the JEA Board, but members shall be entitled to payment or reimbursement for all reasonable expenses incurred (e.g., travel expenses) which are reimbursable as prescribed by law. the City Council by ordinance.

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Section 3. Applicable Laws. Members shall be subject to open government and ethics laws, including the provisions of Section 286.012, Florida Statutes, as amended, relating to voting at meetings of JEA, and the provisions of Sections 112.31 through 112.3175, Florida Statutes, as amended, relating to financial disclosure and conflicts of interest. Additionally, members shall be subject to all other relevant and applicable laws and ordinances, including but not limited to, Chapter 286 (Public Business: Miscellaneous Provisions), Florida Statutes, as amended; Chapter 112, Part III (Code of Ethics for Public Officers and Employees), Florida Statutes, as amended; Ch. 119 (Public Records), Florida Statutes, as amended; and Chapter 602 (Jacksonville Code of Ethics), Ordinance Code of the City of Jacksonville, as amended.

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Section 4. Office-Holding; Oath. JEA Board membership shall be considered an office and limited by the office holding provisions as provided for under the Florida Constitution. No member shall be eligible to serve as a member while holding another office or being an employee of JEA. Members shall be required to take an oath of office consistent with the oath of office taken by other public officials serving on city boards and commissions.

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ARTICLE III - OFFICERS

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Section 1. Elections Election: Term. The Officers of the JEA Board shall be a Chair, Vice-Chair, and a Secretary who shall be elected by the members and who shall serve as such officers for one year or until a successor is chosen. The Chair ~~No Officer~~ may serve fermore than two (2) consecutive one-year terms, which shall not include any period served as replacement Chair Officer during the unexpired portion of the predecessor's term. Elections of Officers shall be conducted at the first regular a Board meeting in March before April 1, which may be preceded by a meeting of the nominating committee composed Executive Committee as provided in Policy 2.1.9 of the JEA Board acting as a whole or such other membership as the Chair may designate Policy Manual. The terms of the newly-elected Officers shall commence on April 1.

Section 2. Vacancies. A vacancy in any office ~~Office of the JEA Board~~ because of death, illness, removal or otherwise, may be filled by the remaining members for the unexpired term.

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Section 3. Chair. The Chair shall preside at all meetings of the JEA Board unless the Chair delegates otherwise. ~~The Chair shall designate from time to time such special committees as the Chair deems appropriate and shall designate the subject matter assigned to each committee for consideration.~~ In the event of the Chair's prolonged absence or disability, the Vice-Chair shall exercise all functions of the Chair for a period of up to thirty (30) days. ~~at. If the Chair's absence or disability has not resolved by the expiration of which the thirty-day period,~~ a special election shall be conducted by the JEA Board and a permanent replacement Chair elected ~~for the unexpired portion of the predecessor's term.~~

POLICY CATEGORY I: BY-LAWS OF JEA

POLICY 1.0

POLICY TITLE: BY-LAWS OF JEA

Section 4. Vice-Chair. The Vice-Chair shall perform such duties as are assigned by the Chair in addition to the functions for which the Vice-Chair is responsible under Section 3 above.

Section 5. Secretary. The Secretary has oversight of the procedures used by the JEA Staff to accurately produce Minutes of all Board and Committee meetings and submission for public record. The Secretary shall perform such other duties as from time to time may be assigned by the Chair.

ARTICLE IV - BOARD COMMITTEES

Section 1. Purpose. ~~Board committees are to help the Board accomplish its responsibilities and are not assigned to perform staff functions or make final decisions. Committees ordinarily will assist the Board by preparing policy alternatives and implications for Board deliberation. In keeping with the Board's broader focus, Board committees will normally not have direct dealings with current staff operations unless specifically outlined in committee objectives.~~

Section 2. Ordinary Committees.

~~(a) Standing Committees. The standing committees of the JEA Board shall be: the Executive Committee; the Finance, Governance, and Audit Committee; the Capital Projects Committee, and the Compensation Committee, as further described in Policy 2.1.9 of the JEA Board Policy Manual. The JEA Board~~

Section 1. Ordinary Committees.

~~(a) Standing Committees. The Chair may appoint establish additional standing committees from time to time, which shall be composed comprised of as many members of the JEA Board as determined by the Chair JEA Board. The Chair~~

POLICY TYPE: GOVERNANCE PROCESS

POLICY 1.0

POLICY TITLE: BY-LAWS OF JEA

shall name one of the committee members as committee chair and one as committee vice-chair. A standing committee shall continue until such time as it is terminated by the ~~Chair JEA Board.~~

(b) Special Committees. The Chair may appoint special committees ~~of the JEA Board~~ from time to time, ~~and the Chair, to give particular and exclusive attention to a single subject matter because its technical nature or importance to JEA requires concentrated study. The Chair may specify that one or more individuals who are not members of the JEA Board shall to work with and assist the special committee. The Chair shall name one of the committee members as committee chair and one as committee vice-chair; both positions must be filled by current members of the JEA Board. When Unless otherwise specified by the Chair, a special committee has fulfilled shall have a specified period of time within which to study the matter and make its recommendation to the Board and shall dispatch as expeditiously as possible and proper the~~

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~~business assigned to it. Upon earlier of the fulfillment of its function or when the best interests of JEA have been served, the expiration of the specified period of time (unless extended by the Chair), the committee shall be terminated without further formal action required.~~

Section 23. Term of Committee Members. Each member of a committee shall serve until the expiration of his/her term of office as a JEA Board member, until that member's successor on the committee is appointed and has accepted such appointment, ~~or until the committee is terminated or dissolved, or in the case of a special committee, has expired or fulfilled its function.~~

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Section 34. Powers of the Committee and the Committee Chair. The committee chair, or vice-chair in the absence of the chair, shall have the power and authority to call meetings of the committee upon reasonable verbal or written notice to the members, and to set the date, time and place of such meetings. This function may also be performed by a majority of the remaining members of the committee upon inaction by the chair. A committee secretary may be designated by the committee chair. A committee may submit reports to the Chair and members of the JEA Board in writing as determined by the committee chair. Committee reports shall contain both majority and minority reports of committee members. A committee may by motion recommend to the JEA Board that action be taken on matters under consideration by the committee. Matters under consideration by the committee may include resolutions or other proposed actions presented to the committee by the JEA Managing Director.

POLICY CATEGORY I: BY-LAWS OF JEA

POLICY 1.0

POLICY TITLE: BY-LAWS OF JEA

Section 46. Committee Vacancies. The Chair of the JEA Board shall fill vacancies in the membership of any committee. Should the Chair of the JEA Board fail to fill a vacancy within a reasonable length of time after such a vacancy occurs, then such vacancy may be filled by a majority of the members of the JEA Board acting in any regular or special meeting.

Section 57. Conduct of Committee Business. A majority of the entire membership of the committee shall constitute a quorum, and ~~at the quorum shall be physically present, unless otherwise provided by law.~~ An act of the majority of the committee present at any meeting shall constitute the act of the committee. ~~Should a quorum not be present at a scheduled meeting, the committee chair, or vice-chair in the absence of the chair, may appoint as many Any JEA Board members as necessary to constitute a quorum. Such appointment is for the purpose of that meeting only. All JEA Board membersmember may attend and participate in any committee meeting and offer comments and observations, but only committee members have the right to may participate in committee debate on the matter, make motions, and to vote.~~ Except as provided otherwise herein, Roberts Rules of Order shall govern the conduct of committee business, unless the majority of the committee present at such meeting shall elect to utilize other rules or procedures consistent with applicable law and these By-Laws. Committees shall be subject to the requirements of Chapters 119 and 286, Florida Statutes. Reasonable notice shall be given prior to all committee meetings, and all committee meetings shall be open to the public. Opportunity for public comment shall be given prior to any action taken by a committee in accordance with the rules for public comment provided in Article V, below.

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ARTICLE V - CONDUCT OF AUTHORITYBOARD BUSINESS

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Section 1. Regular Meetings. ~~Generally, the JEA Board shall meet once a month, but in no event less than eight (8) times a year.~~ Regular meetings shall be held at ~~least monthly at~~ the principal offices of JEA in the City of Jacksonville, or at such other public place within the City of Jacksonville as may be determined by the Chair, and at such times as the Chair or a majority of the members may designate. More frequent regular meetings may be held at the pleasure of a majority of the members.

Section 2. Special Meetings. Special meetings of the ~~members~~ JEA Board may be called by the Chair or by any three (3) members ~~and~~ Special meetings shall be held at the principal offices of JEA in the

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City of Jacksonville, or at such other public place within the City of Jacksonville as may be determined by the Chair.

~~POLICY TYPE: GOVERNANCE PROCESS~~

~~POLICY 1.0~~

~~POLICY TITLE: BY-LAWS OF JEA~~

Section 3. Notice of Special Meetings and Purpose. Notice of each special meeting of the members shall be given by the Chair or by the three (3) members who may have called such special meeting. Such notice shall be in writing and shall be provided to every member not less than seven (7) days before the meeting and shall state the purpose, time and place of the special meeting. Attendance by a member at a special meeting shall constitute waiver of notice. A member may, however, appear at a meeting for the sole purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called without losing the right to object to improper notice. No business shall be transacted at any special meeting other than the purpose specified in the notice unless a majority of the members in attendance at such special meeting agree to transact other business.

Section 4. Teleconference or Videoconference Meetings. The Chair may allow individual Board member(s) to attend a regular or special meeting by teleconference or videoconference, provided that all JEA Board members attending the meeting and all other persons participating in the meeting may hear each other, a quorum of members is physically present, unless otherwise provided by law. Except in the event of extenuating circumstances, requests to attend by teleconference or videoconference must be submitted to the Chair no less than seven (7) days prior to a regular meeting and no less than twelve (12) hours before any special meeting. Whenever any Board member attends a meeting by teleconference or videoconference, the Chair shall conduct the meeting in a manner so as to allow, to the fullest extent possible, simultaneous communication, including, at a minimum, that all JEA Board members attending the meeting and all other participants in the meeting may hear and be heard by each other. A Board member or other person wishing to speak must first identify himself/herself to the Chair and request recognition from **POLICY CATEGORY I: BY-LAWS OF JEA**

~~POLICY 1.0~~

~~POLICY TITLE: BY-LAWS OF JEA~~

the Chair before speaking. Visual presentations shall be described in detail for any Board member attending by teleconference who is unable to view the presentation. In the case of any vote, the Chair shall call for a roll-call vote. It is the Board's preference policy that meetings, where possible, all members be held with a quorum physically present except, on occasion, when the at all Board needs meetings and that attendance by teleconference or videoconference be limited to transact business for a special matter typically conducted at a special meeting emergencies or other unanticipated and unavoidable conflicts.

Section 5. Quorum and Votes Required for Action. The a majority of the Board members shall constitute a quorum for the purpose of meeting and transacting business. Four (4) affirmative votes, and, unless otherwise provided by law, such quorum shall be physically present. A majority vote of the members present at the meeting shall be required to accomplish an act of business. Pursuant to Chapter 286, Florida Statutes, no member who is present at any Board meeting may abstain from voting except when there is, or appears to be, a possible financial conflict of interest under Sections 112.311, 112.313, or 112.3143, Florida Statutes, as amended. In such case, the abstaining Board member shall comply with the participation limitations and disclosure requirements of Chapter 112, Florida Statutes. Members must be present and cast their own vote. Voting by proxy is not permitted. The Chair shall announce the results of every vote. After the announcement of the results of a vote, no vote may be changed or taken on the question unless a motion for reconsideration is approved.

Section 6. Vacancies. Any vacancy occurring in the office of a member of the JEA Board shall be filled for the unexpired term in the manner provided in Article 24, the JEA Charter of the City of Jacksonville, as amended.

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Section 7. Rules and Procedures. Except as provided otherwise herein in these By-Laws or in Policy 2.1.5 of the JEA Board Policy Manual, Robert's Rules of Order shall govern the conduct of the JEA Board business, unless the majority of members shall elect to utilize other rules or procedures consistent with applicable law and these By-Laws.

Section 8. Agenda. The agenda and any meeting materials for any regular, special and committee meetings shall be published in a conspicuous manner of the official JEA website generally no later than seventy-two (72) hours before the meeting; provided, however, that nothing in this Section shall prohibit JEA from amending previously published meeting agendas and meeting materials as may be necessary for the proper functioning of the Board or for other public purpose. The agenda shall be established in accordance with Policy 2.1.3.2 of the JEA Board Policy Manual.

Section 9. Public Comment. Members of the public shall be given a reasonable opportunity to be heard on a proposition before the Board. The opportunity to be heard need not occur at the same meeting at which the Board takes official action on the proposition if the opportunity occurs at a meeting that is during the decisionmaking process and is within reasonable proximity in time before the meeting at which the Board takes official action. This Section does not prohibit the Board from maintaining orderly conduct or proper decorum in a Board meeting. Unless otherwise provided by law, members of the public are not entitled to a reasonable opportunity to be heard in public meetings of the Board in the following circumstances:

- (a) The Board is making an official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause unreasonable delay in the ability of the Board to act;
- (b) The Board is making an official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations;
- (c) The meeting is exempt from Section 286.011, Florida Statutes; or

POLICY CATEGORY I: BY-LAWS OF JEA

POLICY 1.0

POLICY TITLE: BY-LAWS OF JEA

- (d) The Board is acting in quasi-judicial capacity. This subsection does not affect the right of a person to be heard as otherwise provided by law.

Prior to addressing the Board, each person desiring to speak shall fill out a speaker card, provided by the Board Services staff, and return the completed card to the Board Services staff before speaking. The speaker card should contain the speaker's name, residential address and ZIP code, the date of the meeting at which they are speaking, the subject matter the person desires to address, and any entity, group, or organization the speaker may be representing. Speakers shall limit comments to three (3) minutes and may not assign any portion of that time to another speaker. For good cause, the Chair may elect to extend the time available for comment for any speaker.

For public comment on items that are not a proposition being considered by the Board, a general public comment period may be provided for persons to address the Board on matters which reasonably need the attention of the Board. Each person addressing the Board shall limit comments to three (3) minutes, unless extended by the Chair for good cause.

Members of the public shall address their comments to the Board as a whole and not to any member of the Board individually or any group of members. Persons shall not address the Board with personal, impertinent, or slanderous remarks or become boisterous. A member of the Board shall not

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engage in dialogue with persons making public comment unless the question or comment of the member is directed through the Chair or with the permission of the Chair.

Section 10. Executive Session. The Board may only meet in a private, closed "executive session" in accordance with the procedures set forth in this Section 10 and with Florida law, including but not limited to Sections 286.011(8) and 286.0113, Florida Statutes. All exempt portions of such a meeting shall be recorded and transcribed. No portion of the exempt meeting may be held off the record. Such recordings and transcripts shall be confidential and exempt from disclosure to the extent provided by law.

The Board and the CEO may meet in private with JEA's attorney to discuss pending litigation to which JEA is presently a party before a court or administrative agency, provided that the following conditions are met:

(a) JEA's attorney shall advise the Board at a public meeting that he or she desires advice concerning the litigation.

(b) The subject matter of the meeting shall be confined to settlement negotiations or strategy sessions related to litigation expenditures.

(c) The entire session shall be recorded by a certified court reporter. The reporter shall record the times of commencement and termination of the session, all discussion and proceedings, the names of all persons present at any time, and the names of all persons speaking. No portion of the session shall be off the record. The court reporter's notes shall be fully transcribed and filed with the entity's clerk within a reasonable time after the meeting.

(d) The entity shall give reasonable public notice of the time and date of the attorney-client session and the names of persons who will be attending the session. The session shall commence at an open meeting at which the persons chairing the meeting shall announce the commencement and estimated length of the attorney-client session and the names of the persons attending. At the conclusion of the attorney-client session, the meeting shall be reopened, and the person chairing the meeting shall announce the termination of the session.

POLICY CATEGORY I: BY-LAWS OF JEA

POLICY 1.0

POLICY TITLE: BY-LAWS OF JEA

(e) The transcript shall be made part of the public record upon conclusion of the litigation.

ARTICLE VI - AMENDMENTS TO EFFECT OF BY-LAWS

Section 1. Purpose. These By-Laws are for the efficient operation of the Board. Noncompliance with these By-Laws shall not operate to invalidate any JEA Board action otherwise valid under applicable law or to give rise to, or form a basis for, any private right of action.

Section 2. Suspension of By-Laws. Any rule or provision of these By-Laws may be temporarily suspended, unless such suspension would conflict with the provisions of Florida law, the JEA Charter, or the Ordinance Code of the City of Jacksonville, by the affirmative vote of four (4) members at any regular or special meeting, and shall remain suspended only for the time indicated in the motion. The rules and provisions of the By-Laws shall not be suspended to amend any rule or part thereof.

Section 3. Amendments. These By-Laws may be amended, repealed or altered, in whole or in part, by the affirmative votes of four (4) members at any regular or special meeting, provided such subject has been included ~~has~~ an agenda item in the published agenda.

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JEA Board Policy Manual

Adopted by the JEA Board on this 29th day of October, 2024, in Jacksonville, Florida.

JEA Board Chair

JEA Board Secretary

Adopted in its entirety by the JEA Board on February 16, 2010
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POLICY TYPECATEGORY II: GOVERNANCE PROCESS

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POLICY 1.0 POLICY TITLE: BY-LAWS OF JEA

ARTICLE VII - EFFECT OF BY-LAWS

Noncompliance with these By-Laws shall not operate to invalidate any JEA Board action otherwise valid under applicable law.

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~~POLICY TYPE: GOVERNANCE PROCESS~~

POLICY 1.12.0

**POLICY TITLE: JEA BOARD MISSION, VISION, VALUES,
GOALS ~~AND~~ OBJECTIVES**

2.1 Mission

; The JEA Board will exercise ownership, management and ~~operate~~ operation of utilities systems ~~within the City of Jacksonville and surrounding JEA service areas~~ for the ~~benefit of the~~ City of Jacksonville and rate payers.

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2.2 Vision

; Make JEA the best in class for public utilities in the United States.

2.3 Values:

- Leadership – Make the tough calls.
- Selfless Service – Do what is right for the community.
- Competency – Have a strategic understanding of the public utilities industry.
- Integrity – Adhere to a strict moral and ethical code and total transparency.

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2.4 Goals & Objectives

- Be proactive in issuing important guidance and making timely decisions.
 - Objective: Maintain a planning horizon that is forward looking and anticipate key decisions to be made.
- Act in the best interest of the JEA workforce, JEA service area, rate payers and the citizens of Jacksonville.
 - Objective: Utilize the expertise of board members to enhance the ability of the board to act as a collective body.
- Exercise due diligence so well-informed decisions are made.
 - Objective: Use sound business judgement consistent with ~~JEA's legislative charter~~ the JEA ~~Charter~~.
- Secure the trust and confidence of the Jacksonville community, JEA service area and rate payers.
 - Objective: Strict adherence to the Sunshine laws and Open Records Laws, JEA Charter, Florida & Jacksonville City Ethics Codes and JEA Code of Conduct.

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POLICY ~~TYPE~~CATEGORY II: GOVERNANCE PROCESS

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POLICY 2.1.2

POLICY TITLE: GLOBAL GOVERNANCE PROCESS

The mission of the JEA Board is to exercise ownership, management and operateoperation of utilities systems forwithin and outside of the City of Jacksonville for the benefit of the JEA service area and rate payers and make JEA the best in class for public utilities in the United States.

- 2.1.2.1 Governing Style:** The Board will govern in accordance with legal requirements, with an emphasis on (a) outward vision rather than internal preoccupation, (b) encouragement of diversity in viewpoints, (c) strategic leadership more than administrative detail, (d) clear distinction of Board and chief executive roles, (e) collective rather than individual decisions, (f) future more so than past or present, and (g) proactivity rather than reactivity.
- 2.1.2.2 Board Job Description:** Specific responsibilities of the Board are those that ensure appropriate organizational performance.
- 2.1.2.3 Agenda Planning:** To accomplish its responsibilities with a governance style consistent with Board policies, the Board will followmay establish an annual agenda thatto (a) reviewsreview the MOEs (measures of effectiveness) and (b) continually improvesimprove Board performance through education and deliberation.
- 2.1.2.4 Board Officers:** Board officers assure the integrity of the Board'sBoard's process and record'srecords. Board officers are: -Chair, Vice-Chair and Secretary.
- 2.1.2.5 Rules of Order:** Board meetings will be conducted in an orderly and fair process consistent with the requirements of Florida law, Ordinances of the City of Jacksonville, the JEA Charter By-Laws and these governance policies. Meetings will be led by the Chair, or, in the absence of the Chair, the Vice-Chair, or, in the absence of both, by the Chair's-designeeimmediate past Chair.
- 2.1.2.6 Board Member's Code of Conduct:** The Board commits itself to lawful, ethical and businesslike conduct, following all requirements of Florida Law, Ordinances of the City of Jacksonville, and the JEA Charter including proper use of its authority and appropriate decorum when acting as Board members.
- 2.1.2.7 Board Member's Individual Responsibility:** The leadership success of the Board is a direct result of the individual and collegial participation of its members. Board members will commit to preparation for all JEA related meetings and activities.
- 2.1.2.8 Board Committee Principles:** Board committees, when used, will be assigned so as to reinforceassist the wholeness-of-the Board's-jobBoard and not to interfere with delegation from the Board to the CEO.
- 2.1.2.9 Board Committee Structure:** A committee is a Board committee only if its existence and charge come from the Board, regardless of whether Board members sit on the committee. The only standing Board committees are those which are set forth in in this policy. UnlessWith the exception of the standing committees, and unless otherwise stated, a committee ceases to exist as soon as its task is complete. The CEO will attend meetings of each committee and may participate in discussion and make recommendations to the Board, but shall not havebe a votevoting member.
- 1.2.10 New Board Members On-Boarding Requirements:** ~~Coordinate with the JEA Executive Staff Assistant for exact requirements. Generally new board members will a) execute a facilities orientation; b) receive a JEA email account; c) file financial disclosure Form 1; d) get a JEA photograph and JEA employee access pass; e) execute Technology Services agreement; General~~

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~~Security Awareness Training; and f) ethics brief by the City's Office of Ethics, Compliance, and Oversight.~~

~~1.2.11 **JEA Board Evaluation:** Done annually as per App A3.~~

~~2.1.10 **Improvement in Governance:** The Board will invest in continuous improvement in its governance capacity.~~

~~2.1.11 **Legal Representation:** The City Office of General Counsel (OGC) serves as the legal representative and advisor for the Board, CEO and JEA staff.~~

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POLICY ~~TYPE~~CATEGORY II: GOVERNANCE PROCESS

POLICY 2.1.1.3

POLICY TITLE: GOVERNING STYLE

The Board will govern in accordance with legal requirements, observing the principles of the Policy Governance model, with an emphasis on (a) outward vision rather than internal preoccupation, (b) encouragement of diversity in viewpoints, (c) strategic leadership more than administrative detail, (d) clear distinction of Board and chief executive roles, (e) collective rather than individual decisions, (f) future more so than past or present, and (g) proactivity rather than reactivity.

Accordingly,

2.1.31.1 Unique Requirements of Florida Law for Public Boards: In conducting its duties as a Board in Florida, the Board is required to comply with the Florida Sunshine Law, which generally prohibits any two or more members of the Board from meeting unless the meeting has been properly noticed and conducted in accordance with the legal requirements. In addition, Florida Law contains requirements regarding ~~Public Records~~public records, conflicts of interest and voting which must be followed in the conduct of the ~~Board's~~Board's business.

2.1.31.2 The Board will cultivate a sense of group responsibility and will be a proactive Board versus a reactive Board. The Board, not the staff, will be responsible for excellence in governing. The Board will be the initiator of policy, not merely a reactor to staff initiatives.

2.1.1.3.3 Although the Board ~~can~~may change its Governance Process policies at any time, it will diligently observe those currently in force.

2.1.31.4 Continual Board development will include orientation of new Board members in the Board's governance process and an annual Board discussion of governance process improvement.

2.1.31.5 The Board will allow no officer, individual, or committee of the Board to hinder or serve as an excuse for the Board not fulfilling its commitments.

2.1.31.6 Each member of the Board will respect the final determination of the Board as a whole concerning any particular matter, regardless of the ~~member's~~member's personal position concerning such matter.

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POLICY TYPECATEGORY II: GOVERNANCE PROCESS

POLICY 2.1.42

POLICY TITLE: BOARD JOB DESCRIPTION

Specific responsibilities of the Board are those that ensure appropriate organizational performance.

Accordingly,

2.1.42.1 The Board is the governing body of JEA and the authoritative link between the organization and the ownershipJEA and its service area stakeholders and rate payers.

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2.1.42.2 The Board will provide governing policies that realistically address the broadest levels of all organizational decisions and situations:

- a. Governance Process: Specification of how the Board develops, carries out, and monitors its own responsibilities
- b. Board-Management Delegation: Specification of how power is delegated and its proper use monitored; clarity on the CEO's role, authority, and accountability.
- c. -Executive Mandates: Constraints on executive authority that establish the prudence and ethics boundaries within which all executive activity and decisions must take place.
- d. Measures of Effectiveness: The organizational outcomes to its recipients including the relative worth of such outcomes in cost or priority.

2.1.42.3 ~~This~~The CEO annual evaluation will be done formally in person with the CEO and full board. ~~Board, utilizing the CEO evaluation criteria as perin Appendix A1 (with CEO core competenciesExecutive Core Competencies)~~

2.1.42.4 The Board will evaluate its own performance annually as per ~~App A3-Appendix A2 (JEA Board Evaluation Criteria).~~

2.1.42.5 Board members will respect their fiduciary responsibilities to ~~protectown, manage and enhanceoperate the valueutilities systems~~ of JEA ~~as a citizen-owned enterprisefor the benefit of the JEA service area and rate payers~~ with due diligence using sound business judgment consistent with ~~JEA's legislative charterthe JEA Charter.~~

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POLICY ~~TYPE~~CATEGORY II: GOVERNANCE PROCESS

POLICY ~~2.1.53~~

POLICY TITLE: AGENDA PLANNING

To accomplish its responsibilities with a governance style consistent with Board policies, the Board ~~will~~ ~~follow~~~~may establish~~ an annual agenda ~~that~~to (a) ~~complete~~~~scomplete~~ a re-exploration of the Measures of Effectiveness (MOEs) policies at least annually and (b) continually ~~improves~~~~improve~~ Board performance through education and deliberation.

Accordingly,

~~2.1.53.1~~ The Board ~~will~~~~may elect to schedule a retreat/workshop meeting annually around March~~ to establish its annual agenda during an annual retreat to be agenda. The meeting, if scheduled around March of each year, will be held in accordance with the Florida Sunshine and Open Government laws.

- a. The Board will review the MOEs as often as necessary, but minimally once a year; ~~giving~~ balance to efficiency and reliability.
- b. Consultations with selected groups in the ownership of stakeholders, or other methods of gaining ownership stakeholder input, will ~~may~~ be scheduled as part of the annual agenda.
- c. Governance education and education related to the MOEs (presentations by futurist forecasters, demographers, advocacy groups, staff, etc.) will ~~may~~ be scheduled as part of the annual agenda.

~~2.1.53.2~~ The ~~A tentative agenda for the Board's monthly meeting~~ regular meetings will be established through consultation with the CEO and provided to the Chair and the CEO, who shall then set the agenda for final approval by the Board.

- a. The agenda along with supporting item documentation will be made available to Board members and the ~~city auditor~~ City Council Auditor (as per ~~Art~~Section 21.03(e) minimally of the JEA Charter) no later than seven (7) days prior to monthly regular Board meetings and committee meetings. The agenda shall be published as provided in Section 8 of the JEA By-Laws.
- b. ~~A~~Any Board member may bring up new business at the appropriate time on the agenda during any meeting; ~~however, if, For any item of new business requiring~~ a formal or detailed response or presentation is necessary from the Board or JEA staff, a request should be made to the CEO no later than two weeks before the Board meeting to allow others on the Board to receive information ~~seven~~ (7) days in advance.

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POLICY ~~TYPE~~CATEGORY II: GOVERNANCE PROCESS

POLICY 2.1.64

POLICY TITLE: BOARD OFFICERS

Board officers assure the integrity of the ~~Board's~~Board's process and ~~record's~~records. Board officers are: Chair, Vice-Chair, and Secretary.

Accordingly,

2.1.64.1 The Chair, ~~a specially empowered member~~as the presiding officer of the Board, ensures the integrity of the Board's ~~process~~processes and, ~~secondarily, occasionally represents the~~ the proper execution of this JEA Board to outside parties Policy Manual, and the orders and resolutions of the Board.

a. The Chair's role is to see that the Board behaves consistently within its own rules and ~~these policies and such other~~ rules and regulations ~~imposed upon it from outside the organization as may apply~~.

(1) Meeting discussion content will consist of issues that clearly belong to the Board to decide or to monitor according to Board policy.

(2) Deliberation will be fair, open, and thorough but also timely, orderly, and kept to the point.

b. The authority of the Chair consists in making decisions that fall within topics covered by Board policies on Governance Process and Board-Management Delegation, with the exception of (a) employment or termination of the CEO and (b) areas where the Board specifically delegates portions of this authority to others. The Chairman is authorized to use any reasonable interpretation of provisions in these policies.

(1) The Chair is empowered to chair Board meetings with all the commonly accepted powers of that position, such as ruling and recognizing.

(2) The Chair may ~~represent the Board to outside parties in announcing Board-stated positions and in stating the Chair's decisions and interpretations within the area delegated to that role~~.

~~(3) — The Chair may~~ delegate this authority but remains accountable for its use.

~~(4)~~ The Chair may appoint members and a Chair for each Board Committee, unless otherwise stipulated by Board policies.

2.1.64.2 The Vice-Chair, or in the absence of the Vice-Chair, the immediate Past Chair, will serve as Chair in the absence of the current Chair.

2.1.64.3 The Board Secretary ~~is an officer of the Board whose purpose is to~~ shall exercise oversight of the procedures used by the JEA Staff to accurately produce ~~Minutes and publish minutes~~ of all Board and Committee meetings ~~and submission for public record within~~. Minutes from ~~board~~ Board and ~~committee~~ Committee meetings will be posted in a conspicuous manner on the official JEA website within a reasonable period of time after the meeting concludes (which entails board/committee actioning approval of the minutes before posting) ~~generally within seventy-two (72) hours after each meeting. Along with the Chair, the Secretary shall execute all instruments in writing necessary to be signed by JEA unless other designated by the JEA Board in accordance~~

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~~with the JEA Charter.~~ The Secretary shall perform such other duties as from time to time may be assigned by the Chair ~~Note, refer to other reporting requirements contained in Article 21.04 section~~Board. The Vice-Chair will serve as Secretary in the absence of the current Secretary.

~~1.6.4—All Board officers are accountable to the Chair unless otherwise determined by Board policy.~~

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POLICY ~~TYPE~~CATEGORY II: GOVERNANCE PROCESS

POLICY 2.1.75

POLICY TITLE: RULES OF ORDER

Board meetings will be conducted in an orderly and fair process consistent with the requirements of Florida Law, Ordinances of the City of Jacksonville, the JEA Charter, ~~Bylaws~~By-Laws and these governance policies. Meetings will be led by the Chair, or, in the absence of the Chair, the Vice-Chair, or, in the absence of both, by the ~~Chair's designee~~immediate past Chair.

Accordingly,

2.1.75.1 Board meetings will be conducted with punctuality and order and in accordance with the By-Laws of JEA.

- a. Board meetings shall be called to order at the time specified in the notice of meeting and upon satisfaction of a quorum.
- b. Meeting order and decorum shall be maintained and all members treated with dignity, respect, courtesy, and fairness during discussion and debate and in all other respects.
- c. Board members must keep their comments relevant to the issue under consideration.
- ~~d. In order to conduct business, a quorum of four (4) board members must be present. Four affirmative votes are required to decide all motions before the Board regardless of number in attendance.~~

2.1.75.2 Board meetings will be conducted at a level of informality considered appropriate by the Chair, yet with predictable discipline.

- a. Discussion of a matter not on the previously distributed agenda may occur only after Board consent that the matter be heard.
- b. Proposals that the Board take action, or decide a particular matter, shall (unless otherwise agreed to by unanimous consent) be made by main motion of a Board member, discussed, and then voted on. Motions require a second to proceed to discussion and subsequent vote.
- c. The Chair may not make motions, but can engage in debate and is required to vote.
- d. A motion to amend a main motion may be amended but third level amendments (amendments to amendments) are not to be heard.
- e. A motion to refer to a committee, postpone, or table, may be made with respect to a pending main motion, shall take precedence over the pending motion and, if carried, shall set the main motion (the initial proposal) aside accordingly.
- f. Board members may speak to a pending motion on as many occasions, and at such length, as the Chair may reasonably allow.
- g. A vote on a motion shall be taken when discussion ends, but any Board member may, during the course of debate, move for an immediate vote (close debate or call the question) which, if carried, shall end discussion and the vote on the main motion shall then be taken.

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Votes may be made by voice vote or by roll call. All members of the Board are required to vote unless a conflict of interest is declared.

~~POLICY TYPE: GOVERNANCE PROCESS~~

~~POLICY 1.7~~

~~POLICY TITLE: RULES OF ORDER~~

- h. A motion to adjourn a Board meeting may be offered by any Board member or, on the conclusion of all business, adjournment of the meeting may be declared by the Chair.

~~1.7~~

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POLICY CATEGORY II: GOVERNANCE PROCESS

POLICY 2.1.5

POLICY TITLE: RULES OF ORDER

2.1.5.3 When further rules of order are to be developed by the Board, the Board will consider the Standard Code of Parliamentary Procedure (Robert's Rules of Order) as a resource guide. The representative from the Office of General ~~Council~~Counsel in attendance may serve the Board as a resource on Parliamentary Procedure.

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POLICY ~~TYPE~~CATEGORY II: GOVERNANCE PROCESS

POLICY 2.1.86

POLICY TITLE: BOARD MEMBER'S CODE OF CONDUCT

The Board commits itself to lawful, ethical and businesslike conduct, following all requirements of Florida Law, Ordinances of the City of Jacksonville, and the JEA Charter, including proper use of its authority and appropriate decorum when acting as Board members.

Accordingly,

2.1.86.1 Members are expected to represent the best interests of ~~the ownership~~JEA. This accountability supersedes any conflicting loyalty such as that to advocacy or interest groups and membership on other Boards or staffs. It also supersedes the personal interest of any Board member acting as a consumer of ~~the organization's~~JEA's services.

2.1.86.2 Members must avoid ~~conflict~~self-dealing and conflicts of interest with respect to their fiduciary responsibility. ~~Such conflicts of interest include but are not limited to the following:~~

a. ~~There will be no self-dealing or business by a board member with any entity that might be reasonably seen as representing a conflict of interest.~~They

b. ~~When the Board is to decide upon an issue about which a member has an unavoidable conflict of interest, that member shall announce and declare publicly any conflict of interest comply with Chapter 112, Part III (Code of Ethics for Public Officers and withdraw without comment not only from the vote but also from the deliberation.~~

c. ~~No board member will have an individual contractual relationship with JEA (directly or indirectly) during their board tenure Employees, Florida Statutes, and for 2 years following member's date of termination from board membership Chapter 602 (Jacksonville Code of Ethics), Ordinance Code of the City of Jacksonville.~~

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2.1.86.3 Members may not attempt to exercise individual authority over ~~the organization~~JEA or JEA staff except as ~~explicitly~~expressly set forth in Board policies.

a. Members' interaction with the CEO or with JEA staff must recognize the lack of authority vested in ~~individuals~~individual members except when ~~explicitly~~expressly authorized by the Board. ~~Accordingly, while interaction and communication with the CEO and JEA staff is permitted, an individual Board member shall not give orders or instructions, publicly or privately, to the CEO or to JEA staff.~~

b. Members' interaction with the public, the press, or other entities must recognize the same limitation and the inability of any Board member to speak for JEA or for the Board as a whole, except to repeat ~~explicitly~~expressly stated Board decisions.

c. Except for participation in Board deliberation about whether the CEO has achieved any reasonable interpretation of Board policy, members will not express individual judgments of negative performance of JEA employees or the CEO.

2.1.86.4 Members are expected to support the legitimacy and authority of the final determination of the Board on any matter, without regard to the member's personal position on the issue.

2.1.86.5 Members who have any question about the appropriateness of their conduct should consult with the Office of General counsel or appropriate Ethics offices for information.

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POLICY ~~TYPE~~CATEGORY II: GOVERNANCE PROCESS

POLICY ~~2.1.9~~

POLICY TITLE: ~~DIRECTORS' BOARD MEMBER'S INDIVIDUAL~~ ~~RESPONSIBILITY~~RESPONSIBILITIES

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The leadership success of the Board is a direct result of the individual and collegial participation of its members.

Accordingly, each Board member is expected to participate in the following ways:

~~2.1.9.1~~ Time Investment to Accomplish Board Responsibilities — As Board contemplation, deliberation and decision-making are processes which require ~~wholeness~~, collaboration and participation, attendance at Board meetings is expected of Board members.

a. Expected Commitments:

(1) ~~Monthly Board Meetings~~

(1) Regular and Special Board Meetings (Board members are expected to attend every Board meeting and in no event fewer than seventy percent (70%) of the regular Board meetings per year in person.)

(2) Annual Team Building (to include professional education)

(3) Annual CEO evaluation and Board ~~Self-Assessment~~ Evaluation

(4) Bond Rating Agency
~~Trip, 3 days~~ Presentation (Board Chair is expected to attend);

b. Optional Involvement:

(1) Internal educational meetings with staff upon request

(2) Industry ~~related~~ seminars and conferences

(3) Visit other utilities and related industries

~~2.1.9.2~~ Preparation and Participation - Board members will prepare for Board and committee meetings and will participate productively in discussions, always within the boundaries of ~~disciplined decorum~~ established by the Board. Each member will contribute his or her own knowledge, skills and expertise to the Board's efforts to fulfill its responsibilities.

~~2.1.9.3~~ Members as Individuals — The CEO is accountable only to the Board as ~~an organization~~ whole, and not to individual Board members. Accordingly, the relationship between the CEO and individual members of the Board, including the Chair, is collegial, not hierarchical.

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POLICY ~~TYPE~~CATEGORY II: GOVERNANCE PROCESS

POLICY 2.1.408

POLICY TITLE: BOARD COMMITTEE PRINCIPLES

Board committees, when used, will be assigned so as to ~~reinforce~~assist the ~~wholeness-of-the-Board's~~ jobBoard and not to interfere with delegation from the Board to the CEO.

Accordingly,

~~Accordingly,~~

- 2.1.408.1 Board committees are to help the Board accomplish its responsibilities and are not assigned to perform staff functions. Committees ordinarily will assist the Board by preparing policy alternatives and implications for Board deliberation. In keeping with the Board's broader focus, Board committees will normally not have direct dealings with current staff operations unless specifically outlined in committee objectives.
- 2.1.408.2 Board committees are advisory and may not speak or act for the Board, except when formally given such authority by the Board for specific purposes. Expectations and authority of a committee will be carefully and expressly stated at the time of its establishment in order to prevent conflict with authority delegated to the CEO or to another committee.
- 2.1.408.3 Board committees cannot provide direction to or exercise authority over JEA staff. The CEO works for the full Board, and ~~will~~, therefore, will not be required to obtain the approval of a Board committee before taking an executive action.
- 2.1.408.4 Committees will be formed for a specific purpose only. ~~Its and may perform fact finding and/or recommendation functions for the Board. Each committee's~~ purpose and function will be documented in a written charge. All committees are accountable to the Board as a whole.
- 2.1.408.5 This policy applies to any group ~~that is~~ formed by Board action, whether or not it is called a committee and regardless of whether the group includes Board members, ~~it. It~~ does not apply to committeesgroups formed under the authority of the CEO.

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POLICY ~~TYPE~~CATEGORY II: GOVERNANCE PROCESS

POLICY 2.1.149

POLICY TITLE: BOARD COMMITTEE STRUCTURE

A committee is a Board committee only if its existence and charge come from the Board, regardless of whether Board members sit on the committee. The only standing Board committees are those which are set forth in this policy. ~~Unless~~With the exception of the standing committees, and unless otherwise stated, a committee ceases to exist as soon as its task is complete. The CEO will attend meetings of each committee and may participate in discussion and make recommendations to the Board, but shall not ~~have~~be a ~~vote~~voting member.

Accordingly,

~~Accordingly,~~

2.1.149.1 ~~Nominating~~Executive Committee: The purpose of the ~~Nominating-committee-Executive Committee~~ is to recommend Board officers for election by the Board as a whole.

- a. The ~~Nominating~~ Committee will be comprised of ~~three~~four (4) members. The current Board Chair (who shall serve as Chair of the committee), ~~the current Vice Chair, the current Secretary,~~ and the ~~two~~ most immediate past ~~Chairs~~Board Chair still remaining on the Board will constitute the Committee. If ~~one or more~~the most immediate past ~~Chairs~~Chair is no longer serving on the Board, the ~~current Board~~ Chair shall select ~~another~~ Board ~~members~~member to fill out a committee of ~~three~~four.
- b. The ~~Nominating~~ Committee shall be formed no later than January of each year and will make its recommendation to the Board for action ~~at its March~~no later than a Board meeting before April 1.

2.1.149.2 Finance, Governance, and Audit Committee: The ~~purpose~~purposes of the Finance, Governance, and Audit Committee ~~is~~are to assist the Board in (a) fulfilling its oversight responsibilities by reviewing financial information, systems of internal controls, and audit process, including a high level review of the operating and capital budgets. ~~The committee, and (b) updating the JEA Board documents, primarily this JEA Board Policy Manual, including the JEA By-Laws. The Committee~~ will provide an open avenue of communication between the Board, Management, Audit Services, and external auditors.

- a. The ~~Finance and Audit~~ Committee will be comprised of three (3) members appointed annually by the Chair and confirmed by the Board. Two (2) members will constitute a quorum. The Board Chair shall appoint one of the Committee members as Chairperson of the Committee.
- b. The Committee will meet at least four (4) times per year. A schedule of regular meetings will be established by the ~~committee~~Committee annually. Special meetings may be called by any Committee member. Meeting dates, times and location will be announced to the entire Board.
- c. The Committee shall oversee:
 - (1) Internal controls and risk assessment;
 - (2) Audit Services;

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- (3) Compliance with laws, regulations and code of conduct including but not limited to the JEA Charter;
- (4) Financial reporting and
- ~~d.(5)~~ The ~~Committee will oversee the~~ External Auditor.

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POLICY ~~TYPE~~CATEGORY II: GOVERNANCE PROCESS

POLICY ~~2.1.149~~

POLICY TITLE: BOARD COMMITTEE STRUCTURE

~~2.1.149.3—Governance Capital Projects~~ Committee:– The purpose of ~~Governancethe Capital Projects~~ Committee is to assist the Board in ~~updating the JEA Board documents, primarily the Board Policy Manual (which includes the JEA By-Laws), review of all current and future capital projects, including bid status, delivery method, RFP status, project execution and management status, and any other issues requiring Board awareness or action.~~

- a. The ~~Governance~~ Committee will be comprised of at least three (3) members appointed annually by the Chair, ~~and confirmed by the Board.~~ The Board Chair shall appoint one of the Committee members as Chairperson.
- b. The Committee will meet at least ~~once~~ four (4) times per year. Special meetings may be called by any Committee member. Meeting dates, times and location will be announced to the entire Board.

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~~2.1.9.4 Compensation Committee: The purpose of the Compensation Committee is to assist the Board in the review of any appointments or salary changes of the CEO and the Senior Leadership Team, which is compromised of the Chief Officers of JEA.~~

- a. ~~The Committee will be compromised of three (3) members. The current Board Chair (who shall serve as Chair of the committee), the Board Vice-Chair, and the most recent past Board Chair still remaining on the Board will constitute the Committee. If the most recent past Board Chair is no longer serving on the Board, the Board Secretary shall be a member.~~
- b.
- c. ~~The Committee will work with JEA Staff Compliance Officer to oversee compliance of all applicable provisions in City Council Article 21.~~

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~~4.11.4The Committee will meet at least once per year. Special meetings may be called by any Committee member. Meeting dates, times and location will be announced to the entire Board.~~

~~2.1.9.5 Other Committeesstanding committees~~ may be established as designated by the Chair~~Board.~~

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POLICY ~~TYPE~~CATEGORY II: GOVERNANCE PROCESS

POLICY ~~2.1.12~~ 10 POLICY TITLE: ~~COST-OF-IMPROVEMENT IN~~
GOVERNANCE

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The Board will invest in continuous improvement in its governance capacity.

~~Accordingly,~~

~~2.1.12~~10.1 — The Board will use appropriate methods to improve its governing skills.

- a. Training and retraining will be used liberally to orient new members as well as to maintain and increase existing members' skills and understandings.
- b. Outside monitoring assistance can be arranged so that the Board can exercise confident control over organizational performance. This includes but is not limited to a financial audit or consultant firm.
- c. Outreach mechanisms can be used as needed to ensure the Board's ability to listen to ownerstakeholder viewpoints and values.
- d. Knowledgeable industry experts can be made available to the Board in various ways to continuously improve the Board's awareness of emerging utility industry issues.

~~2.1.12~~10.2 — Costs for appropriate Board governance will be included during annual budget preparations. Any expenditure required will be in accordance with JEA procurement policies. Items may include but not be limited to the following as annually decided by the Board:

- a. Training
- b. Attendance at conferences, industry site visits and Rating Agency presentations
- c. Audit and other third-party monitoring of organizational performance
- d. Surveys, focus groups, opinion analysis, and meeting costs

Adopted in its entirety by the JEA Board on February 16, 2010
and as Amended and Adopted by the JEA Board on May 25, 2021

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2.1.10.3 New Board members will complete all on-boarding requirements, which will generally include (a) a facilities orientation; b) a JEA email account; (c) filing financial disclosure Form 1; (d) a JEA photograph and JEA employee access pass; (e) executing Technology Services agreement, General Security Awareness Training; (f) Sunshine and Open Government Training; and (g) an ethics brief by the City's Office of Ethics, Compliance, and Oversight. New members shall coordinate with JEA executive staff to complete all requirements.

2.1.10.4 The Board will perform an annual self-evaluation generally in the form and format as provided in Appendix A2 (JEA Board Evaluation Criteria).

POLICY TYPE CATEGORY II: GOVERNANCE PROCESS

POLICY 2.1.11

POLICY TITLE: LEGAL REPRESENTATION

The City Office of General Counsel (OGC) serves as the legal representative and advisor for the Board, CEO, and JEA Staff.

2.1.11.1 JEA shall be required to use the legal services of the Office of General Counsel, and the Office of General Counsel shall have the responsibility for furnishing legal services to JEA. JEA shall appropriate the funds necessary to meet the obligations for outside legal services as determined by the Office of General Counsel.

2.1.11.2 The City General Counsel has assigned a chief legal officer and other assistant general counsel and legal staff as full-time representation for JEA. In the event that OGC counsel cannot or should not provide legal services in a specific instance, OGC will appoint outside legal counsel, after consultation with JEA and at JEA's expense.

2.1.11.3. All senior-level employees, including the CEO and senior-level officers, directors and managers of JEA, shall be trained by OGC, in consultation with the Ethics Office, at least annually on Florida's open meetings laws, public records and ethics laws.

POLICY CATEGORY III: BOARD MANAGEMENT DELEGATION**POLICY 23.0****POLICY TITLE: GLOBAL BOARD-MANAGEMENT DELEGATION**

The Board's ~~sole-official~~direct connection to the operational organization, its achievements, and conduct will be through a chief executive officer titled Managing Director / CEO, referred to within this document simply as CEO.

Accordingly,

- 23.0.1 Unity of Control:** Only the Board may order or instruct the CEO, and only officially passed motions of the Board are binding on the CEO.
- 23.0.2 Accountability of the CEO:** The CEO is the Board's only~~direct~~ link to operational achievement and conduct, so that all authority and accountability of staff, as far as the Board is concerned, is considered the authority and accountability of the CEO.
- 23.0.3 Delegation to the CEO:** The Board will instruct the CEO through written policies that prescribe the organizational Measures of Effectiveness (MOEs ~~(measures of effectiveness)~~) to be achieved and will describe organizational situations and actions to be avoided, allowing the CEO to use any reasonable interpretation of these policies.
- 23.0.4 CEO and Senior Leadership Remuneration:** Salary and benefits and other terms of employment for the CEO will be determined by contract. JEA may have an employment contract with the CEO only.
- 23.0.5 Core Competencies- Monitoring CEO Performance:** Board evaluation of the CEO will be done annually and based on Appendix 1. Executive Core Competencies are included in the Appendix, and CEO evaluation criteria.

TYPE

POLICY CATEGORY III: BOARD MANAGEMENT DELEGATION

POLICY 23.0.1

POLICY TITLE: UNITY OF CONTROL

Only

Only the Board may order or instruct the CEO, and only officially passed motions of the Board are binding on the CEO.

Accordingly,

23.0.1.1 ~~Decisions or instructions of individual~~ Individual Board members, officers, or committees shall not give orders or instructions, public or privately, to the CEO, legal counsel or JEA staff and any such orders or instructions are not binding on the CEO, legal counsel or JEA staff.

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23.0.1.2 ~~In the case of~~ Individual Board members ~~or and~~ Board committees ~~requesting~~ may interact and communicate with the CEO, legal counsel and JEA staff and may request information or assistance without requiring full Board authorization, ~~the~~ The CEO can refuse such requests, however, to the extent that ~~require~~, in the CEO's opinion, ~~the request requires~~ a material amount of staff time or funds, or are disruptive. The CEO shall promptly inform the Board if ~~requests~~ she or she refuses any request from ~~an individual Board members~~ member or committees ~~are refused~~ Board committee.

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POLICY TYPECATEGORY III: BOARD MANAGEMENT DELEGATION**POLICY 23.0.2****POLICY TITLE: ACCOUNTABILITY OF CEO**

The CEO is the Board's ~~only~~direct link to operational achievement and conduct, so that all authority and accountability of staff, as far as the Board is concerned, is considered the authority and accountability of the CEO.

Accordingly,

~~23.0.2.1~~ ~~The~~Neither the Board as a ~~body-and~~whole nor individual ~~board~~Board members ~~will~~ ~~never~~shall give ~~orders or~~ instructions to persons who report directly or indirectly to the CEO.

~~3.0.2.2-2.3~~ The Board ~~will~~shall not evaluate, either formally or informally, any ~~legal counsel or JEA~~ staff other than the CEO. ~~However, though,~~ the CEO ~~will~~shall discuss ~~his evaluation~~ with the Board ~~his or her evaluation~~ of the executives identified as potential interim CEO successors ~~(refer to as provided in Policy 34.0.5.4).~~

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~~3.0.2.3~~ ~~Nothing in this Policy 3.0.2 should be interpreted as limiting the Board's authority regarding budgetary or compensation matters.~~

POLICY ~~TYPE~~CATEGORY III: BOARD-~~MANAGEMENT~~ DELEGATION**POLICY 23.0.3****POLICY TITLE: *DELEGATION TO THE CEO***

The Board will instruct the CEO through written policies that prescribe the organizational ~~(Measures of Effectiveness)~~ (MOEs) to be achieved and will describe organizational situations and actions to be avoided, allowing the CEO to use any reasonable interpretation of these policies.

Accordingly,

23.0.3.1 The Board will develop policies instructing the CEO to achieve specified results, for specified recipients, at a specified cost. These policies will be developed systematically from the broadest, most general level to more defined levels and will be captured in the MOEs.

23.0.3.2 Should the CEO ~~violate~~become aware that he or she has violated a Board policy, he or she shall promptly inform the Board. Informing is simply to guarantee no violation may be intentionally kept from the Board, not to request approval. Board response, either approving or disapproving, does not exempt the CEO from subsequent Board judgment of the action nor does it curtail any executive decision.

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POLICY ~~TYPE~~CATEGORY III: BOARD MANAGEMENT DELEGATION

POLICY 23.0.4

—— POLICY TITLE: ~~MONITORING CEO PERFORMANCE~~

~~Board evaluation of the CEO will be done annually and based on App A1, Executive Core competencies and CEO evaluation criteria.~~

AND SENIOR LEADERSHIP
POLICY TYPE: BOARD MANAGEMENT DELEGATION

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POLICY 2.5

POLICY TITLE: CEO REMUNERATION

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Salary and benefits and others terms of employment for the CEO will be determined by contract. JEA may have an employment contract with the CEO only.

2.53.0.4.1 The governing body of JEA Board, with the advice and recommendation of the Compensation Committee, shall employ and fix the compensation of the CEO, who shall serve at the pleasure of JEA the Board, and shall employ and fix the compensation of the Senior Leadership Team.

3.0.4.2.5.2- The entire working time of the CEO shall be devoted to the performance of the duties and such office and the CEO shall have no outside employment. Subject to the approval of the Board, the CEO may engage in or have unrelated business interests so long as such business interests do not interfere with the CEO's duties.

2.5.3-0.4.3 The CEO shall be a graduate of an accredited college or university, and have at least five (5) years of executive experience within the utilities industry.

2.53.0.4.4 The CEO shall have a fiduciary duty of loyalty, fidelity, and allegiance to act at all times in the best interest of JEA and will act in a manner consistent with the responsibilities of City Council's Article 21 the JEA Charter and other policies, rules, and regulations established by JEA regarding governing the conduct of JEA employees.

2.3.0.4.5.5- The CEO's contract term, including any renewal term, shall not exceed five (5) years.

2.53.0.4.6- The amount of severance pay, if any, shall not exceed the amounts allowed under Florida law and shall not be permitted if the CEO is terminated for cause or terminated for misconduct, as defined in Section 443.036(29), Florida Statutes, as amended.

2.53.0.4.7- The contract shall not contain a mandatory consulting, separation and transition, or similar agreement that is triggered operative due to the CEO's termination without cause under the contract.

2.53.0.4.8- JEA shall not be required to release, indemnify or hold harmless the CEO against any claims except as otherwise required permitted by law.

2.53.0.4.9- JEA shall not be required to pay for or provide legal counsel to the CEO beyond the legal counsel required of the Office of General Counsel pursuant to the City JEA Charter of Florida or general law.

2.53.0.4.10 —The contract shall contain a provision that the CEO serves at the pleasure of the JEA members Board and may be terminated with or without cause, at any time, and such provision may provide for not more than thirty (30) days advance notice to the CEO of such termination without cause.

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2.5.11-3.0.4.11 The contract may contain a provision for termination of the CEO for cause, provided that "cause" shall be defined consistent with the definition as contained in Rule 9.05(a) of the Civil Service and Personnel Rules and Regulations of the City of Jacksonville.

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3.0.4.12 All compensation terms shall be reasonable and customary and similar to other public utilities comparable to JEA when taking into account the size of JEA's territory area, employee ~~size~~workforce, and utility systems.

~~2.5.12–~~3.0.4.13 The contract may contain any such other terms as may be in the best interest of JEA and not inconsistent with this Policy 3.0.4, the JEA Charter, or applicable law.

POLICY CATEGORY III: BOARD MANAGEMENT DELEGATION

POLICY 3.0.4 **POLICY TITLE: CEO AND SENIOR LEADERSHIP REMUNERATION**

3.0.4.14 The contract must be reviewed and approved as to form and substance by the Office of General Counsel.

3.0.4.15 Nothing in this JEA Board Policy Manual or in the CEO's contract may be construed as a guarantee of employment for the CEO at any time, or for any length of time.

3.0.4.16 The CEO, department heads, deputy director of departments, staff assistants, division chiefs and assistant division chiefs shall not be included within the civil service system of JEA or the City of Jacksonville.

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POLICY TYPECATEGORY III: BOARD-MANAGEMENT DELEGATION

POLICY 3.0.5

POLICY TITLE: *MONITORING CEO PERFORMANCE*

Board evaluation of the CEO will be done annually and based on Appendix 1, Executive Core Competencies, and CEO evaluation criteria.

POLICY CATEGORY IV: EXECUTIVE MANDATES**POLICY 34.0****POLICY TITLE: GENERAL EXECUTIVE OVERSIGHT AND ASSURANCES**

The CEO shall oversee and ensure that organizational practices, activities, decisions, and circumstances are lawful, prudent, and not in violation of commonly accepted business and professional ethics and practices.

- 34.0.1 Treatment of Consumers:** With respect to interactions with consumers or those applying to be consumers, the CEO shall oversee and ensure conditions, procedures, and decisions that are safe, timely, dignified, and not unnecessarily intrusive.
- 34.0.2 Treatment of Staff:** With respect to the treatment of staff, the CEO shall oversee and ensure conditions that are fair, safe, dignified, organized, and clear.
- 34.0.3 Financial Planning/Budgeting:** The CEO shall oversee and ensure financial planning for any fiscal year or the remaining part of any fiscal year will not deviate materially from the Board's MOEs priorities, risk financial jeopardy, and will be derived from a multiyear plan.
- 34.0.4 Financial Condition and Activities:** With respect to the actual, ongoing financial conditions and activities, the CEO shall oversee and ensure actual expenditures that will not result in financial jeopardy or materially deviate from Board priorities established in MOEs policies.
- 34.0.5 Workforce Readiness and Succession Planning:** The CEO shall oversee and ensure a workforce that is prepared to meet current or future business demands.
- 34.0.6 Asset Protection:** The CEO shall oversee and ensure corporate assets are protected, adequately maintained and not unnecessarily risked.
- 34.0.7 Compensation and Benefits:** With respect to employment, compensation, and benefits to employees, consultants, contract workers, and volunteers, the CEO shall oversee and ensure no impairments to financial integrity or to public image.
- 34.0.8 Communication and Support to Board:** The CEO shall oversee and ensure that the Board is informed and supported in its work.
- 34.0.9 Regulatory/Legislative Requirements:** The CEO shall oversee and ensure regulatory and legislative actions that are favorable to the organization.
- 34.0.10 Enterprise Risk Management:** The CEO shall oversee and ensure conditions, procedures and decisions that will identify, measure, monitor and manage, within established risk tolerances, potential events that may affect achievement of the MOEs.
- 34.0.11 Procurement Activities:** The CEO shall oversee and ensure the development of procurement policies and procedures that adhere to all applicable federal, state and local laws and ordinances and provide for increased public confidence in the procurement activities of JEA.

POLICY TYPECATEGORY IV: EXECUTIVE MANDATES**POLICY 34.0.1****POLICY TITLE: TREATMENT OF CONSUMERS**

With respect to interactions with consumers or those applying to be consumers, the CEO shall oversee and ensure conditions, procedures, or decisions that are safe, timely, dignified, and not unnecessarily intrusive.

Accordingly, the CEO will:

- 34.0.1.1 Elicit information for which there is a clear necessity.
- 34.0.1.2 Use methods of collecting, reviewing, transmitting, or storing client information that will protect against improper access.
- 34.0.1.3 Operate facilities with appropriate accessibility and privacy.
- 34.0.1.4 Articulate to consumers a clear understanding of what they can expect from services offered.
- 34.0.1.5 Operate with clearly established and updated Customer Service procedures and published rules and regulations for service.
- 34.0.1.6 Operate with mechanisms for collecting consumer complaints that provide for resolution at the lowest staff level and also include prompt response when warranted.

POLICY TYPE CATEGORY IV: EXECUTIVE MANDATES**POLICY 34.0.2****POLICY TITLE: TREATMENT OF STAFF**

With respect to the treatment of paid and volunteer staff, the CEO shall oversee and ensure conditions that are fair, safe, dignified, organized, and clear.

Accordingly, the CEO will:

- 34.0.2.1 Operate with written personnel rules and regulations that:
 - a. clarify rules for staff
 - b. provide for effective handling of grievances
 - c. protect against wrongful conditions such as nepotism and grossly preferential treatment for personal reasons.
 - d. allow for volunteerism in the community
 - e. require high ethical standards
 - f. recognize the need for work/life balance
- 34.0.2.21 Operate with written job descriptions and performance requirements and reviews that
 - a. characterize the nature of work to be performed
 - b. identify technical, behavioral and physical skills required
 - c. identify clear standards of responsibilities, accountability and associated authorities.
- 34.0.2.3 Provide a safe work environment.
- 34.0.2.4 Identify and provide training necessary to accomplish the quality of work expected.
- 34.0.2.5 Not allow discrimination or retaliation against any staff member for non-disruptive expression of dissent.
- 34.0.2.6 Acquaint staff with the CEO's interpretation of their protections under this policy.
- 34.0.2.7 Allow staff to be prepared to deal with emergency situations.
- 34.0.2.8 ~~Insure~~Ensure that the company's Core Values are routinely communicated and reinforced to all employees.

POLICY ~~TYPE~~CATEGORY IV: EXECUTIVE MANDATES**POLICY ~~34.0.3~~****POLICY TITLE: FINANCIAL PLANNING/BUDGETING**

The CEO shall oversee and ensure financial planning for any fiscal year or the remaining part of any fiscal year will not deviate materially from the Board's MOEs priorities, risk financial jeopardy, and will be derived from a multiyear plan.

Accordingly, the CEO will:

- ~~3.3.1~~ 4.0.3.1 Prevent the risk of incurring those situations or conditions described as unacceptable in ~~the Board policy~~ Policy 4.0.4, "Financial Condition and Activities ~~(refer to Policy 3.4).~~"
- ~~3.3.2~~ 4.0.3.2 Include credible projection of revenues and expenses, separation of capital and operational items, cash flow, and disclosure of planning and budgeting assumptions.
- ~~3.3.3~~ 4.0.3.3 Identify the source for capital expenditures (e.g. internally generated cash, new debt, carry over funds from previous fiscal year).
- ~~3.3.4~~ 4.0.3.4 Adhere to approved tariff rates and fees.
- ~~3.3.5~~ 4.0.3.5 Set and follow an annual budgeting process that results in a final budget submittal to City Council by July 1 proceeding the budgeted fiscal year.
- ~~4.0.3.6~~ Not provide less for Board prerogatives during the year than is set forth in ~~the "Cost of Policy 2.1.10, "Improvement in Governance" policy (refer_~~
- ~~3.3.6~~ 4.0.3.7 ~~Provide to Policy 4.12); the Board a justification of any capital project likely to exceed \$50,000,000 in total cost or expense.~~

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POLICY ~~TYPE~~CATEGORY IV: EXECUTIVE MANDATES**POLICY 3.4.0.4****POLICY TITLE: *FINANCIAL CONDITION AND ACTIVITIES***

With respect to the actual, ongoing financial conditions and activities, the CEO shall oversee and ensure actual expenditures that will not result in financial jeopardy or materially deviate from Board priorities established in MOEs policies.

Accordingly, the CEO will:

3.4.1 **4.0.4.1** Operate within the budget established for the fiscal year.

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3.4.2 **4.0.4.2** Not make budget transfers in excess of \$5,000,000 without Board approval.

3.4.3 **4.0.4.3** Inform the Board in monitoring reports when reserves are required to meet current expenditures.

3.4.4 **4.0.4.4** Maintain financial and accounting separation between electric, water and wastewater, and District Energy funds as required by regulatory agencies and bond covenants.

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3.4.5 **4.0.4.5** Operate within established financial parameters and will engage the Board when established parameters are considered inadequate to affect a desired bond rating.

Current financial parameters:

- a. Debt Service Coverage
- b. Fixed Charge coverage
- c. Cash on Hand
- d. Working Capital
- e. Line of Credit
- f. Fuel Rate Reserve

3.4.6 **4.0.4.6** Not operate in violation of JEA's Debt Management Policies.

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3.4.7 **4.0.4.7** Settle payroll and debts in a timely manner.

3.4.8 **4.0.4.8** Ensure tax payments or other government-ordered payments or filings are not overdue or inaccurately filed.

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3.4.9 **4.0.4.9** Establish reasonable security measures to protect against loss of receivables.

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3.4.10 **4.0.4.10** Aggressively pursue receivables after a reasonable grace period.

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POLICY TYPECATEGORY IV: EXECUTIVE MANDATES**POLICY 34.0.5 POLICY TITLE: *WORKFORCE READINESS AND SUCCESSION PLANNING***

The CEO shall oversee and ensure a workforce that is prepared to meet current or future business demands.

Accordingly, the CEO will:

- 34.0.5.1 Ensure that no fewer than two other executives are sufficiently familiar with Board and CEO issues and processes, which will enable either to take over with reasonable proficiency as an interim successor to protect the Board ~~from~~in the event of sudden loss of CEO services.
- 34.0.5.2 Prepare for long-term CEO succession.
- 34.0.5.3 Prepare for Executive Team succession.
- 34.0.5.4 Operate with strategic and tactical plans to have and maintain the right people, in the right place, with the right talent, skills and knowledge.
- 34.0.5.5 Develop a workforce that recognizes the value of cultural diversity in internal operations and in serving customers.

POLICY ~~TYPE~~CATEGORY IV: EXECUTIVE MANDATES**POLICY ~~34.0.6~~****POLICY TITLE: ASSET PROTECTION**

The CEO shall oversee and ensure that corporate assets are protected, adequately maintained, and not unnecessarily risked.

Accordingly, the CEO will:

- ~~3-6-1~~ 4.0.6.1 Insure adequately against theft and casualty and against liability and losses to Board members, staff, and the organization itself.
- ~~3-6-2~~ 4.0.6.2 Not allow personnel who are not bonded to have access to material amounts of funds.
- ~~3-6-3~~ 4.0.6.3 Not subject facilities and equipment to improper wear and tear or insufficient maintenance.
- ~~3-6-4~~ 4.0.6.4 Not unnecessarily expose the organization, the Board, or its staff to claims of liability.
- ~~3-6-5~~ 4.0.6.5 Operate with written claims policies that address fair treatment of claimants, legal liability, ratepayer costs and sound business practices.
- ~~3-6-6~~ 4.0.6.6 Protect corporate assets including, but not limited to, property rights, corporate image, physical assets, intangible assets, intellectual property, information, and files from loss or significant damage.
- ~~3-6-7~~ 4.0.6.7 Receive, process, or disburse funds with sufficient controls.
- ~~3-6-8~~ 4.0.6.8 Invest funds that are not in violation of JEA's Investment Policies.
- ~~3-6-9~~ 4.0.6.9 Ensure that all employees and outsourced contract service providers understand their responsibility to comply with all applicable laws and regulations and JEA's Code of Ethics.

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POLICY TYPE CATEGORY IV: EXECUTIVE MANDATES**POLICY 34.0.7****POLICY TITLE: COMPENSATION AND BENEFITS**

With respect to employment, compensation, and benefits to employees, consultants, contract workers, and volunteers, the CEO shall oversee and ensure no impairments to financial integrity or to public image.

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Accordingly, the CEO will:

- ~~3.7.1~~ 4.0.7.1 Not change the CEO's own compensation and benefits, ~~except as these benefits are consistent or the compensation of the Senior Leadership without the approval of the Board, with a package for other appointed employees~~ the advice and recommendation of the Compensation Committee.
- ~~3.7.2~~ 4.0.7.2 Not promise or imply unconditional permanent or guaranteed employment. JEA may not have an employment contract with any employee, other than the CEO.
- ~~3.7.3~~ 4.0.7.3 Promote a compensation philosophy that is complementary to JEA's compensation philosophy of providing a total rewards package that encompasses salary/wages, retirement benefits, incentives, and health and welfare benefits. Salary/wages will meet the market (50th percentile), which is where the majority of companies in the geographic area reside. The 50th percentile pays competitively for behavior that meets expectations. Additional consideration will be given to behaviors that exceed expectations which are typically rewarded at the 75th percentile. Internal equity will be achieved by evaluating differences in skill, effort, responsibility, and working conditions among jobs.

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POLICY TYPE/CATEGORY IV: EXECUTIVE MANDATES**POLICY 34.0.8****POLICY TITLE: COMMUNICATION AND SUPPORT TO BOARD**

The CEO shall oversee and ensure that the Board is informed and supported in its work.

Accordingly, the CEO will ensure:

- ~~3.8.1~~ **4.0.8.1** Submission of monitoring data required by the Board in ~~Board-Management Delegation policy~~Policy 3.0.5, "Monitoring CEO Performance"; in a timely, accurate, and understandable fashion, directly addressing provisions of Board policies being monitored, and including CEO interpretations consistent with ~~Board-Management Delegation policy~~Policy 3.0.3, "Delegation to the CEO," as well as relevant data ~~(refer to Policy 2.4)~~.
- ~~3.8.2~~ **4.0.8.2** The Board is aware of any actual or anticipated noncompliance with any MOEs or Executive Mandates policy of the Board regardless of the Board's monitoring schedule.
- ~~3.8.3~~ **4.0.8.3** The Board receives decision information required periodically by the Board, and ~~keeps the Board is kept~~ aware of relevant trends, ~~including a report at each regular~~.
- ~~3.8.4~~ ~~The Board is meeting relating any major issues or major financial transactions or losses and is otherwise~~ aware of any significant incidental information it requires, including anticipated media coverage, threatened or pending lawsuits, and material internal and external changes.
- 4.0.8.4** ~~The Board members are timely advised of major actions, including but not limited to any appointment, separation, or other change to the Senior Leadership Team; any variance of ten percent (10%) or more in total budgeted expenses or employee headcount; loans; bonds; reorganizations; strikes; or outages.~~
- ~~3.8.5~~ **4.0.8.5** The Board is aware that, in the CEO's opinion, the Board is not in compliance with its own policies on Governance Process and Board-Management Delegation, particularly in the case of Board behavior that is detrimental to the work relationship between the Board and the CEO (refer to Policy ~~23.0~~).
- ~~3.8.6~~ **4.0.8.6** Information is not in an unnecessarily complex or lengthy form, or in a form that fails to differentiate among information of three types: monitoring, decision preparation, and other.
- ~~3.8.7~~ **4.0.8.7** The Board is provided a workable mechanism for official Board, officer, or committee communications.
- ~~3.8.8~~ **4.0.8.8** Dealings with the Board do not favor or privilege certain Board members over others, except when (a) fulfilling individual requests for information; or (b) responding to officers or committees duly charged by the Board.
- ~~3.8.9~~ **4.0.8.9** Submission to the Board of a consent agenda containing items delegated to the CEO yet required by law, regulation, or contract to be Board-approved, along with applicable monitoring information.
- ~~3.8.10~~ **4.0.8.10** Providing a process to retain relevant background information on previous Board policy decisions.

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POLICY ~~TYPE~~CATEGORY IV: EXECUTIVE MANDATES

POLICY 34.0.9

POLICY TITLE: *REGULATORY/LEGISLATIVE REQUIREMENTS*

The CEO shall oversee and ensure regulatory and legislative actions that are favorable to ~~the~~ organizationJEA.

POLICY ~~TYPE~~CATEGORY IV: EXECUTIVE MANDATES

POLICY 34.0.10

POLICY TITLE: ENTERPRISE RISK MANAGEMENT

The CEO shall oversee and ensure conditions, procedures and decisions that will identify, measure, monitor and manage within established risk tolerances, potential events that may affect achievement of the MOEs.

Accordingly, the CEO will:

34.0.10.1 — Establish and maintain a written Enterprise Risk Management (ERM) Plan and an ERM program that includes management-level policies, procedures and process controls to help ensure that the enterprise-wide business risk exposures are properly identified, managed and, when appropriate, reported to the Board.

POLICY TYPECATEGORY IV: EXECUTIVE MANDATES**POLICY 34.0.11****POLICY TITLE: PROCUREMENT ACTIVITIES**

The CEO shall oversee and ensure the development of procurement policies and procedures in accordance with applicable federal, state and local laws and ordinances, and that provide for increased public confidence in the procurement activities of JEA.

Accordingly, the CEO will:

- 34.0.11.1 — Develop and disseminate simple, clear and up-to-date rules for all procurement.
- 34.0.11.2 — Ensure the fair and equitable treatment of all persons who deal with the JEA procurement system.
- 34.0.11.3 — Provide increased economy in all procurement activities and to maximize to the fullest extent practicable the purchasing value of JEA funds.
- 34.0.11.4 — Foster effective, broad-based competition within the free enterprise system.
- 34.0.11.5 — Provide safeguards for the maintenance of the procurement system, quality and integrity.
- 34.0.11.6 — Provide a clear and timely administrative remedy process to all those aggrieved during any phase of the procurement process.
- 34.0.11.7 — Provide effective access for Small and Emerging Local Businesses.

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POLICY TYPE: EXECUTIVE MANDATES

POLICY 3.12 POLICY TITLE: ECONOMIC DEVELOPMENT

CATEGORY V
The CEO will develop and implement an Economic Development Policy intended to promote, encourage and facilitate the development of responsible and properly planned initiatives within our service area in order to help expand and strengthen the local economy.

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POLICY TYPE: MEASURES OF EFFECTIVENESS (MOEs)**POLICY 45.0****POLICY TITLE: MOEs**

JEA exists to provide clean, safe, reliable, and reasonably priced electric, water and sewer services to the citizens of Jacksonville and portions of surrounding counties while remaining environmentally sound and financially strong while providing revenue for the City of Jacksonville.

- 45.0.1 Quality of Electric Service:** Provide clean, safe and reliable electric service to all prescribed consumers.
- 45.0.2 Quality of Water Service:** Provide clean, safe and reliable water service to all prescribed consumers.
- 45.0.3 Quality of Sewer Services:** Provide clean, safe and reliable sewer services to all prescribed consumers.
- 45.0.4 Cost of Service:** Provide all utility services at a reasonable and accurate cost.
- 45.0.5 Environmentally Sound:** Provide all utility services in a manner that is environmentally sound and sustainable.
- 45.0.6 Informative Communication:** Effectively communicate with consumers and other stakeholders.
- 4.0.7 Safety Standards:** ~~Compliance is measured using OSHA's Recordable Incident Rate (RIR) calculation. JEA aspires to zero incidents, but also establishes an annual RIR target below average industry rates. Related preventive controls are validated by timely safety checks and closing of work orders.~~
- 4.0.8 Financial Integrity:** ~~Sections V and VI of the JEA Pricing Policy require ensuring the financial integrity of the Electric and Water/Sewer Systems respectively by establishing minimum annual total debt service coverage ratios and days of liquidity, maximum debt to asset ratios, and the maintenance of stabilization funds. Achieving these fiscal targets will help attain AA level credit ratings.~~
- 5.0.7 Safety Standards:** Provide a safe work environment for all JEA staff.
- 5.0.8 Financial Integrity:** Achieve fiscal targets to maintain and improve credit ratings.

POLICY TYPE: MEASURES OF EFFECTIVENESS (MOEs)**POLICY 45.0.1****POLICY TITLE: QUALITY OF ELECTRIC SERVICE**

Provide clean, safe and reliable electric service to all prescribed consumers.

Accordingly,

- 4.1.4 5.0.1.1 Annually update an Electric Integrated Resource Supply Plan (IRP) to ensure consumers' future electricity supply needs are met at the lowest evaluated total lifecycle cost while maintaining fuel diversity.
- 4.1.2 5.0.1.2 Minimize the frequency of electric distribution system outages and report status through the System Average Interruption Frequency Index (SAIFI).
- 4.1.3 5.0.1.3 Minimize the frequency of electric distribution system voltage sags and report status through the System Average Root Mean Square Frequency Index (SARFI-80).
- 4.1.4 5.0.1.4 Minimize the duration of electric distribution system outages and report status through the System Average Interruption Duration Index (SAIDI).
- 4.1.5 5.0.1.5 Focus on reducing individual customer outages and report status through the customers experiencing more than five interruptions (CEMI-5).

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POLICY TYPE: MEASURES OF EFFECTIVENESS (MOEs)

POLICY 45.0.2

POLICY TITLE: *QUALITY OF WATER SERVICE*

Provide clean, safe and reliable water service to all prescribed consumers.

Accordingly,

- 45.0.2.1 Annually update an Integrated Water Resource Plan (IWRP) to ensure consumers' future water supply needs are met at the lowest evaluated cost while also ensuring water resources are available for future generations. This includes a thorough evaluation of water supply alternatives.
- 45.0.2.2 Minimize the duration of water distribution system low pressure events and report status of the number of cumulative minutes water pressure drops below 30 pounds per square inch (psi) for all existing water distribution system pressure monitoring points.
- 45.0.2.3 Conduct water testing in accordance with the standards of the Florida Department of Environmental Protection (FDEP) and the Environmental Protection Agency (EPA) and report testing results to all water consumers and stakeholders.
- 45.0.2.4 Ensure compliance with JEA's Consumption Use Permit (CUP).

POLICY TYPE: MEASURES OF EFFECTIVENESS (MOEs)

POLICY 45.0.3

POLICY TITLE: QUALITY OF SEWER SERVICE

Provide clean, safe and reliable sewer service to all prescribed consumers.

Accordingly,

- 45.0.3.1 Minimize the frequency of sewer back-ups and overflows and report status by:
- a. the number of Sanitary Sewer Overflows (SSO's) per 100 miles of existing sewer pipe.
 - b. the total number of sewer system cave-ins.
- 45.0.3.2 Limit the total amount of nutrients discharged into the St. John's River from all wastewater treatment facilities.
- a. Reduce the total nutrient discharge into the St. John's River to meet JEA's Florida Department of Environmental Protection (FDEP) Total Maximum Daily Load (TMDL) allocation.
 - b. Increase the production and distribution of reclaimed water.

POLICY TYPE: MEASURES OF EFFECTIVENESS (MOEs)

POLICY 45.0.4

POLICY TITLE: COST OF SERVICE

Provide all utility services at a reasonable and accurate cost.

Accordingly,

- 45.0.4.1** All utility services are to be reasonably priced.
- a. Pricing for all utility services is to be frequently benchmarked against other state and regional utilities to demonstrate competitiveness.
 - b. Pricing for each utility service for all classes of consumers is to be based on the cost to serve each consumer class. Cost of service studies are to be conducted in no more than five year intervals.
- 45.0.4.2** Minimize the number of consumer bills that are inaccurate, are estimated due to the lack of a current meter reading, or are untimely. The expectation is 99.9% accurate and timely.

5.0.4.3 Achieve annual budgeted cost for electric service (per kwh), water service (per gallon) and sewer service (per gallon).

POLICY TYPE: MEASURES OF EFFECTIVENESS (MOEs)**POLICY 45.0.5****POLICY TITLE: ENVIRONMENTALLY SOUND**

Provide all utility services in a manner that is environmentally sound and sustainable.

Accordingly,

- 45.0.5.1 The CEO is expected to comply with all existing environmental regulations that apply.
- 4.5.2 Conservation: Pursue all options to communicate and incentivize customer conservation and efficiency while avoiding excessive customer cost.
 - a. Electric System: Maintain the electric conservation fund by collecting an additional one cent per kwh for every kwh over 2750 on monthly residential consumption and by allocating 50 cents per mwh of base rate revenues (a total of approximately 0.5% of electric gross revenues.) The funds are to be spent for customer conservation initiatives and incentives only.
- 45.0.5.3 Renewable Energy Supply: Explore all options for renewable electric energy supply while avoiding excessive customer cost since a state or federal Renewable Electricity Standard (RES) is yet to be established and the timing for setting a standard remains uncertain.
- 4.5.0.5.4 Incorporate in generation planning and other utility operations strategies and actions to reduce greenhouse gases.

POLICY TYPE: MEASURES OF EFFECTIVENESS (MOEs)

POLICY TYPE: MEASURES OF EFFECTIVENESS (MOEs)

POLICY 45.0.6

POLICY TITLE: INFORMATIVE COMMUNICATION

~~Effectively communicate with consumers and other stakeholders.~~

~~Accordingly,~~

~~Effectively communicate with consumers and other stakeholders.~~

~~Accordingly,~~

45.0.6.1 To enable and encourage public dialogue on electric, water, and sewer issues at the local, state and national levels.

45.0.6.2 To inform consumers of potential or pending charges being considered for utility services or charges.

45.0.6.3 To inform consumers of the potential financial and consumption impact of conservation incentives and other activities under consideration.

45.0.6.4 Maintain top quartile JD Power ratings for all customer and communication categories.

POLICY TYPE: MEASURES OF EFFECTIVENESS (MOEs)

POLICY 5.0.7

POLICY TITLE: SAFETY STANDARDS

Provide a safe work environment for all JEA staff.

Accordingly,

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5.0.7.1 Compliance is measured using OSHA's Recordable Incident Rate (RIR) calculation. JEA aspires to zero incidents, but also establishes an annual RIR target below average industry rates. Related preventive controls are validated by timely safety checks and closing of work order.

POLICY TYPE: MEASURES OF EFFECTIVENESS (MOEs)

POLICY 5.0.8

POLICY TITLE: FINANCIAL INTEGRITY

Achieve fiscal targets to maintain and improve credit ratings.

Accordingly,

5.0.8.1 Sections V and VI of the JEA Pricing Policy, as it may be amended, require ensuring the financial integrity of the Electric and Water/Sewer Systems respectively by establishing minimum annual total debt service coverage ratios and days of liquidity, maximum debt to asset ratios, and the maintenance of stabilization funds. Achieving these fiscal targets will help attain AA-level credit ratings.

APPENDIX

APPENDICES

A1 Executive Core Competencies

A2 JEA Board Evaluation Criteria

A3 JEA Charter (Article 21, City of Jacksonville Ordinance Code)

~~A3 JEA Board Evaluation Criteria~~

A1 - EXECUTIVE CORE COMPETENCIES

Models Integrity

- Demonstrates high ethical and moral standards and models important values for others to follow.
- Behaves and expresses oneself in an open and honest manner; is consistent in word and deed
- Represents information accurately and completely
- Assumes responsibility and accountability -for own behavior; admits to mistakes

Makes Quality Decisions

- Prioritizes decisions and initiatives in ways that ensures the highest value for the organization
- Makes high-quality strategic decisions for the organization even when the consequences may be controversial
- Seeks the input of others to ensure that decisions made will be best for the organization and will minimize conflict with other initiatives
- Takes appropriate risks that weighs the positive and negative impact of each decision on the organization

Takes Initiative

- Reacts quickly to address problems that threaten organizational objectives
- Seeks out opportunities to extend or expand upon the organization's position in the market place
- Is passionate, highly engaged and highly energetic
- Forward looking; anticipates potential issues and mitigation measures.

Communicates Effectively

- Listens actively to ensure understanding of each person's point of view
- Clearly articulates (through speech or in writing) own knowledge and ideas so they are easily understood and applied to others
- Addresses difficult problems and perceptions that, if left untreated, could undermine the success of the organization
- Ensures regular, consistent, and meaningful communication throughout the organization

Drives Results

- Seeks to achieve improved or even unprecedented results and demonstrates personal accountability for outcomes
- Creates a positive environment in which results flow from a desire to achieve
- Sets strategic goals and measurable performance expectations for defining success
- Demonstrates ownership for performance of entire organization, and holds self and organization accountable for decisions and results
- Takes appropriate action when a mistake is made (analyze what went wrong and preventative measures to preclude repeated the same mistake.

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A1- EXECUTIVE CORE COMPETENCIES

Focuses on the Customer

- Places high priority on identifying and meeting customer needs
- Ensures that customers understand and receive the fullest value possible from the products and services of the organization
- Utilizes follow-up procedures to ensure consistency and determine where improvements can be made to maintain high customer satisfaction

Fosters Teamwork

- Shares relevant expertise and knowledge to ensure team members have adequate information to make decisions and achieve objectives
- Contributes to inclusive culture by valuing others' viewpoints, encouraging others to share ideas, and treating others in an accepting, respectful manner
- Recognizes and capitalizes on the strengths of others to accomplish organizational objectives
- Directly confronts behaviors that undermine team effectiveness
- Exemplifies selfless service.
- Ensures the entire JEA team knows "why" JEA exists, and not just "what" JEA does and how it executes its mission.

Manages and Supports Change

- Effectively copes with changing environments, tasks and responsibilities
- Encourages others to embrace change and use it as an opportunity to be creative and improve performance
- Ensures that change initiatives are aligned with strategic initiatives, values, and mission of the organization
- Leverages resources to promote and sustain change efforts

Visionary Strategist

- Develops the strategies and actions needed to make JEA ~~the~~ best in class for public utilities in the U.S.
- Communicates the organization's vision in a way that is meaningful and actionable for employees
- Collaborates with Executive Team and Board of Directors to determine vision and strategy, and ensures support throughout the organization
- Reviews the planning, organization, and direction of -initiatives to ensure support of the mission statement and values
- Accurately anticipates the implications of events or decisions for various stakeholders in the organization and plans strategy accordingly

Manages Performance

- Motivates others to achieve results by getting buy in on JEA's mission and establishing an environment where everyone can make a positive impact.
- Provides the team with -constructive feedback, guidance, and coaching for improving performance

~~A1- EXECUTIVE CORE COMPETENCIES~~

- Sets clear performance expectations and standards, regularly monitors performance, and provides accurate and timely feedback

A1- EXECUTIVE CORE COMPETENCIES

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Delegates to Others

- Does not micromanage the staff; allows those with responsibilities to do their job. Provides others with the resources, authority, and support to successfully complete delegated tasks successfully.
- Develops employees for assuming additional responsibilities; anticipates talent gaps and accelerates development plans to fill gaps

Maintains Positive Public Relations

- Seeks and builds relationships with external constituencies (e.g., elected officials, government agencies, other utility leaders, trustees, investment bankers) to strengthen the organization's impact and reputation in the community
- Represents JEA with credibility and transparency to the media.
- Ensures all communications are honest and candid, and resolves discrepancies expeditiously.

Actively Supports the JEA Board of Directors

- Keeps the Board-of-Directors informed on progress towards implementing strategic initiatives and other important information
- Updates the Board on large-scale progress of the organization towards its objectives
- Shows an appreciation for the unique role of a Board member and treats all Board members equally.
- Educates the Board on the strategies and priorities that balance the needs of customers with operational needs
- Keeps Board members informed on important issues – "no surprises"
- Provide Board members preparatory agenda materials at least seven (7) days prior to meetings so members can properly review and digest.
- Keeps the Board informed of any changes to the Senior Leadership Team

Leads Others Effectively

- Is a servant-leader who puts the team's welfare above their own?
- Builds trusting, collaborative relationships across organizational boundaries to achieve goals
- Leads with integrity and values, and a focus at all times on the mission of the organization
- Challenges and motivates others in a way that is inclusive, tactful, empowering, and inspires superior -performance
- Assumes full ownership and accountability for own performance
- Not afraid to make the tough calls.

A1- EXECUTIVE CORE COMPETENCIES

Leverages Industry Acumen

- Monitors and analyzes financial data and key cost drivers) to evaluate options and make decisions
- Understands overall financial and operational performance of JEA in order to effectively position it in the marketplace

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A1- EXECUTIVE CORE COMPETENCIES

- Follows appropriate legal and fiduciary requirements when reconciling and reporting financial transactions
- Grows continuously in business knowledge and experience
- Identifies metrics and other documentation to help board members responsibly monitor JEAs performance.

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Plans for the Future

- Develops a proposed long term strategic plan based on the interests of all stakeholders and priorities of the board.
- Identifies and balances risks and benefits when developing plans
- Identifies need for and ensures contingency plans are developed
- Aligns and allocates resources and time according to strategic priorities and company interests
- Develops a CEO succession plan that results in qualified personnel to step up and successfully perform the duties of the CEO on short notice.

Embraces Diversity

- Promotes the active recruiting of diverse individuals
- Does not tolerate any form of discrimination (gender, ethnic, religious, sexual orientation, etc.). Demonstrates visible support for programs that remove barriers (e.g., stereotypes) between diverse individuals and affords all personnel consideration for upward mobility opportunities.
- Actively monitors organization to ensure equality and fairness for all members; objectively allocates compensation, rewards, and opportunities
- Promotes an inclusive culture where different viewpoints are valued and encouraged

Negotiates Collaboratively

- Strives to understand each party's position by asking in-depth questions and probing for specific needs and issues
- Discloses appropriate and important information to establish openness and trust
- Keeps arguments or disputes issue-oriented rather than personal
- Maintains flexibility in negotiating style, adapting style to the specific needs of a given situation

~~A1 – Executive Core Competencies~~

A1- EXECUTIVE CORE COMPETENCIES

CEO Evaluation Criteria

1. CEO maintains safety as a top priority and executes an effective risk mitigation plan.
2. KPAs and associated KPIs as per Policy Category IV MOEs.
3. CEO ensures read-aheadagenda materials are distributed to board members in a timely manner before all meetings to facilitate board meeting preparedness (7 days).
4. CEO complies with all applicable legal & fiduciary responsibilities.
5. CEO establishes a positive environment where diversity is embraced, and the workforce is proud to be a member of JEA, knows their mission, and trusts the CEO and his senior leadership team.
6. CEO maintains a candid dialogue with the board and is completely transparent on all issues associated with JEA.
7. CEO has a viable succession plan.
8. CEO keeps JEA on the right strategic path based on the most current strategic plan.
9. CEO maintains 100% compliance with respect to Article 21 applicable provisions.
10. Complies with executive core competencies (as per app-1Appendix A1).

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A3 – JEA Charter (Article 21)

ARTICLE 21- JEA

Section 21.01- JEA created and continued; audits.

- (a) ~~Creation.~~ There is hereby created and established a body politic and corporate to be known as JEA, which is authorized to own, manage and operate for the benefit of the City of Jacksonville the utilities systems within and without the City of Jacksonville. JEA is created for the express purpose of acquiring, constructing, operating, financing and otherwise having plenary authority with respect to electric, water, sewer, natural gas and such other utility system as may be under its control now or in the future. The utilities systems may be owned, operated or managed by JEA for the benefit of the City of Jacksonville separately or in such combined or consolidated manner as JEA may determine and JEA may use such name or names in the conduct of its business in connection therewith as it may determine. It is the specific purpose of this Article to repose in JEA all powers with respect to electric, water, sewer, natural gas and such other utility system which are now, in the future could be, or could have been but for this Article, exercised by the City of Jacksonville. JEA created and established by this Article is the same Jacksonville Electric Authority previously created and established by Chapter 67-1569, Laws of Florida, as amended, (including as added to Chapter 67-1320, Laws of Florida by Chapter 78-538, Laws of Florida and, as amended and readopted by Chapters 80-515, and 92-341, Laws of Florida) and, except as otherwise provided or authorized by this Article, JEA shall continue to function under this Article the same as it previously functioned under Chapter 67-1569, Laws of Florida, as amended (including as added to Chapter 67-1320, Laws of Florida by Chapter 78-538, Laws of Florida and, as amended and readopted by Chapters 80-515 and 92-341, Laws of Florida).
- (b) ~~Audits.~~ JEA shall be subject to the council auditor's authority set forth in Section 5.10 of the Charter. (Laws of Fla., Ch. 78-538, § 1; Laws of Fla., Ch. 80-515, § 1; Ord. 84-1307-754, § 25; Laws of Fla., Ch. 92-341, § 1; Ord. 93-82-1385, § 1; Ord. 97-12 E, § 2; Ord. 98-253 E, § 1; Ord. 2020-419 E., § 2)

Section 21.02- Definitions.

In the interpretation of this Article, unless the context otherwise requires:

- (a) ~~The term "utilities systems" means the electric utility system and the water and sewer utility system now operated by JEA which shall include, except where inconsistent with Chapter 80-513, Laws of Florida, as amended, or where the context otherwise requires, any "system" or "project" authorized pursuant to the provisions of Chapter 80-513, Laws of Florida, as amended and any natural gas utility system to be operated in the future by JEA together with any other additional utility system as may be hereafter designated as a part of the utilities systems operated by JEA as provided in Section 21.04(v) herein.~~
- (b) ~~The term "member" means an individual confirmed by the council to serve on the governing body of JEA pursuant to this Article.~~
- (c) ~~The term "managing director" means the chief executive officer of JEA.~~
- (d) ~~The term "utility system" shall mean any separate utility system operated by JEA such as its electric utility system, its water utility system, its wastewater utility system, its natural gas utility system or any other additional utility system as may be hereafter designated as a part of the utilities systems operated by JEA as provided in Section 21.04(v) herein.~~
- (e) ~~The terms "sewer utility system" and "wastewater utility system" shall each have the same meaning as the other and these terms shall be interpreted as meaning the same.~~

(f) ~~The term "district energy system" or "DES" shall mean a system of centrally located chillers designed to provide chilled or heated water via pipes for the purposes of providing heating and cooling within a designated area.~~

(g) ~~The term "governing body of JEA" means the governing body of JEA consisting of seven members.~~

~~(Laws of Fla., Ch. 78-538, § 1; Laws of Fla., Ch. 80-515, § 1; Ord. 84-1307-754, § 25; Laws of Fla., Ch. 92-341, § 1; Ord. 93-82-1385, § 1; Ord. 97-12 E, § 2; Ord. 98-253 E, § 1; Ord. 2015-764 E, § 2; Ord. 2020-419 E, § 2)~~

Section 21.03. Composition; compensation; officers; meetings.

(a) ~~*Composition; qualifications; removal.* The governing body of JEA shall consist of seven members, each of whom shall serve for a term of four years or until such member's successor has been appointed and has qualified. Four members shall be nominated by the council president and confirmed by the council, and three members shall be appointed by the mayor and shall be confirmed by the council. With regard to one member appointed by council through open application, the council president shall nominate an applicant who has one of the following qualifications: was a former JEA employee, or person recommended by an employee, union or group of current or former JEA employees. To the extent feasible and regarding member appointments generally, individuals who have demonstrated corporate, executive or administrative experience working in public or private organizations, including, but not limited to, non-profit and government organizations, are preferred, but not required, to serve on the governing body of JEA. Each member shall have been a resident and elector of the city for at least six consecutive months prior to such member's appointment. No member shall hold any other public office or position. If at any time during a member's tenure on the governing body of JEA, such member shall cease to possess the qualifications required for membership on the governing body of JEA, such member shall cease to be a member and a vacancy shall exist on JEA. Any vacancy on the governing body of JEA, however created, shall be filled for the unexpired term in the same manner as the position was originally filled, and the person filling the vacancy shall have and shall retain all the qualifications prescribed for membership on JEA. Any member appointed to the governing body of JEA for two consecutive full terms shall not be eligible for the succeeding term. The members appointed by the mayor may be removed by the mayor at any time with or without cause, but a removal must be approved by a two-thirds vote of the council. The members appointed by the council may be removed by the council at any time with or without cause, but a removal must be approved by a two-thirds vote of the council.~~

(b) ~~*Compensation; applicable laws.* Members shall not be entitled to pension or other retirement benefits on account of service on the governing body of JEA, but members shall be entitled to payment or reimbursement for reasonable expenses incurred (e.g., travel expenses) as prescribed by the council by ordinance. Members shall be subject to the provisions of F.S. § 286.012, as amended, relating to voting at meetings of JEA, and the provisions of F.S. §§ 112.311 through 112.3175, as amended, relating to financial disclosure and conflicts of interest. Additionally, Members shall be subject to all other relevant and applicable laws and ordinances, including but not limited to, F.S. Ch. 286 (Public Business: Miscellaneous Provisions), as amended; F.S. Ch. 112, Part III (Code of Ethics for Public Officers and Employees), as amended; and F.S. Ch. 119 (Public Records), as amended, and Chapter 602 (Jacksonville Code of Ethics), Ordinance Code of the City of Jacksonville, as amended.~~

(c) ~~*Officers; meetings; quorum; governing documents.* The governing body of JEA shall elect a chairperson, vice-chairperson and secretary of JEA and may elect one or more assistant secretaries of JEA, each of whom shall serve for one year or until such officer's successor is chosen. JEA may meet at such times and places designated by the governing body of JEA and shall hold regular meetings as necessary. Generally, JEA shall meet once a month, but in no event less than eight (8) times a year. Special meetings may be held upon the call of the chairperson or any three (3) members. JEA meetings shall be subject to F.S. § 286.011 (Florida Open Meetings Laws), as amended. A majority of the membership shall constitute a quorum for the purpose~~

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of meeting and transacting business. Each member shall have one vote. The governing body of JEA shall adopt governing documents, including, but not limited to, bylaws, a board policy manual, and such other rules and regulations not inconsistent with this Article, the charter or general law. Unless otherwise provided herein, the governing body of JEA shall annually review and update its governing documents. JEA's bylaws, board policy manual, and other governing documents, including any amendments thereto, shall be posted on JEA's website in a conspicuous manner for the public to view.

~~(d) Office holding; oath. JEA membership shall be considered an office and limited by the office holding provisions as provided for under the Florida Constitution. No member shall be eligible to serve as a member while holding another office or being an employee of JEA. Members shall be required to take an oath of office consistent with the oath of office taken by other public officials serving on city boards and commissions.~~

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~~(e) Transparency in meetings. JEA should hold its meetings in the most open and transparent manner practicable for the benefit of the public and citizens of the City of Jacksonville. JEA shall adopt procedural rules regarding the publication of meeting agendas, meeting materials, meeting minutes, and public participation during all meetings, including regular, special and committee meetings, where action by the governing body of JEA or committee is contemplated. To the greatest extent feasible, JEA is encouraged to adhere to best practices and recommendations regarding openness and transparency contained in the latest published edition of Florida's Government in the Sunshine Law Manual prepared by the Office of the Attorney General. At a minimum, such procedural rules should require JEA to (i) publish an agenda and any meeting materials for its regular, special and committee meetings in a conspicuous manner on JEA's official website; (ii) promptly post meeting minutes generally within 72 hours after each meeting; and (iii) provide the timeframe for when an agenda and any meeting materials must be made available to the public in advance of such meetings. Such procedural rules should also require JEA to deliver copies of its meeting agendas, including regular, special and committee meeting agendas, and any meeting materials related thereto, to the council auditor in substantially the same timeframe and content as provided to members. Nothing in this subsection shall prohibit JEA from amending previously published meeting agendas and meeting materials in accordance with its bylaws, board policy manual, or other applicable governing documents.~~

~~(Ord. No. 2020-100 E, § 2 (Referendum of November 3, 2020); Ord. 2020-419 E, §§ 1, 2)~~

~~Editor's note(s) — Ord. 2020-419 E Editor's note(s) —, §§ 1 and 2, amended the Charter by repealing former § 21.03 Editor's note(s) — in its entirety and adding a new § 21.03 Editor's note(s) —. Former § 21.03 Editor's note(s) — pertained to similar subject matter, and derived from Laws of Fla., Ch. 75-538, § 1; Laws of Fla., Ch. 80-515, § 1; Ord. 83-692-582, § 1; Ord. 84-1207-754, § 2 Editor's note(s) —; Laws of Fla., Ch. 92-341, § 1; Ord. 93-82-1385, § 1; Ord. 98-253 E, § 1; and Ord. 2016-764 E Editor's note(s) —, § 2. Amendments made by Ord. 2020-100 E Editor's note(s) —, § 2, were retained and incorporated into Ord. 2020-419 E Editor's note(s) —.~~

Section 21.04. Powers.

JEA shall have the following powers, in addition to powers otherwise conferred:

- ~~(a) To construct, own, acquire, establish, improve, extend, enlarge, reconstruct, reequip, maintain, repair, finance, manage, operate, and promote the utilities systems.~~
- ~~(b) To acquire for the use of the utilities systems by grant, purchase, gift, devise, condemnation by eminent domain proceedings, exchange, lease or in any other manner, all property, real or personal, or any estate or interest therein, including without limitation, property used:~~
 - ~~(1) In connection with the generation, transmission and distribution of electric power and energy;~~

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- ~~(2) In connection with the collection, storage, treatment, processing, disposal, transmission and distribution of water and wastewater including, but not limited to, raw water, potable water, non-potable water, chilled water and reused water; however, JEA shall have no power or authority for the function of stormwater runoff and drainage management;~~
- ~~(3) In connection with the production, procurement, extraction, manufacture, transmission, transportation, distribution, and storage of natural gas; and~~
- ~~(4) In connection with the production of steam, the mining, extraction, development, production, manufacture, procurement, transportation, handling, storage, processing or reprocessing of fuel of any kind, to likewise acquire any facility or rights with respect to the supply of water, any rights with respect to minerals, including but not limited to coal, petroleum coke, natural gas and oil and bio-mass facilities for the processing of by-products derived from the operation of the utilities systems, solid waste disposal and environmental protection facilities, communication and computer facilities, and any other property, equipment, facilities or property rights whatsoever determined by JEA to be necessary or convenient in connection with the operation, promotion, financing, construction, management, improvement, extension, enlargement, reconstruction, re-equipment, maintenance, repair, decommissioning or disposal of the utilities systems or any part thereof, and to sell, lease or otherwise transfer, with or without consideration, any such property when in JEA's discretion it is no longer needed or useful, or such sale, lease or transfer otherwise is in the best interest of JEA, all upon such terms and conditions as JEA shall by resolution fix and determine.~~

~~The right of eminent domain conferred herein shall be exercised by JEA in the manner provided by law. 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. 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 council.~~

~~Regarding any real property interests acquired or disposed of by JEA pursuant to this subsection, the governing body of JEA shall approve real estate rules and procedures and any amendments thereto governing the reporting, acquisition, sale, purchase, lease, license, transfer, and disposition of real property. Such real estate rules and procedures shall not be inconsistent with this Article, including, but not limited to, the express prohibitions set forth in Section 21.11 herein. The governing body of JEA shall review its real estate rules and procedures no less than biennially. The governing body of JEA shall not delegate its approval authority of such real estate rules and procedures, including any amendments thereto, to the managing director or any other officer, employee or agent of JEA. JEA shall post such real estate rules and procedures, including any amendments thereto, on JEA's website in a conspicuous manner for the public to view.~~

- ~~(c) To furnish electricity, water, sanitary sewer service, natural gas and other utility services as authorized herein to any person or entity, public or private, within or without the city and for said purposes shall have the right to construct and maintain electric lines, pipelines, water and sewer mains, natural gas lines and related facilities in and along all public highways and streets within or without the city.~~
- ~~(d) To sell power and energy, water, sanitary sewer service, natural gas and other utility services as authorized herein at wholesale and retail and/or to provide transmission or other services of any kind to any person or entity, public or private, within or without the State of Florida, directly by JEA, indirectly through other entities and jointly through associations with other utilities or entities engaged in these activities.~~

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- ~~(e) To enter into contracts with any person or entity, public or private, deemed necessary or desirable by JEA in connection with carrying out its powers and duties, except as otherwise prohibited in this Article or the charter.~~
- ~~(f) To fix, pledge to establish or establish, levy, regulate, impose and collect rates, assessments, fees and charges for the use or benefit of the utilities system and to alter and amend same from time to time, which rates, assessments, fees and charges shall result in JEA receiving or possessing an amount which, together with accumulated balances from prior years available therefore is not less than is required to operate and maintain a self-liquidating or self-sustaining utilities system. When establishing or altering rates, assessments, fees or charges for retail service, JEA shall first give notice of and hold a public hearing in the City of Jacksonville. The notice shall be published not less than one (1) week in advance in at least one (1) newspaper of general circulation in the city. Said notice shall be at least one-fourth page in size, inviting the public to be present and heard. JEA shall have the power to impose sanctions to enforce compliance with any rule or regulation which JEA may adopt in the management and operation of, or the sale or use of any utility service provided by JEA from the utilities system including, without limitation, electricity, water, sewer and natural gas services. The city and other public bodies shall be required to pay for any utility services provided by JEA upon the same basis as other users.~~
- ~~(g) To sue and be sued, implead and be impleaded, complain and defend in all courts, to adopt and use a corporate seal, to apply for, hold and own patents and copyrights, to sell or license patents, copyrights, patented or copyrighted materials to other public or private entities. Prices or fees for such sales or licensing may be based upon market considerations. JEA may designate how proceeds from such sales or licensing shall be used. Prices or fees for the sale of copyrighted data processing software, as defined in F.S. § 119.011, shall be established pursuant to § 119.084, as amended.~~
- ~~(h) To make or cause to be made such surveys, investigations, studies, borings, maps, drawings and estimates of cost and revenues as it may deem necessary, and to prepare and adopt a comprehensive plan or plans for the location, relocation, construction, improvement, revision and development of the utilities system.~~
- ~~(i) (1) To issue revenue bonds or revenue certificates of JEA for the purpose of financing or refinancing the utilities system, including without limitation the financing of any one or more enlargements, expansions, developments, replacements, acquisitions or modernization of the utilities system, any expenses of the utilities system, any reserves deemed necessary or desirable by JEA and any other purpose not otherwise prohibited by law, and retiring any bond, note or revenue certificate issued under this Article, or any bond, note or revenue certificate issued by or on behalf of the city to finance the water and sewer utilities previously owned or operated by the city, and for any combination of one or more such purposes in any single issue of revenue bonds or revenue certificates. At the discretion of JEA, such bonds or revenue certificates may be issued for any one or more of the several utility systems of JEA (or any combination thereof).~~
- ~~(2) The bonds or revenue certificates of each issue shall be authorized by resolution of JEA, which resolution shall contain such provisions relating to the protection and security of the holders of the bonds or revenue certificates, including their rights and remedies, and the rights, powers, privileges, duties and obligations of JEA with respect to the same. Such resolution may also contain provisions providing for the pledge of all or any part of the revenues of the utilities system, to which may, at JEA's discretion, be limited to the revenues of one or more of the several utility systems, to secure the payment of the bonds or revenue certificates of any issue and may provide for the pledge of other funds and accounts of JEA. Such resolution also shall determine the timing and manner of sale, which may be public or private; maturities; rate or rates of interest, which may be fixed or may vary at such time or times as provided or in accordance with a specified formula or method of determination (subject to any legal limitations on interest, as established by F.S. § 215.84, or according to said Section as it may from time to~~

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time be amended); and other terms and conditions of the bonds or revenue certificates, provided that JEA may delegate to the chairperson, managing director or other officer or employee of JEA designated by JEA the power to determine any such terms or conditions. However, the amounts and maturities of such bonds or revenue certificates and the interest rate or rates of such bonds or revenue certificates shall be within the limits prescribed by JEA and its resolution delegating to the chairperson, managing director or such other officer or employee of JEA the power to authorize the issuance and sale of such bonds or revenue certificates, and, in the case of the total aggregate amount of bonds or revenue certificates issued by JEA, within the limits prescribed by ordinance of the council. In case any officer whose signature or facsimile of whose signature shall appear on any bonds or revenue certificates shall cease to be such officer before the delivery of such bonds or revenue certificates, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery. All bonds and revenue certificates issued under the provisions of this Article shall have and are hereby declared to have all the qualities and incidents of negotiable instruments under the negotiable instruments law of the state. The issuance of such bonds and revenue certificates shall not be subject to any limitations or conditions contained in any other law.

- (3) ~~Bonds or revenue certificates and refunding bonds or refunding revenue certificates issued pursuant to this Article if sold by bid shall be sold to the bidder whose bid produces the lowest true interest cost to JEA. JEA may restrict the bidders in any sale by pre-qualification or otherwise and may reserve the right to reject any or all bids. Prior to any sale by bid of bonds or revenue certificates JEA shall cause notice to be given in such manner and at such time as JEA shall determine. Said notice shall specify such matters relating to the bonds or revenue certificates offered for sale as JEA shall determine and shall state the manner in which bids shall be given. JEA may reserve the right to waive any informalities or irregularities if JEA determines that such actions are in its best interest. In no event shall said bonds or revenue certificates be sold at a net interest cost to JEA in excess of the legal limit, as established by F.S. § 215.84, or according to said Section as it may from time to time be amended.~~
- (4) ~~In no event shall general obligation bonds be issued hereunder.~~
- (5) ~~Bonds or revenue certificates may be issued by resolution of JEA, subject only to the approval by ordinance of the council of the aggregate principal amount of such bonds or revenue certificates.~~
- (j) ~~To borrow money and to issue notes for any purpose or purposes for which bonds or revenue certificates may be issued under the provisions of this Article, in accordance with the provisions of this Article relating to the issuance of bonds or revenue certificates, and to refund the same and to issue notes in anticipation of the receipt of the proceeds of the sale of any such bonds or revenue certificates.~~
- (k) ~~To borrow money from the city, for any period not to exceed one year, to provide JEA with working capital to meet routine or emergency cash requirements and to maintain adequate inventories, at such interest rates and upon such conditions concerning the method of borrowing, the time and manner of payment and the maximum amount that may be on loan at any time, as are determined by ordinance of the council; to lend money from one of its utilities operations to another of its utilities operations for such period, at such interest rates and upon such other conditions concerning the method of borrowing, the time and manner of payment and the maximum amount that may be on loan at any time, all as determined by JEA; and to borrow money from lending institutions, including, without limitation, borrowing as part of a commercial paper or other short term note financing program which may include provision for payment upon demand by the purchaser or purchasers, as authorized by resolution of JEA. When authorized by resolution of JEA, such notes, including renewals thereof, may be sold or placed by officers of JEA at public or private sale and delivered by such officers to the purchaser or purchasers thereof within the limitations and restrictions contained in such resolution.~~

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~~Such loans between utility systems and such borrowings from lending institutions, or between one or more of the utility systems, including borrowing as part of a commercial paper or other short term note financing program, will not require the approval of the council.~~

- ~~(l) To enter into contracts determined by JEA to be necessary or desirable for the prudent management of JEA's funds, debt or fuels, and any and all other commodities used for the several utility systems including, without limitation, interest rate swaps, option contracts, futures contracts, contracts for the future delivery or price management of power, energy, natural gas or other related commodities, hedging contracts, other risk management techniques, securities lending agreements and forward purchase contracts.~~
- ~~(m) To invest money of JEA not required for immediate use, including proceeds from the sale of any bonds, revenue certificates or notes, in such obligations, securities, and other investments as JEA shall deem prudent, subject to any agreement with bondholders, revenue certificate holders or note holders.~~
- ~~(n) To enter into joint project agreements as provided by Part II of F.S. Ch. 361, as amended, for the purpose of implementing a project, as such term is defined in Part II of F.S. Ch. 361. A copy of all such joint project agreements shall be filed with the council, the council auditor, and the mayor at least thirty days prior to the effective date of the agreement. Anything in this provision to the contrary notwithstanding, (i) any joint project agreement that involves a transfer of the electric system, function or operation that is subject to the requirements and limitations of Section 21.11 herein or (ii) any joint project agreement that involves the issuance of debt not previously authorized by Section 21.04(i)(2) herein, shall require prior approval of the council.~~
- ~~(o) To enter into agreements with one or more other electric utilities, public or private, and related contracts with respect to joint electric power projects as provided in Section 2 of Chapter 80-513, Laws of Florida, as amended. The provisions of said Chapter 80-513 shall govern and control JEA in all respects in the carrying out of a joint electric power project authorized thereunder notwithstanding any provision of the charter or of the Ordinance Code of the City of Jacksonville which may be in conflict therewith.~~
- ~~(p) To provide, supply, transfer, sell, finance, or lease services, products, by products, and activities developed or used by JEA incident to the exercise of the powers conferred by this Article in the delivery of the utilities systems in the following manner:~~
 - ~~(1) *JEA governing body approval.* The governing body of JEA shall approve in advance all services, products, by products or activities developed or used by JEA in accordance with this subsection (p) at a duly noticed meeting. The governing body of JEA shall not delegate its approval authority under this subsection to the managing director or any other officer, employee or agent of JEA.~~
 - ~~(2) *Permitted services, products, by products and activities.* The services, products, by products and activities expressly permitted to be developed or used by JEA pursuant to this subsection (p) shall include providing, supplying, transferring, selling, financing or leasing the following: (i) energy performance contracting; (ii) water, sewer and natural gas (and any other utility service hereafter provided by JEA) contracting; (iii) power marketing services; (iv) testing and maintenance of customer-owned facilities such as transformers, capacitors, lighting, HVAC systems, water cooling and heating systems, energy management systems, etc.; (v) temporary leasing of JEA facilities such as oil storage tanks; (vi) steam or other thermal energy services and contracting; (vii) services regarding specially conditioned power on the premises of customers; (viii) services or products to build, transfer, lease, finance, operate or sell cogeneration facilities, small power production facilities, specially conditioned power, energy conservation, energy efficiency and dispersed generation to other electric utilities both within and without the state or to any wholesale or retail customers of JEA, upon such terms and conditions as JEA shall by resolution~~

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fix and determine; and (ix) financing, testing, maintenance and operation of customer owned facilities used in water, wastewater and natural gas functions.

- ~~(2) Required notice of additional services or products not expressly listed in subsection (p)(2) above. JEA may provide "additional services or products" not listed in subsection (p)(2) above. However, JEA shall not provide, supply, transfer, sell, finance or lease any additional service, product, by-product or activity not expressly listed in subsection (p)(2)(i)-(ix) above ("additional service or product") to any person or entity under this subsection without first providing written notice as provided herein of such additional service or product to the council auditor no less than 60 days prior to such date that the governing body of JEA is scheduled to approve such additional service or product in accordance with subsection (p)(1). JEA's required written notice to the council auditor shall include the following information regarding such additional service or product: (i) an express reference in the notice that the notice is being provided pursuant to this subsection; (ii) a detailed description of the additional service or product; (iii) a copy of any applicable business plans; (iv) a copy of any proposed contracts or contract forms; (v) a financial analysis, including projected revenues and expenses; and (vi) any other information developed by JEA or third parties regarding the additional service or product. Any action by JEA to provide, supply, transfer, sell, finance or lease an additional service or product pursuant to this subsection shall be void without the required prior approval of the governing body of JEA and prior notice to the council auditor as provided herein. JEA shall provide the mayor and council with a notice containing the information in items (i) and (ii) above regarding such additional service or product concurrent with the required council auditor notice provided herein.~~
- ~~(4) Annual report. JEA shall provide a comprehensive annual written report to the mayor, council, and council auditor regarding all services, products, or by-products developed or used by JEA pursuant to this subsection (p). JEA shall post such written report on JEA's website in a conspicuous manner for the public to view.~~
- ~~(5) Prohibition. JEA shall not exercise any powers pursuant to this subsection (p) that are expressly prohibited in the charter or this Article, including, but not limited to, the express prohibitions set forth in Section 21.11 herein.~~
- ~~(q) To implement giving programs in the following manner:~~
- ~~(1) Upon approval of the governing body of JEA, to collect from customers and ratepayers monthly or one-time voluntary contributions to be deposited into an elderly and/or handicapped or low-income customer emergency trust fund administered by JEA. The proceeds of such trust fund may be expended periodically by JEA for the purpose of providing financial assistance to elderly and/or handicapped or otherwise needy low-income residents living within the service area of JEA for the payment of their utilities needs. The method of administration of such trust fund, including the collection and distribution thereof, shall be as provided by ordinance of the council. The results of such giving program shall be reported annually each July 1st to the council.~~
- ~~(2) Upon approval of the governing body of JEA, to collect monthly or one-time voluntary contributions from customers and ratepayers, for a charitable, scholastic, or public service community giving program. Contributions from any such program shall be passed through to an appropriate non-profit entity for administration and distribution and shall not be administered by JEA. The results of such giving program shall be reported annually each July 1st to the council.~~
- ~~(3) Upon approval of the governing body of JEA, to collect monthly or one-time voluntary contributions from customers, ratepayers or other contributors for other customer assistance programs directly related to services or utilities provided by JEA. Contributions from any such program shall be passed through to an appropriate non-profit entity for administration and~~

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distribution and shall not be administered by JEA. The results of any such giving program shall be reported annually each July 1st to the council.

- ~~(r) To jointly or separately plan, finance, operate, use, share costs of, sponsor, publicize or otherwise participate in projects, systems, programs or measures to promote or implement electric and natural gas energy, electrotechnologies, water, wastewater and natural gas conservation and efficiency, power conditioning and load management, including, but not limited to, energy, water and wastewater conservation, energy efficiency and conditioning or load reducing or load shaping modifications to the maintenance and operating procedures and facilities of a building or facility or in the installation therein; energy, water and wastewater conserving and energy efficiency modifications to windows and doors, pipes, pumps and motors; caulking and weatherstripping; insulation; automatic energy control systems; load management systems; hot water systems; replacements or modifications of lighting fixtures; and energy recovery and recycling systems; and research and development relating thereto within or without the state.~~
- ~~(s) Except as otherwise prohibited herein, to delegate any act authorized pursuant to this Article to any officer, employee or agent of JEA as it may deem necessary or desirable for the prudent management of JEA.~~
- ~~(t) To do all acts and deeds necessary, convenient or desirable, incidental to the exercise and performance of the powers and duties granted to JEA in this Article.~~
- ~~(u) Express authority is given JEA to enter into any contracts, leases or other agreements with other governmental bodies (either local, state or federal) for the purpose of carrying out any of the provisions, powers or purposes of this Article. JEA is expressly prohibited from appropriating or expending any of its funds for payments, contributions or transfer to any non-profit organization or any other group, association or entity other than those whose primary purpose directly involves the electric, water, wastewater and natural gas utility, (or any other utility which may, in the future, be operated by JEA) industries, or electric energy, water, wastewater and natural gas (or any other utility which may, in the future, be operated by JEA) related matters.~~
- ~~(v) If JEA determines that it is necessary or appropriate for it to provide, operate or maintain any other utility system or function other than electric, water wastewater and natural gas, JEA shall by resolution identify such additional utility system or systems or function or functions and indicate its desire to provide such utility service or services or function or functions to the council. Sixty days prior to JEA filing the JEA resolution via legislation with the council, JEA shall provide written notice to the council auditor regarding the additional utility system, function, or utility service that JEA desires to provide, operate and maintain. Such notice to the council auditor shall include the following information regarding such additional utility system, function, or utility service: (i) an express reference in the notice that the notice is being provided pursuant to this subsection; (ii) a detailed description of the additional utility system, function or utility service; (iii) a copy of any applicable business plans; (iv) a copy of any proposed contracts or contract forms; (v) a financial analysis, including projected revenues and expenses; and (vi) any other information developed by JEA or third parties regarding the additional utility system, function, or utility service. The JEA resolution to be provided to council via legislation for adoption and approval by the council shall address relative real property tax treatment of JEA providing, operating or maintaining the additional utility system and shall include the information listed in (i) - (vi) above. Upon the adoption and approval of this resolution by JEA and the council, voting as separate entities, JEA, with respect to the specified system or systems, shall be vested with all powers set forth herein or in general law that would, but for the provisions of this Article, apply to such specified utility system or systems.~~
- ~~(w) To exercise all powers granted to the city with regard to sewage collection and disposal and to water supply pursuant to F.S. Chs. 170 and 180, including the issuance of bonds or notes in anticipation thereof payable from special assessments under said F.S. Ch. 170.~~

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~~(x) To coordinate carefully with the Department of Public Works of the City of Jacksonville, the Jacksonville Transportation Authority, and other independent agencies, the planning and execution of engineering and construction projects involving underground work and streets and highways to seek to minimize the total cost of such projects and to reduce disruption to the citizens of the city to the maximum extent possible.~~

~~(y) To expend JEA funds up to one (1%) percent of the prior year's gross revenues to 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 this Article and to promote the objectives of JEA all in the manner set forth by resolution of JEA.~~

A2 Accordingly, JEA may expend its funds to make known to the users, potential users and public in general the advantages, facilities, resources, products, attractions and attributes of the services provided by JEA and to further create a favorable climate of opinion concerning the activities and projects authorized and indicated by this Article. JEA may also, to the extent permitted by the laws of the State of Florida, expend funds in cooperative efforts to and with other agencies, both public and private, in accomplishing the purposes enumerated and indicated by this Article; and in furtherance thereof. JEA may also authorize reasonable expenditures for any and all of the purposes herein enumerated, including but not limited to, reasonable food and beverage expenditures in the interest of promoting and engendering good will toward the activities and projects herein authorized. Whenever an expenditure of funds for any of the foregoing purposes is made by a member or employee of JEA, JEA may reimburse such member or employee therefor, but only after such expenditures have been duly authorized by JEA or its managing director if so delegated to do so. JEA will provide a list of proposed promotional expenditures for the current fiscal year to the council auditors on or before December 31st of each fiscal year. The spending limitation on promotional expenditures set forth in this subsection shall not apply to a newly approved utility system, function or utility service under subsection (v) herein and newly approved additional services or products under subsection (p) herein. For purposes of this subsection "newly approved" shall mean within seven years of the approval date by council for matters subject to the provisions of subsection (v) or by the governing body of JEA for matters subject to the provisions of subsection (p), as applicable. All funds expended by JEA as reimbursement for travel expenses shall be subject to Chapter 106, Part 7, of the Ordinance Code of the City of Jacksonville, as amended. JEA shall not exercise any powers pursuant to this subsection to promote the privatization, sale, transfer or reorganization of JEA as expressly prohibited in Section 21.11 herein or otherwise in this Article or the charter.

~~(z) To allocate costs between the electric, water, sewer, natural gas and any other utility system operated now or in the future by JEA on a cost accounted basis.~~

~~(aa) To assist the City of Jacksonville and any of its departments and independent agencies in the development of joint financing programs for the purpose of financing capital improvement programs for the City of Jacksonville and any of its departments and independent agencies.~~

~~(bb) To enter into such interlocal agreements authorized by, and to become a member of such separate legal entity or entities created pursuant to F.S. Ch. 163, as JEA shall determine by resolution are necessary or desirable to accomplish the purposes enumerated and indicated by this Article; and, to the extent permitted by the laws of the State of Florida, to enter into such joint ventures, partnerships, joint ownership arrangements, or other similar arrangements with other persons or entities, public or private, as JEA shall determine by resolution are necessary or desirable to accomplish the purposes enumerated and indicated by this Article.~~

~~(cc) To allocate and allot the sums appropriated by the council in JEA's annual budget for more specific purposes and to transfer from time to time during the fiscal year, without further council approval, appropriated funds including capital outlay funds from one of the purposes for which funds are~~

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~~appropriated to another of such purposes, if, in the discretion of JEA, such transfer is necessary to carry out all of the purposes for which funds were appropriated, subject to applicable law; provided however, nothing in this Section shall authorize JEA to transfer appropriated funds from its operating budget to its capital outlay budget or vice versa, without prior approval of the council. This includes the financing of power conditioning and energy conservation equipment for both residential and nonresidential customers providing that the receivables at any point in time will not exceed ten (10) percent of the prior year's utilities system's revenues. A written summary of all budget transfers shall be provided to the council auditor at the end of each quarter.~~

~~(dd) To the extent permitted by the laws of the State of Florida, to have ownership and membership in separate organization entities, including but not limited to corporations, to conduct utility related activities and functions. A copy of all such ownership agreements, and any amendments thereto, shall be filed with the council and the mayor at least thirty (30) days prior to the effective date of the agreement.~~

~~(ee) (1) To shut off and discontinue the supplying of services of one utility system, to any and all users of the utilities system, for the nonpayment, when due, of the rates, assessments, fees or charges, for facilities or services of that particular utility system, or for facilities or services of any other utility system.~~

~~(2) To deny any application for services of one utility system, to any and all users or potential users of the utilities system for the nonpayment, when due, of rates, assessments, fees or charges for facilities or services of that particular utility system, or for facilities or services of any other utility system.~~

~~(ff) Subject to the prior approval of the governing body of JEA, to:~~

~~(1) Transfer to an entity by sale, lease, assignment or other disposition of up to, but not more than, the net capital assets calculation (as defined in Section 21.11) of an included system, or the management, function, or operation of any portion of an included system which comprises more than the net capital assets calculation of such included system;~~

~~(2) Explore, investigate or consummate a reorganization of JEA, or JEA's governance structure in a manner that would affect JEA's ownership or management control of up to, but not more than, the net capital assets calculation (as defined in Section 21.11) of an included system;~~

~~(3) Sell, lease, assign or otherwise transfer less than .01 or one percent (1%) of the service territory (as calculated in Section 21.11(d)) of a JEA included system to any entity; and~~

~~(4) Sell, lease, assign or otherwise transfer less than .01 or one percent (1%) of JEA's electric, water, or wastewater, customer accounts (as calculated in Section 21.11(d)) based on the latest available JEA monthly financial statements.~~

~~For purposes of this subsection and as applicable, terms and phrases used in this subsection shall have the meaning ascribed to them in Section 21.11 herein. This subsection (ff) is subject to the limitations and prohibitions on privatization, sale, reorganization, and service territory transfers set forth in Section 21.11~~

~~(Laws of Fla., Ch. 78-538, § 1; Laws of Fla., Ch. 80-515, § 1; Laws of Fla., Ch. 82-312, § 15; Ord. 84-1307-754, § 25; Ord. 86-164-454, § 1; Ord. 86-1458-879, § 1; Laws of Fla., Ch. 92-341, § 1; Ord. 93-82-1385, § 1; Ord. 94-1268-757, § 1; Ord. 97-12-E, § 2; Ord. 98-253-E, § 1; Ord. 2005-1022, § 1; Ord. 2015-764-E, § 2; Ord. 2018-142-E, § 1; Ord. 2020-419-E, § 2)~~

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Section 21.05- Construction.

In addition to the express powers granted in this Article, JEA shall have all implied powers necessary or incidental to carrying out the expressed powers and the expressed purposes for which JEA is created. The express powers granted to JEA in this Article shall be strictly construed, and the implied powers granted to JEA in this Section shall be strictly construed in relation to the relevant and applicable express power granted to JEA in this Article. The fact that this Article specifically states that JEA possesses a certain power does not mean that JEA must exercise such power unless this Article specifically so requires. JEA's power to levy special assessments shall not be deemed to be the power to levy taxes.

(Ord. 93-82-1385, § 1; Ord. 97-12-E, § 2; Ord. 98-253-E, § 1; Ord. 2020-419-E, § 2)

Section 21.06- Bonds and revenue certificates eligible for legal investments.

Notwithstanding any provisions of any other law or laws to the contrary, all revenue bonds and revenue certificates including refunding bonds and refunding revenue certificates, issued pursuant to this Article shall constitute legal investments for savings banks, trust companies, executors, administrators, trustees, guardians, and other fiduciaries, and for any board, body, agency or instrumentality of the State of Florida, or of any county, municipality, or other political subdivision of the State of Florida; and shall be eligible as security for deposits of state, county, municipal and other public funds.

(Laws of Fla., Ch. 78-538, § 1; Laws of Fla., Ch. 80-515, § 1; Ord. 84-1307-754, § 25; Ord. 93-82-1385, § 1)

Editor's note(s) — Former § 21.06 Editor's note(s) —, relative to transfer of property by the city, was deleted by § 1 of Ord. 93-82-1385, and former § 21.05 Editor's note(s) — was subsequently renumbered as s. 21.06 Editor's note(s) —. The provisions of former § 21.06 Editor's note(s) — derived from Laws of Fla., Ch. 78-538, § 1; Laws of Fla., Ch. 80-515, § 1; Ord. 84-1307-754, § 25 Editor's note(s) — and Laws of Fla., Ch. 92-341, § 1.

Section 21.07- Fiscal and budgetary functions.

JEA shall have fiscal and budgetary functions, subject to the limitations herein expressed:

- (a) — The fiscal year of JEA shall commence on October 1 of each year and end on the following September 30.
- (b) — JEA shall prepare and submit its budget for the ensuing year to the city on or before July 1 of each year, setting forth its estimated gross revenues and other available funds, and estimated requirements for operations and maintenance expenses, capital outlay, debt service, and depreciation and reserve account. The council and the mayor shall approve or disapprove such budget in the manner provided in Article 14 for budgets of independent agencies.
- (c) — As consideration for the unique relationship between the City of Jacksonville and JEA, as a tax exempt entity within the consolidated government, and in recognition of the shared attributes with the consolidated City of Jacksonville in connection with its electric, water, and sewer distribution systems, there shall be assessed upon JEA in each fiscal year, for the uses and purposes of the city, from the revenues of the electric system and the water and sewer system operated by JEA available after the payment of all costs and expenses incurred by JEA in connection with the operation of such electric system and water and sewer system (including, without limitation, all costs of operation and maintenance, debt service on all obligations issued by JEA in connection with such electric system and water and sewer system and required reserves therefore and the annual deposit to the depreciation and reserve account required pursuant to Section 21.07(g)), an amount as provided herein. Effective October 1, 2016, consistent with the provisions of this Section 21.07(c), JEA shall pay the city combined

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assessment for the electric system and the water and sewer system. The combined assessment for the electric system and the water and sewer system shall equal, but not exceed the greater of (A) the sum of (i) the amount calculated by multiplying 7.468 mills by the gross kilowatt-hours delivered by JEA to retail users of electricity in JEA's service area and to wholesale customers under firm contracts having an original term of more than one year (other than sales of energy to Florida Power and Light Company from JEA's St. Johns River Power Park System, exception ending December 31, 2017) during the twelve-month period ending on April 30 of the fiscal year immediately preceding the fiscal year for which such assessment is applicable plus (ii) the amount calculated by multiplying 389.20 mills by the number of K-Gals (1=1000 gallons) potable water and sewer service, excluding reclaimed water service, provided to consumers during the twelve-month period ending on April 30 of the fiscal year immediately preceding the fiscal year for which such assessment is applicable, or (B) a minimum calculated amount which increases by 1% per year from fiscal year 2016-2017 through fiscal year 2022-2023 using the fiscal year 2015-16 combined assessment of \$114,187,538 as the base year. The amounts applicable to clause (B) above are: for fiscal year 2016-2017 — \$115,329,413; for fiscal year 2017-2018 — \$116,482,708; for fiscal year 2018-2019 — \$117,647,535; for fiscal year 2019-2020 — \$118,824,010; for fiscal year 2020-2021 — \$120,012,250; for fiscal year 2021-2022 — \$121,212,373; and for fiscal year 2022-2023 — \$122,424,496.

- (d) ~~The assessment calculations for the electric system and the water and sewer system shall be in effect until September 30, 2023. The council may reconsider the assessment calculations after October 1, 2022 and changes, if any, shall become effective October 1, 2023. The council may change the assessment calculations by ordinance within the provisions of this Section 21.07. Should the council not reconsider the assessment calculations, the assessments shall be calculated using the existing formulas specified in Section 21.07(c), including a minimum calculated amount in clause (B) therein, which increases by one percent per year for each fiscal year computed as provided in Section 21.07(c). In addition to the annual assessment as calculated in Section 21.07(c), JEA pursuant to the terms of an Interagency Agreement (as amended) with the City, agreed to provide total nitrogen water quality credit to the City to assist the City in meeting its Basin Management Action Plan load reduction goal (BMAP Credit). If JEA cannot provide the BMAP Credit pursuant to the terms of the Interagency Agreement dated March 22, 2016 (as amended), council and JEA shall work cooperatively to address the BMAP Credit shortfall or council may reconsider the assessment calculations.~~
- (e) ~~The council shall have the power to appropriate annually a portion of the available revenues of each utility system (other than the electric, water and sewer systems) operated by JEA for the uses and purposes of the city. This appropriation shall be based on a formula to be agreed upon by JEA and the council. Any covenants or pledges to lenders associated with such proposed additional utility system which impair council's ability to appropriate revenues from that additional utility system, other than a pledge of gross revenues to bondholders, shall be included in the JEA resolution required in s. 21.04(v) or any future resolution allowing for financing of activities associated with that additional utility system.~~
- (f) ~~JEA shall pay over to the city (i) the amounts assessed upon JEA pursuant to Section 21.07(c) and (ii) such portions of the funds actually appropriated by the council pursuant to Section 21.07(e) at such time as the council may request, but not in advance of collection. Although the calculation for (i) the amounts assessed upon JEA pursuant to Section 21.07(c) and (ii) the annual transfer of available revenue from JEA to the city pursuant to Section 21.07(e) is based upon formulas that are applied specifically to the respective utility systems operated by JEA, JEA, in its sole discretion, may utilize any of its revenues regardless of source to satisfy its total annual obligation to the city mandated by said Sections 21.07(c) and (e).~~
- (g) ~~JEA shall be required to set aside each year in a depreciation and reserve account established for each utility system it operates, an amount equal to not less than 10 percent of its annual net revenues for the previous year attributable to each such system. For such purpose, "annual net revenue" shall mean annual gross revenues derived by JEA from the operation of such system reduced by expenses for~~

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operation and maintenance allocable to such system and debt service allocable to such system. Funds set aside in each such depreciation and reserve account shall be used exclusively for enlargements, extensions, improvements and replacements of capital assets of the utility system for which such account was established or to pay or provide for the payment of JEA's bonds, notes or revenue certificates relating specifically to such system; provided, however, that if JEA by resolution determines that it is in the best interests of JEA to use all or any portion of the funds set aside in the depreciation and reserve account established with respect to a particular utility system for the purposes of another utility system, then such funds may be so applied.

- (h) ~~JEA shall not be required to utilize the personnel, motor pool, purchasing, communication or information systems services of the city. By mutual agreement of JEA and the city such services may be provided from one party to the other but only on a cost accounted basis. JEA shall be required to use the legal services of the city on a cost accounted basis except in those cases when the chief legal officer of the city determines that the city legal staff cannot or should not provide legal services in the required legal area. JEA shall appropriate the funds necessary to meet the obligations for outside legal services as determined by the general counsel of the city. The general counsel shall consult with JEA before he or she selects outside counsel.~~
- (i) ~~Unless otherwise determined by JEA, all revenues and service charges receivable by JEA as payment for the sale of utilities services shall be collected and received by the tax collector. The tax collector shall deposit to the account of or otherwise turn over to JEA such funds at such times and in such manner as JEA may from time to time designate by resolution. JEA may provide for the collection of such revenues and service charges directly by JEA, provided that the council auditor shall be notified in writing of any proposed change from the current collection process utilizing the Tax Collector and that such change shall not take place until the next fiscal year after such notice is given.~~
- (j) ~~Reserved.~~
- (k) ~~JEA is authorized to pay over to other local governmental units outside the city annually a portion of available revenues derived from operations in such local governmental units' territories, for the uses and purposes of such local governmental units, an amount not to exceed that which would be calculated using the procedures in Sections 21.07(c) and (e), but only to the extent that JEA is able to, and does, include in the rates imposed only upon the customers in such local governmental units' territories the total amounts in respect of such payments.~~
- (l) ~~In addition to all other sums paid by JEA to the City of Jacksonville, JEA shall pay to the City of Jacksonville a franchise fee in an amount equal to three percent (3%) of the revenues of the electric system and the water and sewer system as set forth in Section 21.07(c) herein. The franchise fee will commence for revenues derived effective April 1, 2008 and shall be paid monthly with the first payment payable on June 1, 2008. The franchise fee shall be limited to (1) revenues derived within Duval County not including Urban Service Districts 2-5, and (2) per customer, total water and sewer rate revenues, and (3) up to a per customer maximum of \$2,400,000 per fiscal year of electric rate revenues. The franchise fee shall be calculated each month by multiplying three percent (3%) by the sum of JEA's base rate electric revenues, fuel rate revenues, water rate revenues and sewer rate revenues for that month excluding unbilled revenues and uncollectible accounts. The franchise fee shall be calculated on revenues derived from the sale of gross kilowatt hours and number of cubic feet of potable water and cubic feet of sewer service as set forth in Section 21.07(c). Notwithstanding the foregoing, no franchise fee shall be paid on franchise fees, state utility taxes, fuel related interchange sales, sales for resale, City of Jacksonville accounts, JEA accounts, investment income and other revenues. JEA shall be authorized to pass through the amount of the franchise fees set forth herein and associated charges resulting from the stated three percent (3%) franchise fee calculation on rate revenues notwithstanding the \$2,400,000 limit set forth herein to the customers of JEA, in accordance with the customers' proportionate share of rate revenues as calculated above. This franchise fee is in~~

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consideration of the administrative costs incurred by the City to coordinate functions and services with JEA, for the exclusive right to serve electric, water and sewer customers, for use by JEA of the public rights-of-way used by it in connection with its electric distribution system and its water and sewer distribution and collection system, and in further consideration of the unique relationship of JEA and the City, in which JEA is a wholly owned public utility, and such other good and valuable consideration that has been agreed to between JEA and the City of Jacksonville. The gross franchise fee and the amount of the pass-through set forth herein may be increased by ordinance, initiated by the Mayor and approved by two-thirds supermajority of the City Council, but the franchise fee shall not exceed six percent (6%) of the gross utility revenues as calculated above. The JEA and the City shall enter into a Franchise Fee Agreement for the administration of the Franchise Fee.

- (m) When JEA is in receipt of a request for information from the council auditor pursuant to the authority of the council auditor under Section 5.10 of the charter, it shall, within two business days of receipt of the request, 1) acknowledge receipt of the request by electronic mail to the council auditor, and 2) submit to the council auditor an estimated timeframe for which the information requested will be available to the council auditor for review. If the information requested by the council auditor is not within the purview of JEA or JEA is unsure of the request or unfamiliar with the information that is requested, it should provide such explanation in its response to the council auditor.

(Laws of Fla., Ch. 78-538, § 1; Laws of Fla., Ch. 80-515, § 1; Ord. 81-921-490, § 1; Ord. 84-1307-754, § 25; Ord. 89-1001-632, § 1; Laws of Fla., Ch. 92-341, § 1; Ord. 93-82-1385, § 1; Ord. 97-12-E, § 2; Ord. 98-253-E, § 1; Ord. 2003-1320-E, § 1; Ord. 2007-838-E, § 1; Ord. 2007-1132-E, § 1; Ord. 2015-764-E, § 2; Ord. 2018-747-E, § 2; Ord. No. 2020-40-E, § 1; Ord. 2020-419-E, § 2)

~~Sec. 21.08. Employees generally; managing director; employment contract restrictions.~~

- (a) ~~Generally.~~ All employees of the utilities systems shall be employees of JEA and shall be subject to Articles 16 and 17 of the charter unless otherwise provided by the council, which shall be and continue to be the legislative body as provided in F.S. § 447.203(10), as amended. JEA shall be fully responsible for the administration and operation of all utility services as set out in this Article and in order to meet its administrative and operational responsibilities, JEA shall have full and independent authority to hire, transfer, promote, discipline, terminate and evaluate employees engaged to provide any and all of the utilities services for which it is responsible and accordingly, consistent with the provisions of Article 17 of the charter, JEA may establish employment policies relating to hiring, promotion, discipline and termination, and other terms and conditions of employment, and enter into negotiations with employee organizations with respect to wages, hours and terms and conditions of employment and take such other employment-related action as needed to assure effective and efficient administration and operation of the utilities systems. In order to effectively implement the foregoing, JEA shall perform all functions with regard to its own employees that are performed by the City department or division which oversees city employees in regard to personnel matters. JEA, at its expense, shall provide accidental death benefits for all employees engaged in hazardous duty as determined by JEA, in the amount of \$50,000 payable to the beneficiary named by the employee, or as otherwise provided, in the event said employee dies as a result of an accident occurring to any employee in the course of his/her employment. Nothing contained in this Section shall be construed to supersede or repeal any provision of Section 12 of Chapter 80-513, Laws of Florida, as amended.
- (b) ~~Managing Director.~~ The governing body of JEA shall employ and fix the compensation of the managing director, who shall serve at the pleasure of the governing body of JEA. The managing director shall manage the affairs of the utilities systems under the supervision of the governing body of JEA. The entire working time of such managing director shall be devoted to the performance of the duties of such office and the managing director shall have no outside employment. Subject to the approval of the governing body of JEA, the managing director may engage in or have unrelated business interests so long as such business interests

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do not interfere with the managing director's duties as provided herein. The managing director shall be a graduate of an accredited college or university, and have at least five years executive experience within the utilities industry. The managing director shall have a fiduciary duty of loyalty, fidelity, and allegiance to act at all times in the best interests of JEA and will act in a manner consistent with the responsibilities of this Article and other policies, rules and regulations governing the conduct of JEA employees. The managing director's employment agreement, if any, shall be subject to the provisions of subsection (d) below.

- (c) ~~Other Employees.~~ The governing body of JEA may appoint and fix the compensation of staff assistants to the managing director, to serve at the pleasure of the governing body of JEA. JEA shall employ and fix the compensation of the department heads, deputy directors of departments, division chiefs and assistant division chiefs of the utilities systems. JEA may adopt position titles different from those recited herein, consistent with utility industry practice. The managing director, department heads, deputy directors of departments, staff assistants, division chiefs and assistant division chiefs shall not be included within the civil service system of the city. The managing director may employ such certified public accountants, consultants and other employees for special purposes, not within the civil service system, as it may require, and fix and pay their compensation. Whenever used in this Section 21.08, "compensation" shall mean both salary and benefits, exclusive of any city retirement benefits pursuant to Article 16 of the charter.
- (d) ~~Employment contract restrictions.~~ JEA may have an employment contract with the managing director only. The managing director's employment contract shall be approved by the governing body of JEA. Nothing in this subsection, or in any employment agreement entered into pursuant to this subsection, may be construed as a guarantee of employment for the managing director at any time, or for any length of time. At a minimum, the managing director's employment contract shall satisfy the following requirements:
- (1) ~~The contract term, including any renewal term, shall not exceed five (5) years;~~
 - (2) ~~The amount of severance pay, if any, shall not exceed the amounts allowed under Florida law and shall not be permitted if the managing director is terminated for cause or terminated for misconduct, as defined in F.S. § 443.036(29), as amended;~~
 - (3) ~~The contract shall not contain a mandatory consulting, separation and transition, or similar agreement that is operative due to the managing director's termination without cause under the contract;~~
 - (4) ~~JEA shall not be required to release, indemnify or hold harmless the managing director against any claims except as otherwise permitted by law;~~
 - (5) ~~JEA shall not be required to pay for or provide legal counsel to the managing director beyond the legal counsel required of the Office of General Counsel pursuant to the charter or general law;~~
 - (6) ~~The contract shall contain a provision that the managing director serves at the pleasure of the governing body of JEA and may be terminated without cause at any time, and such provision may provide for not more than 30 days advance notice to the managing director of such termination without cause;~~
 - (7) ~~The contract may contain a provision for termination of the managing director for cause, provided that "cause" shall be defined consistent with the definition of cause as contained in Rule 9.05(a) of the Civil Service and Personnel Rules and Regulations of the City of Jacksonville;~~
 - (8) ~~All compensation terms shall be reasonable and customary and similar to other public utilities comparable to JEA when taking into account the size of JEA's territory area, employee workforce, and utility systems; and~~
 - (9) ~~Any such other terms as may be in the best interest of JEA and not inconsistent with this section.~~

Any managing director employment contract entered into by JEA that does not satisfy the minimum requirements above shall be null and void.

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~~(e) — Pension Plan; Defined Contribution Plan; Deferred Compensation Plan. All personnel appointed by JEA pursuant to this Section shall participate in one of the city's retirement plans, as governed by the rules and requirements of such retirement plans and in the same manner as other JEA employees who participate in such plan. JEA is authorized to maintain a separate single tax qualified defined contribution program pursuant to Section 401(a) of the Internal Revenue Code of 1986, as amended, for its employees that is supplemental to any city defined contribution program. Additionally, JEA is authorized to maintain a separate single eligible deferred compensation program pursuant to Section 457(b) of the Internal Revenue Code of 1986, as amended, for its employees that is supplemental to any city deferred compensation program. Such programs shall be approved by the governing body of JEA and shall be subject to and comply with all federal and state laws applicable to deferred compensation and defined contribution programs for public or government employees, including, but not limited to, the Internal Revenue Code of 1986, as amended, F.S. § 112.215, as amended, and Part VII of F.S. Ch. 112. JEA shall periodically provide the council auditor with a written report regarding such deferred compensation and defined contribution programs. JEA shall post such written report on JEA's website in a conspicuous manner for the public to view.~~

~~(f) — Employee Bonus Program. JEA may implement or adopt an employee bonus plan or program ("bonus program") for JEA employees pursuant to F.S. § 215.425(3), as amended, subject to the prior approval of the governing body of JEA. The governing body of JEA shall approve such bonus program annually for each fiscal year, and if a bonus program is implemented in any fiscal year without first obtaining the approval of the governing body of JEA, such program shall be void. The governing body of JEA shall not delegate its approval authority regarding a bonus program under this subsection to the managing director or any other officer, employee or agent of JEA. Such bonus program must comply with F.S. § 215.425(3), as amended, the charter, and other applicable laws. The governing body of the JEA shall establish rules, procedures, and standards regarding such bonus program. Additionally, JEA shall include a budget line item and specific detailed plan regarding such bonus program as an exhibit to its annual budget submission to council. JEA shall also provide the council auditor with an annual end of fiscal year written report on or before December 31st of each fiscal year regarding the disbursements related to the bonus program. JEA shall post such written report on JEA's website in a conspicuous manner for the public to view.~~

~~(Ord. 2020-419 E, §§ 1, 2)~~

~~Editor's note(s) — Ord. 2020-419 E Editor's note(s) —, §§ 1 and 2, amended the Charter by repealing former § 21.08 Editor's note(s) — and adding a new § 21.08 Editor's note(s) —. Former § 21.08 Editor's note(s) — pertained to employees, and derived from Laws of Fla., Ch. 78-538, § 1; Laws of Fla., Ch. 80-515, § 1; Ord. 84-1307-754, § 25 Editor's note(s) —; Ord. 87-203-345, § 1; Laws of Fla., Ch. 92-341, § 1; Ord. 97-12 E, § 2; Ord. 98-253 E, § 1; Ord. 2011-732 E; and Ord. 2015-764 E Editor's note(s) —, § 3. Additionally, Ordinance 2007-839 E, § 18, authorized updated department/division names pursuant to reorganization.~~

~~Sec. 21.09. Procurement generally; contracts generally.~~

~~(a) — Applicability. Unless otherwise provided herein, this Section shall apply to contracts entered into by JEA pursuant to this Article.~~

~~(b) — Procurement generally.~~

~~(1) — Open and Fair Competition. To the greatest extent reasonably practicable, JEA shall use open, fair, competitive, and generally accepted government procurement methods that seek to encourage the most competition and best price for the purchase of supplies, construction, professional and other contractual services. JEA should adhere to all applicable state procurement laws, including, but not limited to, laws governing the purchase of construction services and professional design services.~~

~~(2) — Procedures; governing body approval. JEA shall not be required to follow the City's procurement procedures. JEA may establish its own procurement procedures regarding the purchase of goods,~~

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supplies, equipment, and services, subject to applicable state law. JEA's procurement procedures, including any amendments thereto, shall be reviewed and approved by the governing body of JEA. The governing body of JEA may not delegate its approval of the procurement procedures, including any amendments thereto, to the managing director or any other officer, employee or agent of JEA. In the absence of JEA established procurement procedures, JEA shall follow the city's procurement procedures. JEA shall adhere to its procurement procedures in entering into procurement contracts, including but not limited to, contracts relating to the construction, reconstruction, repair, operation or maintenance of the utilities systems or the purchase of supplies, equipment, machinery and materials for the utilities systems or the contracting or otherwise purchasing for any advisory, professional or other services necessary or incidental to the operation of the utilities systems.

- (3) ~~Jacksonville Small Emerging Business (JSEB) Program; Minority Business Enterprises.~~ JEA shall adhere to the city's Jacksonville Small Emerging Business (JSEB) Program, or successor city program, in its procurement procedures. Subject to applicable federal, state and local laws, JEA is authorized to implement and to take all actions necessary to administer a race-conscious purchasing and procurement program to remedy the present effects of past discrimination by JEA, if any, in the awarding of contracts. Any such race-conscious program implemented by JEA to remedy the present effects of past discrimination by JEA, if any, in the awarding of contracts must be supported by evidence and based on the required criteria and standards as set forth in applicable federal and state laws.
- (4) ~~Certain solicitation specifications and standards prohibited; rejection of bids, proposals, and replies.~~ JEA should not develop solicitation specifications that are so narrowly tailored to an entity or entities that other qualified entities (i.e., bidders, respondents and vendors) are precluded from participating in such solicitation. Additionally, JEA should not develop standards that limit open competition and preclude qualified entities (i.e., bidders, respondents and vendors) from participating in solicitations. JEA shall have the right to reject any and all bids, proposals, or replies, in whole or in part, in the best interests of JEA.
- (5) ~~Annual survey.~~ JEA shall annually conduct a survey of actual, interested and prospective bidders, respondents, and vendors to obtain feedback on JEA's procurement process. Such survey shall be on a form approved by JEA and participation in the survey shall be open to actual, interested and prospective bidders, respondents, and vendors. Survey topics may include, without limitation, various aspects of JEA's procurement process such as information transparency and accessibility, pre-conferences, bid submittal packages, evaluations, and awards. JEA shall consider such survey results during JEA's biennial review of its procurement code.
- (6) ~~Transparency in procurement governing documents.~~ The procurement code and any procurement policies, operating procedures, rules, directives, standards, and other procurement governing documents, including any amendments thereto, shall be posted on JEA's website in a conspicuous manner for the public to view.
- (7) ~~Biennial review; annual report.~~ JEA shall biennially review its procurement procedures. JEA shall also prepare and deliver a written report to the council and mayor on or before December 31st of each fiscal year summarizing the procurement contract awards for the immediately prior fiscal year. Such written report shall contain at a minimum the following information:
 - (i) ~~The number of contract awards for the reporting fiscal year;~~
 - (ii) ~~A detailed listing of all contract awards categorized by service type (e.g., construction, professional, supplies, professional design services), award type (e.g., single source, emergency, request for proposal, invitation to negotiate, piggyback, etc.) and a brief description of each contract award containing the contractor name, contract amount and procurement method used;~~

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~~(iii) The number of JSEB contract awards categorized by service type (e.g., construction, engineering, supplies, professional), award type (e.g., single source, emergency, request for proposal, invitation to negotiate, piggyback, etc.), and a brief description of each contract award containing the JSEB contractor name, contract amount and procurement method used;~~

~~(iv) The number of bid protests for the reporting fiscal year and the outcome of each protest (i.e., whether JEA prevailed); and~~

~~(v) The annual survey results pursuant to the survey requirement in subsection (b) above.~~

JEA shall post such written report on JEA's website in a conspicuous manner for the public to view.

~~(8) Prohibition. JEA shall not exercise any powers pursuant to this Section to explore, investigate or consummate a privatization, sale, transfer or reorganization of JEA as expressly prohibited in Section 21.11 herein or this Article.~~

~~(c) Contracts Generally.~~

~~(1) Maximum indebtedness. Unless otherwise provided herein or by law, all contracts of any kind entered into by JEA pursuant to this Article, including, but not limited to, procurement contracts, joint project contracts, and interlocal agreements shall contain a provision clearly specifying a fixed, maximum monetary indebtedness of JEA thereunder. Such contracts may, however, provide for a lesser variable indebtedness of JEA upon a reasonable basis, subject to such fixed, maximum monetary indebtedness.~~

~~(2) Public records; ethics training. All contracts and related documents entered into by JEA shall contain a provision clearly stating that such vendor or contractor shall comply with the provisions of F.S. Ch. 119 (Public Records Law), as amended. All senior level employees, including the managing director and senior level officers, directors and managers of JEA, shall be trained by the Office of General Counsel, in consultation with the Ethics Office, at least annually on Florida's open meetings laws, public records and ethics laws in accordance with policies and procedures established by JEA.~~

~~(3) Audit. JEA shall require a person or entity providing contractual services (e.g., construction services, professional design services, or other contractual services) purchased by JEA to agree and be deemed to have agreed by virtue of doing business under contract with JEA to be subject to audit by the council auditor's office pursuant to Article 5 of the charter, as applicable. Additionally, JEA shall include a provision in any contract entered into pursuant to this Article that such vendor or contractor shall comply with all applicable federal, state and local laws, rules and regulations as the same exist or as may be amended from time to time.~~

~~(4) Confidentiality agreements. The use of confidentiality, nondisclosure or similar agreements by government agencies are contrary to open and transparent government. Except regarding information or records deemed by JEA to be confidential or exempt information or records by law, JEA should not enter into confidentiality or nondisclosure agreements with third parties and should use confidentiality, nondisclosure or similar agreements sparingly in the conduct and operation of the utilities systems. Additionally, JEA should not require a member, officer or employee of JEA to execute any type of confidentiality or nondisclosure agreement that would require such member, officer or employee to maintain the confidentiality of information or records that is not confidential or exempt by law.~~

~~(5) No financial interest. Except for an employment contract or agreement executed pursuant to Section 21.08, no member, officer or employee of JEA shall either directly or indirectly be a party to, or be in any manner interested in, any contract or agreement with JEA for any matter, cause or thing whatsoever in which such member shall have a financial interest or by reason whereof any liability or indebtedness shall in any way be created against JEA. If any contract or agreement shall be made in violation of the provisions of this Section the same shall be null and void and no action shall be maintained thereon against JEA.~~

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~~(d) — No limitation. Unless otherwise provided herein, nothing in this Section shall be construed to limit the power of JEA to construct, repair, or improve the utilities systems or any part thereof, or any addition, betterment or extension thereto.~~

~~(Ord. 2020-419 E, §§ 1, 2)~~

~~Editor's note(s) — Ord. 2020-419 E Editor's note(s) —, §§ 1 and 2, amended the Charter by repealing former § 21.09 Editor's note(s) — and adding a new § 21.09 Editor's note(s) —. Former § 21.09 Editor's note(s) — pertained to awards of contracts, and derived from Laws of Fla., Ch. 78-538, § 1; Laws of Fla., Ch. 80-515, § 1; Ord. 80-113-169, § 1; Ord. 81-921-490, § 2; Ord. 84-1307-754, § 25 Editor's note(s) —; Ord. 84-229-307, § 1; Ord. 86-1475-875, § 1; Ord. 88-989-705, § 1; Ord. 91-678-447, § 1; Laws of Fla., Ch. 92-341, § 1; Ord. 93-82-1385, § 1; Ord. 97-12 E, § 2; and Ord. 98-253 E, § 1.~~

~~Section 21.10. Execution of instruments; examination of claims; funding through revenue bonds or revenue certificates.~~

~~All instruments in writing necessary to be signed by JEA shall be executed by the chairperson and secretary or assistant secretary, or by such officer, agent or employee of JEA as it may by resolution designate. JEA shall provide for the examination of all payrolls, bills, and other claims and demands against JEA to determine before the same are paid that they are duly authorized, in proper form, correctly computed, legally due and payable, and that JEA has funds on hand to make payment. Funds on hand to make payment shall be deemed to have been provided when revenue bonds or revenue certificates of JEA (or notes issued in anticipation thereof) to finance the acquisition and construction of plants and facilities for the production and/or transmission of electricity, the production and transmission of water, the transmission and treatment of wastewater and the transmission of natural gas, costing in excess of \$10,000,000.00 have been duly authorized as provided in this Article whereupon JEA may enter into instruments in writing for the acquisition and construction of such plants and facilities and may sell such revenue bonds or revenue certificates (or notes issued in anticipation thereof) in the manner provided in this Article in installments to provide funds as obligations of JEA under such instruments in writing become due.~~

~~(Laws of Fla., Ch. 78-538, § 1; Laws of Fla., Ch. 80-515, § 1; Ord. 84-1307-754, § 25; Laws of Fla., Ch. 92-341, § 1; Ord. 93-82-1385, § 1; Ord. 97-12 E, § 2; Ord. 98-253 E, § 1)~~

~~Sec. 21.11. Privatization, sale, reorganization, service territory transfers prohibited.~~

~~(a) — Definitions. For purposes of this section, the following definitions shall apply:~~

~~"entity" shall mean any person or entity, public or private.~~

~~"net capital assets" shall mean the net capital assets based on the Combining Statement of Net Position in latest available JEA annual financial statements for the appropriate Enterprise Fund for each included system.~~

~~"net capital assets calculation" shall mean the net capital assets for each included system multiplied by 10 or 10%. For purposes of this section, the initial net capital asset calculation for each included system shall be established based on the September 30, 2020, audited financial statements. The net capital assets calculation shall reset every five years thereafter.~~

~~"calculation period" shall mean the five year period after the net capital assets calculation is established during which the cumulative impact on the net capital assets of the sale, lease, assignment, other disposition, or the assignment of the management function or operation of such portion of an included system, shall be recorded.~~

~~"service territory" shall mean the geographically defined areas in which JEA is the utility provider.~~

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"included system" shall mean the electric system and bulk power supply system, and the water and sewer utility system reported on the financial statements as the water and sewer Enterprise Fund, owned, operated and managed by JEA.

"excluded system" shall mean JEA's district energy system, and the St. Johns River Power Park system.

- (b) ~~Prohibition on privatization, sale, reorganization and transfer of management.~~ JEA shall not directly, or indirectly through a consultant or advisor, explore, investigate or consummate a privatization or transfer to an entity by sale, lease, assignment or other disposition of the net capital assets of an included system, or the management, function, or operation of any portion of an included system which cumulatively comprises more than the net capital assets calculation during the calculation period, without obtaining approval of the council in advance by amending this Section to permit such action by JEA; provided, however, that no final approval of such disposition by the council shall become effective without subsequent referendum approval of the terms and conditions of the disposition, lease, or other assignment of the management, function or operation of such portion of a included system. Additionally, JEA shall not directly or indirectly through a consultant or advisor, explore, investigate or consummate a reorganization of JEA, or JEA's governance structure in a manner that would affect JEA's ownership or management control of the net capital assets of an included system which cumulatively comprises more than the net capital assets calculation during the calculation period, without obtaining approval of the council in advance by amending this Section to permit such action by JEA. Upon approval by the council for JEA to explore or investigate a privatization, transfer, or reorganization of JEA, council may in its discretion prescribe by ordinance budget restrictions related to professional consultants, legal engagements, promotional expenses, and other expenses anticipated by JEA during such exploration or investigation. The terms "explore" and "investigate" as used in this subsection shall include, but not be limited to, exploring or investigating in connection with any strategic planning process undertaken by JEA or any of its consultants or advisors.
- (c) ~~Reports.~~ JEA shall report to the council auditor within 30 days of the issuance of the annual audited financial statements the change in net capital assets for each included system for the period covered by the financial statements. JEA shall also report the cumulative impact of the change in net capital assets for each included system during the calculation period. Both reports will include supporting documentation as requested by the council auditor.
- (d) ~~Prohibited service territory transfers.~~ Any sale, lease, assignment or other transfer of the service territory of a JEA included system to any entity that will result in a total net loss of .01 or 1% or more of the service territory or any sale, lease, assignment, or transfer to any entity that will result in a total net loss of .01 or 1% or more of JEA's electric, water, or wastewater, customer accounts based on the latest available JEA monthly financial statements shall require council approval in advance. JEA shall not enter into any agreement, contract, memorandum of understanding, letter of intent or other arrangement that would exceed the .01 or 1% or more threshold without obtaining council approval in advance.
- (e) ~~Interlocal Agreements with St. Johns and Nassau Counties.~~ Nothing in this Section shall prevent JEA from complying with the terms and conditions of the interlocal agreements with St. Johns County and Nassau County executed by the parties prior to January 1, 2020, which include, but are not limited to, an option to purchase the assets and service territory of JEA within the respective counties without council or referendum approval.

(Ord. 2020-419 E, § 2)

Editor's note(s) — Ord. 2020-419 E Editor's note(s) —, § 2, amended the Charter by renumbering former §§ 21.11 Editor's note(s) — and 21.12 Editor's note(s) — as new 21.13 Editor's note(s) — and 21.14 Editor's note(s) —, and adding a new §§ 21.11 Editor's note(s) — and 21.12 Editor's note(s) —.

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(Supp. No. 54, Update 2)

~~Sec. 21.12. Public engagement.~~

~~JEA should seek to fully engage and inform its ratepayers, the public, interested stakeholders, and other interested parties in any future planning discussions, including, but not limited to short term and long term plans, objectives and goals, regarding the future of JEA to enable its ratepayers, the public, interested stakeholders and other interested parties to fully participate in such planning discussions to the greatest extent reasonably practicable. Examples of ways for JEA to fully engage and inform its ratepayers, the public, interested stakeholders, and other interested parties pursuant to this Section may include, but not be limited to, hosting town hall meetings and JEA workshops and proactively making information regarding such discussions available to its ratepayers, the public, and other interested parties.~~

~~(Ord. 2020-419 E, § 2)~~

~~Note(s) — See editor's note, § 21.11 Note(s) —~~

~~Section 21.13. Legislative authority of council.~~

~~Notwithstanding any provision of this charter to the contrary, the council may repeal or amend any portion of this Article, by two-thirds vote of the membership of the council. A public hearing on the adoption of the ordinance shall be advertised in substantially the same manner as the council is required to advertise its intention pursuant to F.S. § 200.065, and held not earlier than 30 days after the introduction of the ordinance into the council. The council shall take final action on the ordinance only after the expiration of 60 days after the advertised public hearing, and no ordinance shall be enacted except by a two-thirds vote of the entire council. If the mayor disapproves the ordinance, the council may enact it notwithstanding such disapproval only by a four-fifths vote of the entire council.~~

~~(Laws of Fla., Ch. 78-538, § 1; Laws of Fla., Ch. 80-515, § 1; Ord. 84-1307-754, § 25; Laws of Fla., Ch. 92-341, § 1; Ord. 2020-419 E, § 2)~~

~~Note(s) — Former § 21.11 Note(s) — See editor's note, § 21.11 Note(s) —~~

JEA Board Policy Manual

~~Section 21.14. Severability.~~

~~If any provisions of this Article or the application thereof to any person or circumstance is held invalid by a court of competent jurisdiction, the invalidity shall not affect other provisions or applications of this Article which can be given effect without the invalid provision or application, and to this end the provisions of this Article are declared to be severable.~~

~~(Ord. 93-82-1385, § 1; Ord. 2020-419 E, § 2; Ord. 2020-419 E, § 2)~~

~~Note(s) — Former § 21.12 Note(s) —. See editor's note, § 21.11 Note(s) —.~~

Adopted in its entirety by the JEA Board on February 16, 2010
and as Amended and Adopted by the JEA Board on May 25, 2021.

JEA Board Policy Manual**A3 - JEA BOARD EVALUATION CRITERIA**

The JEA Board will self-assess annually as per the Self-Assessment Form Evaluation Criteria below. JEA's Compliance Office will be the third-party facilitator to assist board members in discussing survey results, consistent with the Florida Sunshine and Open Government laws, and deciding what is actionable.

No.	Statements (Please rate the following statements based on your perception of the Board's Performance)	Ratings	Comments
		1 (Strongly Disagree) 2 (Disagree) 3 (Undecided) 4 (Agree) 5 (Strongly Agree)	
	Board Members...		
1	Receive a comprehensive orientation to prepare them to perform their roles and responsibilities.		
2	Are prepared for and participate in monthly Board meetings.		
3	Understand and fulfill the Board's roles and responsibilities.		
4	Understand and support JEA's mission and strategic objectives.		
5	Understand and adhere to the JEA Charter, Bylaws, Board Policies, and applicable Florida Statutes and City Ordinances.		
6	Understand JEA's MOEs so accurate assessments can be made.		
7	Understand and discuss JEA's financial reports and annual budget.		
8	Work together to make good decisions.		
9	Have a strong working relationship with the CEO.		
10	Understand CEO evaluation criteria.		
11	Respect the confidentiality of Board matters in accordance with public records laws.		
12	Reflect behavior consistent with JEA's Code of Conduct and Code of Ethics.		
13	Are knowledgeable about JEA's programs and services.		
14	Follow industry trends and important developments related to JEA, and understand key corporate risks.		
15	Actively self-educate and stay current with industry trends.		
16	Work in coordination with the CEO on succession plan.		
17	Actively look to improve processes.		
18	Act as goodwill ambassadors for JEA in the community.		

~~Adopted in its entirety by the JEA Board on February 16, 2010~~
~~and as Amended and Adopted by the JEA Board on May 25, 2021.~~

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JEA Board Policy Manual

	Board Meetings...		
19	Are generally well-run, make good use of members' time, and are of an optimal length.		
20	Board briefing packets are complete and issued at least 7 days in advance of meetings.		
	The Board...		
21	Is represented with the necessary skills, stakeholders, and diversity.		
22	Demonstrates the principle of transparency in its governance activities.		
23	Delegates sufficient authority to the CEO to lead the organization.		
24	Reviews CEO performance and compensation annually.		
	Total Score	0	
	Average Score	0.00	

General Comments (if any):

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A3 – JEA Charter (Article 21)

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JEA Board Agenda

MEMORANDUM



Real Estate Quarterly Report

Board Meeting Date: October 29, 2024

Outcome:



INFORMATION ONLY



ACTION



FUTURE BOARD CONSIDERATION

If Action, Provide a Recommended Motion:

N/A

Consent Agenda Item:



Yes



No

Presenter:

Jordan Pope, Director, Administrative Services

Chief:

Jody Brooks, Chief Administrative Officer

Strategic Focus Area:

DEVELOPING AN
UNBEATABLE TEAMDELIVERING BUSINESS
EXCELLENCEEARNING CUSTOMER
LOYALTY

Background Information & Analysis:

BACKGROUND INFORMATION & ANALYSIS: JEA frequently transacts for the benefit of the utilities systems through various real estate instruments including deeds, easements, leases, use and hold harmless agreements, plats, and other documents as necessary. Per the JEA Real Estate Services Procurement Directive, a summary of all real estate transactions is provided to the Board on a quarterly basis.

Fiscal Year 2024 – Q4 Summary:

- JEA acquired property rights on 13 parcels in the amount of \$29,800,500 for JEA capital projects and utility operations.
- JEA approved 69 projects where real property rights were conveyed for JEA utilities in new developments. In general, the real property rights associated with new developments are conveyed to JEA with no financial consideration.
- JEA acquired 91 easements in septic tank phase out areas. In general, the real property rights associated with septic tank phase out areas are conveyed to JEA with no financial consideration.
- JEA approved 12 use and hold harmless agreements and leases for various uses of JEA property.
- JEA sold one parcel surplus to the needs of JEA in the amount of \$7,000.
- JEA released easement rights over two parcels where utility rights were no longer needed.

Financial Impact

Please see summary.

Committee/Board Meeting/Workshop & Date Presented:

N/A

Appendix: *List appendix items provided*

N/A



Monthly Financial Statements

September 2024

Monthly Financial Statements

September 2024

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**Statements of Net Position
(in thousands)**

	September 2024		September 2023	
	(unaudited)			
Assets				
Current assets:				
Cash and cash equivalents	\$	255,838	\$	278,483
Investments		143,442		106,701
Customer accounts receivable, net of allowance (\$2,848 and \$2,241, respectively)		248,069		252,861
Inventories:				
Materials and supplies		143,307		103,057
Fuel		56,329		56,131
Prepaid assets		33,843		23,847
Other current assets		16,395		22,476
Total current assets		897,223		843,556
Noncurrent assets:				
Restricted assets:				
Cash and cash equivalents		180,404		100,129
Investments		161,853		288,132
Other restricted assets		927		991
Total restricted assets		343,184		389,252
Costs to be recovered from future revenues		991,923		865,083
Hedging derivative instruments		53,512		93,219
Other assets		48,045		36,070
Total noncurrent assets		1,436,664		1,383,624
Capital assets:				
Land and easements		233,979		223,954
Plant in service		13,467,890		13,064,743
Lease asset		93,313		93,313
Less accumulated depreciation		(8,795,288)		(8,392,624)
Plant in service, net		4,999,894		4,989,386
Construction work in progress		1,230,341		899,574
Net capital assets		6,230,235		5,888,960
Total assets		8,564,122		8,116,140
Deferred outflows of resources				
Unrealized pension contributions and losses		192,172		290,610
Accumulated decrease in fair value of hedging derivatives		64,783		39,157
Unamortized deferred losses on refundings		62,266		73,433
Unrealized asset retirement obligations		31,501		36,276
Unrealized OPEB contributions and losses		13,746		15,943
Total deferred outflows of resources		364,468		455,419
Total assets and deferred outflows of resources	\$	8,928,590	\$	8,571,559

JEA
Statements of Net Position
(in thousands)

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	September 2024	September 2023
	(unaudited)	
Liabilities		
Current liabilities:		
Accounts and accrued expenses payable	\$ 95,856	\$ 100,645
Customer deposits and prepayments	94,245	85,651
Billings on behalf of state and local governments	27,841	28,535
Compensation and benefits payable	12,570	16,237
City of Jacksonville payable	10,437	10,366
Asset retirement obligations	2,817	2,623
Total current liabilities	<u>243,766</u>	<u>244,057</u>
Current liabilities payable from restricted assets:		
Debt due within one year	106,305	89,375
Interest payable	55,501	48,304
Construction contracts and accounts payable	117,524	137,793
Renewal and replacement reserve	6,983	4,581
Total current liabilities payable from restricted assets	<u>286,313</u>	<u>280,053</u>
Noncurrent liabilities:		
Long-term debt:		
Debt payable, less current portion	2,940,745	2,705,510
Unamortized premium, net	181,583	149,503
Fair value of debt management strategy instruments	44,085	18,368
Total long-term debt	<u>3,166,413</u>	<u>2,873,381</u>
Net pension liability	965,649	958,534
Lease liability	87,300	89,463
Asset retirement obligations	28,684	33,653
Compensation and benefits payable	44,980	40,142
Net OPEB liability	557	7,971
Other liabilities	59,860	50,409
Total noncurrent liabilities	<u>4,353,443</u>	<u>4,053,553</u>
Total liabilities	<u>4,883,522</u>	<u>4,577,663</u>
Deferred inflows of resources		
Revenues to be used for future costs	293,983	300,455
Accumulated increase in fair value of hedging derivatives	53,512	93,218
Unrealized OPEB gains	19,712	16,343
Unrealized pension gains	22,754	22,391
Total deferred inflows of resources	<u>389,961</u>	<u>432,407</u>
Net position		
Net investment in capital assets	3,153,611	3,042,666
Restricted for:		
Capital projects	57,481	138,245
Debt service	106,624	90,582
Other purposes	1,232	594
Unrestricted	336,159	289,402
Total net position	<u>3,655,107</u>	<u>3,561,489</u>
Total liabilities, deferred inflows of resources, and net position	<u>\$ 8,928,590</u>	<u>\$ 8,571,559</u>

JEA

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Statements of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited)

	Month September		Year-to-Date September	
	2024	2023	2024	2023
Operating revenues				
Electric - base	\$ 84,285	\$ 18,881	\$ 919,656	\$ 683,112
Electric - fuel and purchased power	39,766	44,661	454,255	593,603
Water and sewer	38,596	40,318	503,610	518,767
District energy system	1,201	1,175	12,118	11,934
Other operating revenues	3,791	3,821	41,656	37,533
Total operating revenues	167,639	108,856	1,931,295	1,844,949
Operating expenses				
Operations and maintenance:				
Maintenance and other operating expenses	69,621	84,453	560,685	521,676
Fuel	25,717	30,709	354,743	438,132
Purchased power	33,091	34,220	338,965	272,940
Depreciation	38,002	40,560	413,121	432,147
State utility and franchise taxes	7,226	7,855	78,644	83,809
Recognition of deferred costs and revenues, net	8,888	3,789	27,112	39,718
Total operating expenses	182,545	201,586	1,773,270	1,788,422
Operating income	(14,906)	(92,730)	158,025	56,527
Nonoperating revenues (expenses)				
Interest on debt	(17,391)	(10,201)	(120,359)	(109,275)
Earnings from The Energy Authority	2,815	2,498	13,286	23,603
Allowance for funds used during construction	3,956	3,075	41,667	25,853
Other nonoperating income, net	554	628	6,473	6,600
Investment income	7,019	2,661	35,772	27,787
Other interest, net	(3,788)	(3,856)	(6,859)	(7,744)
Total nonoperating expenses, net	(6,835)	(5,195)	(30,020)	(33,176)
Income before contributions	(21,741)	(97,925)	128,005	23,351
Contributions (to) from				
General Fund, City of Jacksonville, Florida	(10,304)	(10,201)	(123,648)	(122,424)
Developers and other	27,848	22,256	219,666	176,771
Reduction of plant cost through contributions	(19,990)	(17,685)	(130,405)	(112,236)
Total contributions, net	(2,446)	(5,630)	(34,387)	(57,889)
Special item	-	-	-	11,135
Change in net position	(24,187)	(103,555)	93,618	(23,403)
Net position, beginning of period	3,679,294	3,665,044	3,561,489	3,584,892
Net position, end of period	\$3,655,107	\$3,561,489	\$3,655,107	\$3,561,489

JEA

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Statement of Cash Flows

(in thousands - unaudited)

	Year-to-Date September	
	2024	2023
Operating activities		
Receipts from customers	\$ 1,889,828	\$ 2,018,257
Payments to suppliers	(1,040,847)	(1,041,801)
Payments for salaries and benefits	(331,814)	(295,240)
Other operating activities	47,969	41,802
Net cash provided by operating activities	565,136	723,018
Noncapital and related financing activities		
Contribution to General Fund, City of Jacksonville, Florida	(123,547)	(122,323)
Net cash used in noncapital and related financing activities	(123,547)	(122,323)
Capital and related financing activities		
Acquisition and construction of capital assets	(790,009)	(702,805)
Defeasance of debt	(171,295)	-
Proceeds received from debt	503,835	-
Interest paid on debt	(128,403)	(124,539)
Repayment of debt principal	(89,375)	(74,070)
Capital contributions	89,261	64,536
Revolving credit agreement withdrawals	186,000	135,000
Revolving credit agreement repayments	(177,000)	-
Other capital financing activities	59,952	(369)
Net cash used in capital and related financing activities	(517,034)	(702,247)
Investing activities		
Proceeds from sale and maturity of investments	471,138	482,732
Purchase of investments	(374,052)	(568,910)
Distributions from The Energy Authority	8,045	20,731
Investment income	27,944	24,921
Net cash provided by (used in) investing activities	133,075	(40,526)
Net change in cash and cash equivalents	57,630	(142,078)
Cash and cash equivalents at beginning of year	378,612	520,690
Cash and cash equivalents at end of period	\$ 436,242	\$ 378,612
Reconciliation of operating income to net cash provided by operating activities		
Operating income	\$ 158,025	\$ 56,527
Adjustments:		
Depreciation and amortization	413,121	432,147
Recognition of deferred costs and revenues, net	27,112	39,718
Other nonoperating income, net	(3,204)	6,817
Changes in noncash assets and noncash liabilities:		
Accounts receivable	4,793	61,501
Inventories	(40,448)	(39,642)
Other assets	(14,715)	14,121
Accounts and accrued expenses payable	(843)	(25,835)
Current liabilities payable from restricted assets	2,891	(999)
Other noncurrent liabilities and deferred inflows	18,404	178,663
Net cash provided by operating activities	\$ 565,136	\$ 723,018
Noncash activity		
Contribution of capital assets from developers	\$ 130,405	\$ 112,236
Unrealized investment fair market value changes, net	\$ 7,548	\$ 1,729

JEA
Combining Statement of Net Position
(in thousands - unaudited) September 2024

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	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Assets							
Current assets:							
Cash and cash equivalents	\$ 230,655	\$ 3,327	\$ -	\$ 233,982	20,047	\$ 1,809	\$ 255,838
Investments	142,095	1,347	-	143,442	-	-	143,442
Customer accounts receivable, net of allowance (\$2,848)	188,414	-	-	188,414	59,482	173	248,069
Inventories:							
Materials and supplies	2,453	-	-	2,453	140,854	-	143,307
Fuel	56,329	-	-	56,329	-	-	56,329
Prepaid assets	33,324	4	-	33,328	506	9	33,843
Other current assets	12,230	111	(929)	11,412	4,983	-	16,395
Total current assets	665,500	4,789	(929)	669,360	225,872	1,991	897,223
Noncurrent assets:							
Restricted assets:							
Cash and cash equivalents	-	26,840	-	26,840	139,525	14,039	180,404
Investments	105,155	1,645	-	106,800	55,053	-	161,853
Other restricted assets	911	16	-	927	-	-	927
Total restricted assets	106,066	28,501	-	134,567	194,578	14,039	343,184
Costs to be recovered from future revenues	507,451	54,711	-	562,162	429,338	423	991,923
Hedging derivative instruments	53,512	-	-	53,512	-	-	53,512
Other assets	42,347	18,960	(13,277)	48,030	15	-	48,045
Total noncurrent assets	709,376	102,172	(13,277)	798,271	623,931	14,462	1,436,664
Capital assets:							
Land and easements	139,040	6,660	-	145,700	85,228	3,051	233,979
Plant in service	6,528,946	1,316,043	-	7,844,989	5,546,221	76,680	13,467,890
Lease asset	93,313	-	-	93,313	-	-	93,313
Less accumulated depreciation	(4,397,301)	(1,315,018)	-	(5,712,319)	(3,042,553)	(40,416)	(8,795,288)
Plant in service, net	2,363,998	7,685	-	2,371,683	2,588,896	39,315	4,999,894
Construction work in progress	247,324	-	-	247,324	972,542	10,475	1,230,341
Net capital assets	2,611,322	7,685	-	2,619,007	3,561,438	49,790	6,230,235
Total assets	3,986,198	114,646	(14,206)	4,086,638	4,411,241	66,243	8,564,122
Deferred outflows of resources							
Unrealized pension contributions and losses	94,344	23,701	-	118,045	74,127	-	192,172
Accumulated decrease in fair value of hedging derivatives	56,755	-	-	56,755	8,028	-	64,783
Unamortized deferred losses on refundings	36,559	766	-	37,325	24,820	121	62,266
Unrealized asset retirement obligations	31,501	-	-	31,501	-	-	31,501
Unrealized OPEB contributions and losses	7,698	-	-	7,698	6,048	-	13,746
Total deferred outflows of resources	226,857	24,467	-	251,324	113,023	121	364,468
Total assets and deferred outflows of resources	\$ 4,213,055	\$ 139,113	\$ (14,206)	\$ 4,337,962	\$ 4,524,264	\$ 66,364	\$ 8,928,590

JEA
Combining Statement of Net Position
(in thousands - unaudited) September 2024

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	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Liabilities							
Current liabilities:							
Accounts and accrued expenses payable	\$ 69,873	\$ 97	\$ (97)	\$ 69,873	\$ 25,912	\$ 71	\$ 95,856
Customer deposits and prepayments	66,342	-	-	66,342	27,903	-	94,245
Billings on behalf of state and local governments	23,992	-	-	23,992	3,849	-	27,841
Compensation and benefits payable	8,786	-	-	8,786	3,752	32	12,570
City of Jacksonville payable	8,047	-	-	8,047	2,390	-	10,437
Asset retirement obligations	2,817	-	-	2,817	-	-	2,817
Total current liabilities	179,857	97	(97)	179,857	63,806	103	243,766
Current liabilities payable from restricted assets:							
Debt due within one year	32,515	16,445	-	48,960	55,415	1,930	106,305
Interest payable	22,259	1,404	-	23,663	31,173	665	55,501
Construction contracts and accounts payable	16,762	831	(832)	16,761	99,151	1,612	117,524
Renewal and replacement reserve	-	6,983	-	6,983	-	-	6,983
Total current liabilities payable from restricted assets	71,536	25,663	(832)	96,367	185,739	4,207	286,313
Noncurrent liabilities:							
Long-term debt:							
Debt payable, less current portion	1,297,500	60,405	-	1,357,905	1,531,815	51,025	2,940,745
Unamortized premium (discount), net	70,071	(105)	-	69,966	111,622	(5)	181,583
Fair value of debt management strategy instruments	36,057	-	-	36,057	8,028	-	44,085
Total long-term debt	1,403,628	60,300	-	1,463,928	1,651,465	51,020	3,166,413
Net pension liability	540,763	-	-	540,763	424,886	-	965,649
Lease liability	87,300	-	-	87,300	-	-	87,300
Asset retirement obligations	28,684	-	-	28,684	-	-	28,684
Compensation and benefits payable	31,733	-	-	31,733	13,163	84	44,980
Net OPEB liability	312	-	-	312	245	-	557
Other liabilities	59,860	13,277	(13,277)	59,860	-	-	59,860
Total noncurrent liabilities	2,152,280	73,577	(13,277)	2,212,580	2,089,759	51,104	4,353,443
Total liabilities	2,403,673	99,337	(14,206)	2,488,804	2,339,304	55,414	4,883,522
Deferred inflows of resources							
Revenues to be used for future costs	281,281	12,702	-	293,983	-	-	293,983
Accumulated increase in fair value of hedging derivatives	53,512	-	-	53,512	-	-	53,512
Unrealized OPEB gains	11,039	-	-	11,039	8,673	-	19,712
Unrealized pension gains	3,400	16,683	-	20,083	2,671	-	22,754
Total deferred inflows of resources	349,232	29,385	-	378,617	11,344	-	389,961
Net position							
Net investment in (divestment of) capital assets	1,245,434	(11,502)	-	1,233,932	1,923,907	(4,228)	3,153,611
Restricted for:							
Capital projects	-	-	-	-	46,037	11,444	57,481
Debt service	32,515	16,802	-	49,317	55,377	1,930	106,624
Other purposes	-	400	832	1,232	-	-	1,232
Unrestricted	182,201	4,691	(832)	186,060	148,295	1,804	336,159
Total net position	1,460,150	10,391	-	1,470,541	2,173,616	10,950	3,655,107
Total liabilities, deferred inflows of resources, and net position	\$ 4,213,055	\$ 139,113	\$ (14,206)	\$ 4,337,962	\$ 4,524,264	\$ 66,364	\$ 8,928,590

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Combining Statement of Net Position
(in thousands) September 2023

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Assets							
Current assets:							
Cash and cash equivalents	\$ 256,800	\$ 2,972	\$ -	\$ 259,772	\$ 16,802	\$ 1,909	\$ 278,483
Investments	105,855	846	-	106,701	-	-	106,701
Customer accounts receivable, net of allowance (\$2,241)	194,282	-	-	194,282	58,458	121	252,861
Inventories:							
Materials and supplies	2,292	-	-	2,292	100,765	-	103,057
Fuel	56,131	-	-	56,131	-	-	56,131
Prepaid assets	23,348	6	-	23,354	487	6	23,847
Other current assets	10,472	187	(425)	10,234	12,242	-	22,476
Total current assets	649,180	4,011	(425)	652,766	188,754	2,036	843,556
Noncurrent assets:							
Restricted assets:							
Cash and cash equivalents	-	22,659	-	22,659	73,900	3,570	100,129
Investments	225,063	3,159	-	228,222	59,910	-	288,132
Other restricted assets	958	33	-	991	-	-	991
Total restricted assets	226,021	25,851	-	251,872	133,810	3,570	389,252
Costs to be recovered from future revenues	460,923	70,580	-	531,503	333,259	321	865,083
Hedging derivative instruments	93,219	-	-	93,219	-	-	93,219
Other assets	36,045	3,812	(3,812)	36,045	25	-	36,070
Total noncurrent assets	816,208	100,243	(3,812)	912,639	467,094	3,891	1,383,624
Capital assets:							
Land and easements	132,817	6,660	-	139,477	81,426	3,051	223,954
Plant in service	6,330,880	1,316,043	-	7,646,923	5,341,288	76,532	13,064,743
Lease Asset	93,313	-	-	93,313	-	-	93,313
Less accumulated depreciation	(4,177,236)	(1,314,608)	-	(5,491,844)	(2,863,482)	(37,298)	(8,392,624)
Plant in service, net	2,379,774	8,095	-	2,387,869	2,559,232	42,285	4,989,386
Construction work in progress	204,605	-	-	204,605	693,969	1,000	899,574
Net capital assets	2,584,379	8,095	-	2,592,474	3,253,201	43,285	5,888,960
Total assets	4,049,767	112,349	(4,237)	4,157,879	3,909,049	49,212	8,116,140
Deferred outflows of resources							
Unrealized pension contributions and losses	149,475	32,894	-	182,369	108,241	-	290,610
Accumulated decrease in fair value of hedging derivatives	36,525	-	-	36,525	2,632	-	39,157
Unamortized deferred losses on refundings	41,135	997	-	42,132	31,168	133	73,433
Unrealized asset retirement obligations	36,276	-	-	36,276	-	-	36,276
Unrealized OPEB contributions and losses	9,247	-	-	9,247	6,696	-	15,943
Total deferred outflows of resources	272,658	33,891	-	306,549	148,737	133	455,419
Total assets and deferred outflows of resources	\$ 4,322,425	\$ 146,240	\$ (4,237)	\$ 4,464,428	\$ 4,057,786	\$ 49,345	\$ 8,571,559

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Combining Statement of Net Position
(in thousands) September 2023

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	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Liabilities							
Current liabilities:							
Accounts and accrued expenses payable	\$ 82,995	\$ 114	\$ (114)	\$ 82,995	\$ 17,211	\$ 439	\$ 100,645
Customer deposits and prepayments	58,791	-	-	58,791	26,860	-	85,651
Billings on behalf of state and local governments	24,496	-	-	24,496	4,039	-	28,535
Compensation and benefits payable	12,006	-	-	12,006	4,199	32	16,237
City of Jacksonville payable	8,096	-	-	8,096	2,270	-	10,366
Asset retirement obligations	2,623	-	-	2,623	-	-	2,623
Total current liabilities	189,007	114	(114)	189,007	54,579	471	244,057
Current liabilities payable from restricted assets:							
Debt due within one year	19,275	15,865	-	35,140	52,365	1,870	89,375
Interest payable	22,820	1,720	-	24,540	23,129	635	48,304
Construction contracts and accounts payable	27,345	343	(311)	27,377	109,721	695	137,793
Renewal and replacement reserve	-	4,581	-	4,581	-	-	4,581
Total current liabilities payable from restricted assets	69,440	22,509	(311)	91,638	185,215	3,200	280,053
Noncurrent liabilities:							
Long-term debt:							
Debt payable, less current portion	1,330,015	76,850	-	1,406,865	1,261,690	36,955	2,705,510
Unamortized premium (discount), net	79,917	(41)	-	79,876	69,637	(10)	149,503
Fair value of debt management strategy instruments	15,736	-	-	15,736	2,632	-	18,368
Total long-term debt	1,425,668	76,809	-	1,502,477	1,333,959	36,945	2,873,381
Net pension liability	553,168	4,796	-	557,964	400,570	-	958,534
Lease Liability	89,463	-	-	89,463	-	-	89,463
Asset retirement obligations	33,653	-	-	33,653	-	-	33,653
Compensation and benefits payable	28,619	-	-	28,619	11,454	69	40,142
Net OPEB liability	4,623	-	-	4,623	3,348	-	7,971
Other liabilities	50,409	3,812	(3,812)	50,409	-	-	50,409
Total noncurrent liabilities	2,185,603	85,417	(3,812)	2,267,208	1,749,331	37,014	4,053,553
Total liabilities	2,444,050	108,040	(4,237)	2,547,853	1,989,125	40,685	4,577,663
Deferred inflows of resources							
Revenues to be used for future costs	286,722	13,733	-	300,455	-	-	300,455
Accumulated increase in fair value of hedging derivatives	93,218	-	-	93,218	-	-	93,218
Unrealized OPEB gains	9,479	-	-	9,479	6,864	-	16,343
Unrealized pension gains	4,655	14,365	-	19,020	3,371	-	22,391
Total deferred inflows of resources	394,074	28,098	-	422,172	10,235	-	432,407
Net position							
Net investment in (divestment of) capital assets	1,167,090	(9,943)	-	1,157,147	1,881,290	4,229	3,042,666
Restricted for:							
Capital projects	135,992	-	-	135,992	1,188	1,065	138,245
Debt service	19,204	15,865	-	35,069	53,643	1,870	90,582
Other purposes	-	283	311	594	-	-	594
Unrestricted	162,015	3,897	(311)	165,601	122,305	1,496	289,402
Total net position	1,484,301	10,102	-	1,494,403	2,058,426	8,660	3,561,489
Total liabilities, deferred inflows of resources, and net position	\$ 4,322,425	\$ 146,240	\$ (4,237)	\$ 4,464,428	\$ 4,057,786	\$ 49,345	\$ 8,571,559

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Combining Statement of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited) for the month ended September 2024

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating revenues								
Electric - base	\$ 85,538	\$ -	\$ -	\$ 85,538	\$ -	\$ -	\$ (1,253)	\$ 84,285
Electric - fuel and purchased power	40,593	1,676	(1,676)	40,593	-	-	(827)	39,766
Water and sewer	-	-	-	-	38,680	-	(84)	38,596
District energy system	-	-	-	-	-	1,276	(75)	1,201
Other operating revenues	2,353	-	-	2,353	2,199	-	(761)	3,791
Total operating revenues	128,484	1,676	(1,676)	128,484	40,879	1,276	(3,000)	167,639
Operating expenses								
Operations and maintenance:								
Maintenance and other operating expenses	40,159	201	-	40,360	31,676	585	(3,000)	69,621
Fuel	25,717	-	-	25,717	-	-	-	25,717
Purchased power	34,767	-	(1,676)	33,091	-	-	-	33,091
Depreciation	23,063	34	-	23,097	14,645	260	-	38,002
State utility and franchise taxes	6,303	-	-	6,303	923	-	-	7,226
Recognition of deferred costs and revenues, net	7,531	1,311	-	8,842	45	1	-	8,888
Total operating expenses	137,540	1,546	(1,676)	137,410	47,289	846	(3,000)	182,545
Operating income	(9,056)	130	-	(8,926)	(6,410)	430	-	(14,906)
Nonoperating revenues (expenses)								
Interest on debt	(5,126)	(259)	-	(5,385)	(11,788)	(218)	-	(17,391)
Earnings from The Energy Authority	2,815	-	-	2,815	-	-	-	2,815
Allowance for funds used during construction	825	-	-	825	3,121	10	-	3,956
Other nonoperating income, net	328	16	-	344	210	-	-	554
Investment income	5,421	235	-	5,656	1,324	39	-	7,019
Other interest, net	(3,786)	-	-	(3,786)	(2)	-	-	(3,788)
Total nonoperating expenses, net	477	(8)	-	469	(7,135)	(169)	-	(6,835)
Income before contributions	(8,579)	122	-	(8,457)	(13,545)	261	-	(21,741)
Contributions (to) from								
General Fund, City of Jacksonville, Florida	(7,934)	-	-	(7,934)	(2,370)	-	-	(10,304)
Developers and other	147	-	-	147	27,701	-	-	27,848
Reduction of plant cost through contributions	(147)	-	-	(147)	(19,843)	-	-	(19,990)
Total contributions, net	(7,934)	-	-	(7,934)	5,488	-	-	(2,446)
Change in net position	(16,513)	122	-	(16,391)	(8,057)	261	-	(24,187)
Net position, beginning of period	1,476,663	10,269	-	1,486,932	2,181,673	10,689	-	3,679,294
Net position, end of period	\$ 1,460,150	\$ 10,391	\$ -	\$ 1,470,541	\$ 2,173,616	\$ 10,950	\$ -	\$ 3,655,107

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Combining Statement of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited) for the month ended September 2023

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating revenues								
Electric - base	\$ 20,129	\$ -	\$ -	\$ 20,129	\$ -	\$ -	\$ (1,248)	\$ 18,881
Electric - fuel and purchased power	45,629	1,652	(1,652)	45,629	-	-	(968)	44,661
Water and sewer	-	-	-	-	40,388	-	(70)	40,318
District energy system	-	-	-	-	-	1,258	(83)	1,175
Other operating revenues	2,250	-	-	2,250	2,155	-	(584)	3,821
Total operating revenues	68,008	1,652	(1,652)	68,008	42,543	1,258	(2,953)	108,856
Operating expenses								
Operations and maintenance:								
Maintenance and other operating expenses	57,610	191	-	57,801	28,552	1,053	(2,953)	84,453
Fuel	30,709	-	-	30,709	-	-	-	30,709
Purchased power	35,872	-	(1,652)	34,220	-	-	-	34,220
Depreciation	22,721	34	-	22,755	17,547	258	-	40,560
State utility and franchise taxes	6,871	-	-	6,871	984	-	-	7,855
Recognition of deferred costs and revenues, net	2,310	1,271	-	3,581	201	7	-	3,789
Total operating expenses	156,093	1,496	(1,652)	155,937	47,284	1,318	(2,953)	201,586
Operating income	(88,085)	156	-	(87,929)	(4,741)	(60)	-	(92,730)
Nonoperating revenues (expenses)								
Interest on debt	(5,425)	(303)	-	(5,728)	(4,317)	(156)	-	(10,201)
Earnings from The Energy Authority	2,498	-	-	2,498	-	-	-	2,498
Allowance for funds used during construction	664	-	-	664	2,407	4	-	3,075
Other nonoperating income, net	319	19	-	338	290	-	-	628
Investment income	3,456	(55)	-	3,401	(761)	21	-	2,661
Other interest, net	(3,828)	-	-	(3,828)	(28)	-	-	(3,856)
Total nonoperating expenses, net	(2,316)	(339)	-	(2,655)	(2,409)	(131)	-	(5,195)
Income before contributions	(90,401)	(183)	-	(90,584)	(7,150)	(191)	-	(97,925)
Contributions (to) from								
General Fund, City of Jacksonville, Florida	(7,957)	-	-	(7,957)	(2,244)	-	-	(10,201)
Developers and other	678	-	-	678	21,578	-	-	22,256
Reduction of plant cost through contributions	(678)	-	-	(678)	(17,007)	-	-	(17,685)
Total contributions, net	(7,957)	-	-	(7,957)	2,327	-	-	(5,630)
Change in net position	(98,358)	(183)	-	(98,541)	(4,823)	(191)	-	(103,555)
Net position, beginning of period	1,582,659	10,285	-	1,592,944	2,063,249	8,851	-	3,665,044
Net position, end of period	\$ 1,484,301	\$ 10,102	\$ -	\$ 1,494,403	\$ 2,058,426	\$ 8,660	\$ -	\$ 3,561,489

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Combining Statement of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited) for the 12 months ended September 2024

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating revenues								
Electric - base	\$ 933,486	\$ -	\$ -	\$ 933,486	\$ -	\$ -	\$ (13,830)	\$ 919,656
Electric - fuel and purchased power	463,169	20,655	(20,655)	463,169	-	-	(8,914)	454,255
Water and sewer	-	-	-	-	504,323	-	(713)	503,610
District energy system	-	-	-	-	-	12,882	(764)	12,118
Other operating revenues	24,507	-	-	24,507	25,672	2	(8,525)	41,656
Total operating revenues	1,421,162	20,655	(20,655)	1,421,162	529,995	12,884	(32,746)	1,931,295
Operating expenses								
Operations and maintenance:								
Maintenance and other operating expenses	319,674	2,448	-	322,122	265,577	5,732	(32,746)	560,685
Fuel	354,743	-	-	354,743	-	-	-	354,743
Purchased power	359,620	-	(20,655)	338,965	-	-	-	338,965
Depreciation	227,260	410	-	227,670	182,333	3,118	-	413,121
State utility and franchise taxes	67,161	-	-	67,161	11,483	-	-	78,644
Recognition of deferred costs and revenues, net	10,946	15,738	-	26,684	420	8	-	27,112
Total operating expenses	1,339,404	18,596	(20,655)	1,337,345	459,813	8,858	(32,746)	1,773,270
Operating income	81,758	2,059	-	83,817	70,182	4,026	-	158,025
Nonoperating revenues (expenses)								
Interest on debt	(58,254)	(3,105)	-	(61,359)	(56,943)	(2,057)	-	(120,359)
Earnings from The Energy Authority	13,286	-	-	13,286	-	-	-	13,286
Allowance for funds used during construction	7,795	-	-	7,795	33,765	107	-	41,667
Other nonoperating income, net	3,784	196	-	3,980	2,493	-	-	6,473
Investment income	29,373	1,139	-	30,512	5,046	214	-	35,772
Other interest, net	(6,684)	-	-	(6,684)	(175)	-	-	(6,859)
Total nonoperating expenses, net	(10,700)	(1,770)	-	(12,470)	(15,814)	(1,736)	-	(30,020)
Income before contributions	71,058	289	-	71,347	54,368	2,290	-	128,005
Contributions (to) from								
General Fund, City of Jacksonville, Florida	(95,209)	-	-	(95,209)	(28,439)	-	-	(123,648)
Developers and other	5,289	-	-	5,289	214,377	-	-	219,666
Reduction of plant cost through contributions	(5,289)	-	-	(5,289)	(125,116)	-	-	(130,405)
Total contributions, net	(95,209)	-	-	(95,209)	60,822	-	-	(34,387)
Change in net position	(24,151)	289	-	(23,862)	115,190	2,290	-	93,618
Net position, beginning of year	1,484,301	10,102	-	1,494,403	2,058,426	8,660	-	3,561,489
Net position, end of period	\$ 1,460,150	\$ 10,391	\$ -	\$ 1,470,541	\$ 2,173,616	\$ 10,950	\$ -	\$ 3,655,107

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Combining Statement of Revenues, Expenses, and Changes in Net Position
(in thousands - unaudited) for the 12 months ended September 2023

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating revenues								
Electric - base	\$ 693,535	\$ -	\$ -	\$ 693,535	\$ -	\$ -	\$ (10,423)	\$ 683,112
Electric - fuel and purchased power	606,011	21,023	(21,023)	606,011	-	-	(12,408)	593,603
Water and sewer	-	-	-	-	519,309	-	(542)	518,767
District energy system	-	-	-	-	-	12,761	(827)	11,934
Other operating revenues	24,482	-	-	24,482	18,999	-	(5,948)	37,533
Total operating revenues	1,324,028	21,023	(21,023)	1,324,028	538,308	12,761	(30,148)	1,844,949
Operating expenses								
Operations and maintenance:								
Maintenance and other operating expenses	313,557	571	-	314,128	231,632	6,064	(30,148)	521,676
Fuel	438,132	-	-	438,132	-	-	-	438,132
Purchased power	293,963	-	(21,023)	272,940	-	-	-	272,940
Depreciation	225,098	410	-	225,508	203,742	2,897	-	432,147
State utility and franchise taxes	72,490	-	-	72,490	11,319	-	-	83,809
Recognition of deferred costs and revenues, net	12,657	15,258	-	27,915	11,796	7	-	39,718
Total operating expenses	1,355,897	16,239	(21,023)	1,351,113	458,489	8,968	(30,148)	1,788,422
Operating income	(31,869)	4,784	-	(27,085)	79,819	3,793	-	56,527
Nonoperating revenues (expenses)								
Interest on debt	(59,019)	(3,637)	-	(62,656)	(44,955)	(1,664)	-	(109,275)
Earnings from The Energy Authority	23,603	-	-	23,603	-	-	-	23,603
Allowance for funds used during construction	5,581	-	-	5,581	20,113	159	-	25,853
Other nonoperating income, net	3,849	228	-	4,077	2,523	-	-	6,600
Investment income	20,942	386	-	21,328	6,359	100	-	27,787
Other interest, net	(7,232)	-	-	(7,232)	(512)	-	-	(7,744)
Total nonoperating expenses, net	(12,276)	(3,023)	-	(15,299)	(16,472)	(1,405)	-	(33,176)
Income before contributions	(44,145)	1,761	-	(42,384)	63,347	2,388	-	23,351
Contributions (to) from								
General Fund, City of Jacksonville, Florida	(95,491)	-	-	(95,491)	(26,933)	-	-	(122,424)
Developers and other	7,664	-	-	7,664	169,107	-	-	176,771
Reduction of plant cost through contributions	(7,664)	-	-	(7,664)	(104,572)	-	-	(112,236)
Total contributions, net	(95,491)	-	-	(95,491)	37,602	-	-	(57,889)
Special item	11,135	-	-	11,135	-	-	-	11,135
Change in net position	(128,501)	1,761	-	(126,740)	100,949	2,388	-	(23,403)
Net position, beginning of year	1,612,802	8,341	-	1,621,143	1,957,477	6,272	-	3,584,892
Net position, end of period	\$ 1,484,301	\$ 10,102	\$ -	\$ 1,494,403	\$ 2,058,426	\$ 8,660	\$ -	\$ 3,561,489

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Combining Statement of Cash Flows

(in thousands - unaudited) for the 12 months ended September 2024

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating activities								
Receipts from customers	\$ 1,397,556	\$ 20,655	\$ (21,158)	\$ 1,397,053	\$ 504,167	\$ 12,829	\$ (24,221)	\$ 1,889,828
Payments to suppliers	(880,324)	445	21,158	(858,721)	(209,672)	(5,200)	32,746	(1,040,847)
Payments for salaries and benefits	(233,198)	-	-	(233,198)	(97,728)	(888)	-	(331,814)
Other operating activities	23,182	48	-	23,230	33,262	2	(8,525)	47,969
Net cash provided by operating activities	307,216	21,148	-	328,364	230,029	6,743	-	565,136
Noncapital and related financing activities								
Contribution to General Fund, City of Jacksonville, Florida	(95,233)	-	-	(95,233)	(28,314)	-	-	(123,547)
Net cash used in noncapital and related financing activities	(95,233)	-	-	(95,233)	(28,314)	-	-	(123,547)
Capital and related financing activities								
Acquisition and construction of capital assets	(276,262)	-	-	(276,262)	(505,039)	(8,708)	-	(790,009)
Defeasance of debt	-	-	-	-	(171,295)	-	-	(171,295)
Proceeds received from debt	-	-	-	-	503,835	-	-	503,835
Interest paid on debt	(63,687)	(3,124)	-	(66,811)	(59,582)	(2,010)	-	(128,403)
Repayment of debt principal	(19,275)	(15,865)	-	(35,140)	(52,365)	(1,870)	-	(89,375)
Capital contributions	-	-	-	-	89,261	-	-	89,261
Revolving credit agreement withdrawals	-	-	-	-	170,000	16,000	-	186,000
Revolving credit agreement repayments	-	-	-	-	(177,000)	-	-	(177,000)
Other capital financing activities	(20)	213	-	193	59,759	-	-	59,952
Net cash provided by (used in) capital and related financing activities	(359,244)	(18,776)	-	(378,020)	(142,426)	3,412	-	(517,034)
Investing activities								
Proceeds from sale and maturity of investments	422,598	1,841	-	424,439	46,699	-	-	471,138
Purchase of investments	(333,471)	(599)	-	(334,070)	(39,982)	-	-	(374,052)
Distributions from The Energy Authority	8,045	-	-	8,045	-	-	-	8,045
Investment income	23,944	922	-	24,866	2,864	214	-	27,944
Net cash provided by investing activities	121,116	2,164	-	123,280	9,581	214	-	133,075
Net change in cash and cash equivalents	(26,145)	4,536	-	(21,609)	68,870	10,369	-	57,630
Cash and cash equivalents at beginning of year	256,800	25,631	-	282,431	90,702	5,479	-	378,612
Cash and cash equivalents at end of period	\$ 230,655	\$ 30,167	\$ -	\$ 260,822	\$ 159,572	\$ 15,848	\$ -	\$ 436,242
Reconciliation of operating income to net cash provided by operating activities								
Operating income	\$ 81,758	\$ 2,059	\$ -	\$ 83,817	\$ 70,182	\$ 4,026	\$ -	\$ 158,025
Adjustments:								
Depreciation and amortization	227,260	410	-	227,670	182,333	3,118	-	413,121
Recognition of deferred costs and revenues, net	10,946	15,738	-	26,684	420	8	-	27,112
Other nonoperating income, net	(3,029)	-	-	(3,029)	(175)	-	-	(3,204)
Changes in noncash assets and noncash liabilities:								
Accounts receivable	5,868	-	-	5,868	(1,023)	(52)	-	4,793
Inventories	(359)	-	-	(359)	(40,089)	-	-	(40,448)
Other assets	(12,885)	(9,398)	-	(22,283)	7,571	(3)	-	(14,715)
Accounts and accrued expenses payable	(9,559)	(17)	-	(9,576)	9,101	(368)	-	(843)
Current liabilities payable from restricted assets	-	2,891	-	2,891	-	-	-	2,891
Other noncurrent liabilities and deferred inflows	7,216	9,465	-	16,681	1,709	14	-	18,404
Net cash provided by operating activities	\$ 307,216	\$ 21,148	\$ -	\$ 328,364	\$ 230,029	\$ 6,743	\$ -	\$ 565,136
Noncash activity								
Contribution of capital assets from developers	\$ 5,289	\$ -	\$ -	\$ 5,289	\$ 125,116	\$ -	\$ -	\$ 130,405
Unrealized investment fair market value changes, net	\$ 5,459	\$ 229	\$ -	\$ 5,688	\$ 1,860	\$ -	\$ -	\$ 7,548

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Combining Statement of Cash Flows

(in thousands - unaudited) for the 12 months ended September 2023

	Electric System and Bulk Power Supply System	SJRPP System	Elimination of Intercompany transactions	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Eliminations	Total JEA
Operating activities								
Receipts from customers	\$ 1,544,875	\$ 21,023	\$ (21,076)	\$ 1,544,822	\$ 484,672	\$ 12,963	\$ (24,200)	\$ 2,018,257
Payments to suppliers	(899,702)	(1,856)	21,076	(880,482)	(186,560)	(4,907)	30,148	(1,041,801)
Payments for salaries and benefits	(209,585)	-	-	(209,585)	(84,845)	(810)	-	(295,240)
Other operating activities	34,840	50	-	34,890	12,860	-	(5,948)	41,802
Net cash provided by operating activities	470,428	19,217	-	489,645	226,127	7,246	-	723,018
Noncapital and related financing activities								
Contribution to General Fund, City of Jacksonville, Florida	(95,412)	-	-	(95,412)	(26,911)	-	-	(122,323)
Net cash used in noncapital and related financing activities	(95,412)	-	-	(95,412)	(26,911)	-	-	(122,323)
Capital and related financing activities								
Acquisition and construction of capital assets	(235,504)	-	-	(235,504)	(456,057)	(11,244)	-	(702,805)
Interest paid on debt	(64,716)	(3,749)	-	(68,465)	(54,455)	(1,619)	-	(124,539)
Repayment of debt principal	(47,120)	(15,285)	-	(62,405)	(9,850)	(1,815)	-	(74,070)
Capital contributions	-	-	-	-	64,536	-	-	64,536
Revolving credit agreement withdrawals	-	-	-	-	127,000	8,000	-	135,000
Other capital financing activities	(1,927)	114	-	(1,813)	1,444	-	-	(369)
Net cash used in capital and related financing activities	(349,267)	(18,920)	-	(368,187)	(327,382)	(6,678)	-	(702,247)
Investing activities								
Proceeds from sale and maturity of investments	347,271	586	-	347,857	134,875	-	-	482,732
Purchase of investments	(482,745)	(586)	-	(483,331)	(85,579)	-	-	(568,910)
Distributions from The Energy Authority	20,731	-	-	20,731	-	-	-	20,731
Investment income	18,061	470	-	18,531	6,290	100	-	24,921
Net cash provided by (used in) investing activities	(96,682)	470	-	(96,212)	55,586	100	-	(40,526)
Net change in cash and cash equivalents	(70,933)	767	-	(70,166)	(72,580)	668	-	(142,078)
Cash and cash equivalents at beginning of year	327,733	24,864	-	352,597	163,282	4,811	-	520,690
Cash and cash equivalents at end of period	\$ 256,800	\$ 25,631	\$ -	\$ 282,431	\$ 90,702	\$ 5,479	\$ -	\$ 378,612
Reconciliation of operating income to net cash provided by operating activities								
Operating income	\$ (31,869)	\$ 4,784	\$ -	\$ (27,085)	\$ 79,819	\$ 3,793	\$ -	\$ 56,527
Adjustments:								
Depreciation and amortization	225,098	410	-	225,508	203,742	2,897	-	432,147
Recognition of deferred costs and revenues, net	12,657	15,258	-	27,915	11,796	7	-	39,718
Other nonoperating income (loss), net	7,329	-	-	7,329	(512)	-	-	6,817
Changes in noncash assets and noncash liabilities:								
Accounts receivable	63,612	-	-	63,612	(2,313)	202	-	61,501
Inventories	(3,598)	-	-	(3,598)	(36,044)	-	-	(39,642)
Other assets	19,479	885	-	20,364	(6,244)	1	-	14,121
Accounts and accrued expenses payable	(26,468)	(168)	-	(26,636)	431	370	-	(25,835)
Current liabilities payable from restricted assets	-	(999)	-	(999)	-	-	-	(999)
Other noncurrent liabilities and deferred inflows	204,188	(953)	-	203,235	(24,548)	(24)	-	178,663
Net cash provided by operating activities	\$ 470,428	\$ 19,217	\$ -	\$ 489,645	\$ 226,127	\$ 7,246	\$ -	\$ 723,018
Noncash activity								
Contribution of capital assets from developers	\$ 7,664	\$ -	\$ -	\$ 7,664	\$ 104,572	\$ -	\$ -	\$ 112,236
Unrealized investment fair market value changes, net	\$ 1,792	\$ (84)	\$ -	\$ 1,708	\$ 21	\$ -	\$ -	\$ 1,729

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Debt Service Coverage
September 2024
(unaudited)

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	Month September		Year-to-Date September	
	2024	2023	2024	2023
Electric System				
Senior debt service coverage, (annual minimum 1.20x)	5.75 x	(16.13) x	6.79 x	6.50 x
Senior and subordinated debt service coverage, (annual minimum 1.15x)	3.65 x	(9.45) x	4.20 x	3.72 x
Bulk Power Supply System				
Debt service coverage, (annual minimum 1.15x)	1.97 x	2.14 x	2.10 x	2.15 x
St. Johns River Power Park, Second Resolution				
Debt service coverage, (annual minimum 1.15x)	1.18 x	1.13 x	1.15 x	1.15 x
Water and Sewer System				
Senior debt service coverage, (annual minimum 1.25x)	1.75 x	2.60 x	3.46 x	4.35 x
Senior and subordinated debt service coverage excluding capacity fees ⁽¹⁾	0.83 x	1.62 x	2.23 x	2.98 x
Senior and subordinated debt service coverage including capacity fees ⁽¹⁾	1.55 x	2.16 x	3.01 x	3.62 x
District Energy System				
Debt service coverage	2.90 x	0.90 x	2.44 x	2.25 x

⁽¹⁾ Annual minimum coverage is either 1.00x aggregate debt service and aggregate subordinated debt service (excluding capacity charges) or the sum of 1.00x aggregate debt service and 1.20x aggregate subordinated debt service (including capacity charges).

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Electric System

Operating Statistics

September 2024 and 2023 (unaudited)

	Month			Year-to-Date		
	2024	2023	Variance	2024	2023	Variance
Electric revenues sales (000s omitted):						
Residential	\$ 66,264	\$ 69,298	-4.38%	\$ 736,195	\$ 760,374	-3.18%
Commercial	37,387	38,072	-1.80%	423,946	464,158	-8.66%
Industrial	17,994	17,171	4.79%	214,859	244,371	-12.08%
Public street lighting	1,249	1,254	-0.40%	14,813	15,423	-3.96%
Electric revenues - territorial	122,894	125,795	-2.31%	1,389,813	1,484,326	-6.37%
Sales for resale - off system	240	80	200.00%	2,800	2,254	24.22%
Electric revenues	123,134	125,875	-2.18%	1,392,613	1,486,580	-6.32%
Regulatory	3,334	(59,848)	-105.57%	7,550	(182,036)	-104.15%
Allowance for doubtful accounts	(337)	(269)	25.28%	(3,508)	(4,998)	-29.81%
Net electric revenues	126,131	65,758	91.81%	1,396,655	1,299,546	7.47%
MWh sales						
Residential	535,429	561,437	-4.63%	5,894,674	5,650,016	4.33%
Commercial	365,010	363,998	0.28%	4,071,415	3,963,548	2.72%
Industrial	224,906	199,228	12.89%	2,673,184	2,645,174	1.06%
Public street lighting	4,848	4,721	2.69%	55,802	54,822	1.79%
Total MWh sales - territorial	1,130,193	1,129,384	0.07%	12,695,075	12,313,560	3.10%
Sales for resale - off system	1,529	2,096	-27.05%	74,041	52,902	39.96%
Total MWh sales	1,131,722	1,131,480	0.02%	12,769,116	12,366,462	3.26%
Average number of accounts						
Residential	473,147	460,283	2.79%	467,268	455,609	2.56%
Commercial	56,860	56,082	1.39%	56,526	55,696	1.49%
Industrial	207	198	4.55%	201	199	1.01%
Public street lighting	4,082	4,036	1.14%	4,055	4,010	1.12%
Total average accounts	534,296	520,599	2.63%	528,050	515,514	2.43%
Residential averages						
Revenue per account - \$	140.05	150.56	-6.98%	1,575.53	1,668.92	-5.60%
kWh per account	1,131.63	1,220	-7.23%	12,615	12,401	1.73%
Revenue per kWh - ¢	12.38	12.34	0.30%	12.49	13.46	-7.20%
Degree days						
Heating degree days	-	-	-	1,050	856	194
Cooling degree days	451	407	44	3,114	3,148	(34)
Total degree days	451	407	44	4,164	4,004	160
Degree days - 30 year average	416			4,031		

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Water and Sewer System

Operating Statistics

September 2024 and 2023 (unaudited)

	Month								
	Water			Sewer			Reuse		
	2024	2023	Variance	2024	2023	Variance	2024	2023	Variance
Revenues (000s omitted):									
Residential	\$ 8,214	\$ 8,327	-1.36%	\$ 12,306	\$ 12,224	0.67%	\$ 1,474	\$ 1,804	-18.29%
Commercial and industrial	4,156	3,941	5.46%	9,373	8,365	12.05%	593	739	-19.76%
Irrigation	2,642	3,215	-17.82%	N/A	N/A	N/A	9	12	-25.00%
Gross revenues	15,012	15,483	-3.04%	21,679	20,589	5.29%	2,076	2,555	-18.75%
Rate stabilization	-	743	100.00%	-	987	100.00%	-	122	100.00%
Allowance for doubtful accounts	(34)	(36)	-5.56%	(49)	(49)	0.00%	(4)	(6)	-33.33%
Net revenues	\$ 14,978	\$ 16,190	-7.49%	\$ 21,630	\$ 21,527	0.48%	\$ 2,072	\$ 2,671	-22.43%
Kgal sales (000s omitted)									
Residential	1,441,783	1,617,680	-10.87%	1,282,178	1,395,277	-8.11%	237,245	337,802	-29.77%
Commercial and industrial	1,237,309	1,200,324	3.08%	1,029,798	903,648	13.96%	121,136	158,907	-23.77%
Irrigation	426,412	579,449	-26.41%	N/A	N/A	N/A	29,841	24,214	23.24%
Total kgal sales	3,105,504	3,397,453	-8.59%	2,311,976	2,298,925	0.57%	388,222	520,923	-25.47%
Average number of accounts:									
Residential	336,260	329,385	2.09%	302,891	295,812	2.39%	28,387	25,931	9.47%
Commercial and industrial	27,748	27,415	1.21%	19,662	19,481	0.93%	1,032	928	11.21%
Irrigation	38,835	38,592	0.63%	N/A	N/A	N/A	43	43	0.00%
Total average accounts	402,843	395,392	1.88%	322,553	315,293	2.30%	29,462	26,902	9.52%
Residential averages:									
Revenue per account - \$	24.43	25.28	-3.36%	40.63	41.32	-1.67%	51.93	69.57	-25.36%
Kgals per account	4.29	4.91	-12.63%	4.23	4.72	-10.38%	8.36	13.03	-35.84%
Revenue per kgals - \$	5.70	5.15	10.68%	9.60	8.76	9.59%	6.21	5.34	16.29%
	Year-to-Date								
	Water			Sewer			Reuse		
	2024	2023	Variance	2024	2023	Variance	2024	2023	Variance
Revenues (000s omitted):									
Residential	\$ 110,867	\$ 107,920	2.73%	\$ 166,236	\$ 162,512	2.29%	\$ 19,546	\$ 18,470	5.83%
Commercial and industrial	50,788	49,970	1.64%	114,859	114,093	0.67%	8,249	7,467	10.47%
Irrigation	34,694	34,291	1.18%	N/A	N/A	N/A	154	213	-27.70%
Gross revenues	196,349	192,181	2.17%	281,095	276,605	1.62%	27,949	26,150	6.88%
Rate stabilization	-	10,122	100.00%	-	14,609	100.00%	-	1,364	100.00%
Allowance for doubtful accounts	(416)	(667)	-37.63%	(595)	(963)	-38.21%	(59)	(92)	-35.87%
Net revenues	\$ 195,933	\$ 201,636	-2.83%	\$ 280,500	\$ 290,251	-3.36%	\$ 27,890	\$ 27,422	1.71%
Kgal sales (000s omitted)									
Residential	19,941,731	19,632,070	1.58%	17,600,743	17,295,189	1.77%	3,400,615	3,176,069	7.07%
Commercial and industrial	14,437,002	14,423,321	0.09%	12,369,254	12,371,643	-0.02%	1,761,716	1,592,394	10.63%
Irrigation	5,646,107	5,678,470	-0.57%	N/A	N/A	N/A	285,973	508,774	-43.79%
Total kgal sales	40,024,840	39,733,861	0.73%	29,969,997	29,666,832	1.02%	5,448,304	5,277,237	3.24%
Average number of accounts:									
Residential	333,002	326,119	2.11%	299,540	292,490	2.41%	27,325	24,827	10.06%
Commercial and industrial	27,597	27,265	1.22%	19,574	19,383	0.99%	983	894	9.96%
Irrigation	38,708	38,475	0.61%	N/A	N/A	N/A	43	43	0.00%
Total average accounts	399,307	391,859	1.90%	319,114	311,873	2.32%	28,351	25,764	10.04%
Residential averages:									
Revenue per account - \$	332.93	330.92	0.61%	554.97	555.62	-0.12%	715.32	743.95	-3.85%
Kgals per account	59.88	60.20	-0.53%	58.76	59.13	-0.63%	124.45	127.93	-2.72%
Revenue per kgals - \$	5.56	5.50	1.09%	9.44	9.40	0.43%	5.75	5.82	-1.20%

Rain statistics	Month				Year-to-Date			
	2024	2023	Variance	30 Year Avg	2024	2023	Variance	30 Year Avg
Rainfall	13.53	9.00	4.53	7.56	71.85	50.07	21.78	53.40
Rain Days	19	13	6	12	132	104	28	114

Appendix

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Schedule of Cash and Investments
(in thousands - unaudited) September 2024

	Electric System and Bulk Power Supply System	SJRPP System	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Unrestricted cash and investments						
Operations	\$ 31,093	\$ 3,031	\$ 34,124	\$ 1,701	\$ 1,809	\$ 37,634
Rate stabilization:						
Environmental	12,101	-	12,101	-	-	12,101
Purchased Power	246,000	-	246,000	-	-	246,000
DSM/Conservation	937	-	937	-	-	937
Total rate stabilization funds	259,038	-	259,038	-	-	259,038
Customer deposits	50,376	-	50,376	18,346	-	68,722
General reserve	-	1,643	1,643	-	-	1,643
Self insurance reserve funds:						
Self funded health plan	22,243	-	22,243	-	-	22,243
Property insurance reserve	10,000	-	10,000	-	-	10,000
Total self insurance reserve funds	32,243	-	32,243	-	-	32,243
Total unrestricted cash and investments	\$ 372,750	\$ 4,674	\$ 377,424	\$ 20,047	\$ 1,809	\$ 399,280
Restricted assets						
Renewal and replacement funds	\$ (2,160)	\$ 6,983	\$ 4,823	\$ 26,267	\$ 11,444	\$ 42,534
Debt service reserve account	53,352	2,896	56,248	62,614	-	118,862
Debt service funds	54,774	18,206	72,980	86,549	2,595	162,124
Construction funds	-	-	-	19,770	-	19,770
Environmental funds	-	-	-	-	-	-
Subtotal	105,966	28,085	134,051	195,200	14,039	343,290
Unrealized holding gain (loss) on investments	(811)	88	(723)	(622)	-	(1,345)
Other funds	-	312	312	-	-	312
Total restricted cash and investments	\$ 105,155	\$ 28,485	\$ 133,640	\$ 194,578	\$ 14,039	\$ 342,257
Total cash and investments	\$ 477,905	\$ 33,159	\$ 511,064	\$ 214,625	\$ 15,848	\$ 741,537

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Schedule of Cash and Investments
(in thousands) September 2023

	Electric System and Bulk Power Supply System	SJRPP System	Total Electric Enterprise Fund	Water and Sewer Enterprise Fund	District Energy System Fund	Total JEA
Unrestricted cash and investments						
Operations	\$ 4,382	\$ 2,914	\$ 7,296	\$ 1,416	\$ 1,909	\$ 10,621
Rate stabilization:						
Environmental	14,612	-	14,612	-	-	14,612
Purchased Power	246,000	-	246,000	-	-	246,000
DSM/Conservation	5,976	-	5,976	-	-	5,976
Total rate stabilization funds	266,588	-	266,588	-	-	266,588
Customer deposits	46,838	-	46,838	15,386	-	62,224
General reserve	-	904	904	-	-	904
Self insurance reserve funds:						
Self funded health plan	20,134	-	20,134	-	-	20,134
Property insurance reserve	10,000	-	10,000	-	-	10,000
Total self insurance reserve funds	30,134	-	30,134	-	-	30,134
Environmental liability reserve	14,713	-	14,713	-	-	14,713
Total unrestricted cash and investments	\$ 362,655	\$ 3,818	\$ 366,473	\$ 16,802	\$ 1,909	\$ 385,184
Restricted assets						
Renewal and replacement funds	\$ 135,034	\$ 4,581	\$ 139,615	\$ 946	\$ 1,065	\$ 141,626
Debt service reserve account	53,352	3,370	56,722	57,587	-	114,309
Debt service funds	42,024	17,585	59,609	75,477	2,505	137,591
Construction funds	-	-	-	242	-	242
Environmental funds	922	-	922	2,039	-	2,961
Subtotal	231,332	25,536	256,868	136,291	3,570	396,729
Unrealized holding gain (loss) on investments	(6,269)	(53)	(6,322)	(2,481)	-	(8,803)
Other funds	-	335	335	-	-	335
Total restricted cash and investments	\$ 225,063	\$ 25,818	\$ 250,881	\$ 133,810	\$ 3,570	\$ 388,261
Total cash and investments	\$ 587,718	\$ 29,636	\$ 617,354	\$ 150,612	\$ 5,479	\$ 773,445

JEA
INVESTMENT PORTFOLIO REPORT
SEPTEMBER 2024
(unaudited)

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<u>INVESTMENT</u>	<u>BOOK VALUE</u>	<u>YIELD</u>	<u>% OF TOTAL</u>
* Treasuries	\$ 39,025,195	5.00%	5.25%
<u>Agencies</u>			
Federal Farm Credit Bank	71,964,308	5.01%	9.68%
Federal Home Loan Bank	89,993,503	3.89%	12.10%
Federal National Mortgage Assoc.	6,051,000	5.03%	0.81%
Federal Home Loan Mortgage Corp.	24,590,076	4.97%	3.31%
Total	192,598,888	4.48%	25.90%
Municipal Bonds	38,621,930	4.14%	5.19%
Commercial Paper	36,322,396	5.28%	4.88%
U.S. Treasury Money Market Funds (1)	97,763,645	4.96%	13.15%
Agency Money Market Funds (2)	79,530,000	5.10%	10.70%
Florida Palm Fund	40,500,000	5.24%	5.45%
Florida Class Fund	5,000,000	5.24%	0.67%
Florida Prime Fund	30,500,000	5.33%	4.10%
Wells Fargo Bank Accounts (3)			
Electric, Scherer	73,640,421	2.37%	9.90%
SJRPP	18,123,304	2.37%	2.44%
Water & Sewer, DES	91,932,777	2.37%	12.36%
Total Portfolio	\$ 743,558,556	4.22%	100.00%

Backed by Full Faith and Credit of U. S. Government

Weighted Avg. Annual Yield Excluding Bank & Money Market Funds: 4.60%

Some investments listed above may be classified as Cash Equivalents on the Statements of Net Position in accordance with generally accepted accounting principles.

(1) Treasury Funds: Fidelity, Goldman Sachs, State Street

(2) Government Funds: State Street, Wells Fargo Allspring

(3) Month-end bank balances excluding sweep balances

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Schedule of Outstanding Indebtedness
September 2024
(unaudited)

	Interest Rates	Principal Payment Dates	Par Amount Principal Outstanding	Current Portion of Long-Term Debt
Electric Enterprise				
<i>Electric System</i>				
Fixed Rate Senior	3.000-6.056%	2026-2044	\$ 423,430,000	\$ -
Fixed Rate Subordinated	3.375-6.406%	2024-2039	414,015,000	7,805,000
Variable Rate Senior	3.372-3.849%	2024-2040	422,960,000	18,265,000
Variable Rate Subordinated	3.433-3.555%	2024-2038	47,340,000	3,865,000
Total Electric System	3.870% (wtd avg)	2024-2044	1,307,745,000	29,935,000
<i>Bulk Power Supply System</i>				
Fixed Rate Senior	5.400-5.920%	2024-2030	22,270,000	2,580,000
<i>St. Johns River Power Park</i>				
Fixed Rate Senior	3.000-5.450%	2024-2028	76,850,000	16,445,000
Total Electric Enterprise	3.843% (wtd avg)	2024-2044	1,406,865,000	48,960,000
Water and Sewer System				
Fixed Rate Senior	3.000-6.310%	2024-2044	1,167,775,000	42,790,000
Fixed Rate Subordinated	2.750-5.000%	2024-2040	72,245,000	6,455,000
Variable Rate Senior	3.236-3.419%	2024-2042	133,075,000	4,420,000
Variable Rate Subordinated	3.395-3.571%	2024-2038	94,135,000	1,750,000
Other Obligations	5.08%	2027	120,000,000	-
Total Water and Sewer System	3.784% (wtd avg)	2024-2044	1,587,230,000	55,415,000
District Energy System				
Fixed Rate Senior	3.394-4.538%	2024-2034	25,955,000	1,930,000
Other Obligations	6.26%	2027	27,000,000	-
Total District Energy System	5.336% (wtd avg)	2024-2034	52,955,000	1,930,000
Total JEA	3.836% (wtd avg)	2024-2044	3,047,050,000	106,305,000

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Debt Ratio
(unaudited)

	Current YTD
Electric Enterprise	43.1%
Water and Sewer System	41.0%

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Interest Rate Swap Position Report

September 2024

(unaudited)

JEA Debt Management Swaps Variable to Fixed

ID	Dealer	Effective Date	Termination Date	Allocation	Fixed Rate	Floating Rate (1)	Spread	Rate Cap	Index
<i>Electric System</i>									
1	Goldman Sachs	9/18/2003	9/16/2033	\$ 84,800,000	3.717	3.548	0.169	n/a	68% 1 mth Libor fallback (SOFR)
3	Morgan Stanley	1/27/2005	10/1/2039	82,575,000	4.351	3.383	0.968	n/a	SIFMA
4	JPMorgan	1/27/2005	10/1/2035	72,750,000	3.661	3.548	0.113	n/a	68% 1 mth Libor fallback (SOFR)
6	JPMorgan	1/27/2005	10/1/2037	39,175,000	3.716	3.548	0.168	n/a	68% 1 mth Libor fallback (SOFR)
8	Morgan Stanley	1/31/2007	10/1/2031	59,755,000	3.907	3.383	0.524	n/a	SIFMA
10	Goldman Sachs	1/31/2008	10/1/2036	51,680,000	3.836	3.383	0.453	n/a	SIFMA
Total				<u>390,735,000</u>					
<i>Water/Sewer System</i>									
9	Merrill Lynch	3/8/2007	10/1/2041	81,255,000	3.895	3.383	0.512	n/a	SIFMA
Total				<u>81,255,000</u>					
Grand Total				<u>\$ 471,990,000</u>	Wtd Avg Spread		<u>0.435</u>		

Note: (1) The "Floating Rate" column is the average of the floating rate for each instrument for this month.

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Electric System

Production Statistics

September 2024 and 2023 (unaudited)

	Month			Year-to-Date		
	2024	2023	Variance	2024	2023	Variance
Generated power:						
Steam:						
<i>Fuel oil #6</i>						
Fuel expense	\$ 207,688	\$ 144,429	43.80%	\$ 800,518	\$ 5,751,247	-86.08%
Barrels consumed	1,858	1,292	43.81%	7,161	49,235	-85.46%
\$/ per barrel consumed	\$ 111.78	\$ 111.79	-0.01%	\$ 111.79	\$ 116.81	-4.30%
kWh generated (1)	1,067,666	1,550	68781.68%	3,415,585	26,807,976	-87.26%
Cost per MWh	\$ 194.53	\$ 93,180.29	-99.79%	\$ 234.37	\$ 214.53	9.25%
<i>Natural gas units #1-3</i>						
Fuel expense - variable	\$ 6,928,444	\$ 6,357,669	8.98%	\$ 68,835,664	\$ 84,996,628	-19.01%
MMBTUs consumed	6,637,579	2,082,555	218.72%	32,857,450	22,518,676	45.91%
\$/ per MMBTU consumed	\$ 1.04	\$ 3.05	-65.81%	\$ 2.09	\$ 3.77	-44.50%
kWh generated (1)	234,424,477	176,098,000	33.12%	2,129,512,934	1,990,018,458	7.01%
Cost per MWh	\$ 29.56	\$ 36.10	-18.14%	\$ 32.32	\$ 42.71	-24.32%
<i>Biomass units #1-2</i>						
Fuel expense	\$ 20,864	\$ 110,084	-81.05%	\$ 896,952	\$ 1,153,772	-22.26%
kWh generated	543,243	4,296,153	-87.36%	30,664,533	43,237,236	-29.08%
Cost per MWh	\$ 38.41	\$ 25.62	49.89%	\$ 29.25	\$ 26.68	9.62%
<i>Coal</i>						
Fuel expense	\$ 1,299,157	\$ 1,141,766	13.78%	\$ 16,291,074	\$ 29,625,994	-45.01%
kWh generated	9,915,118	10,390,255	-4.57%	133,171,931	328,699,129	-59.49%
Cost per MWh	\$ 131.03	\$ 109.89	19.24%	\$ 122.33	\$ 90.13	35.73%
<i>Pet coke and limestone</i>						
Fuel expense	\$ 1,178,856	\$ 4,715,056	-75.00%	\$ 42,657,020	\$ 80,349,593	-46.91%
kWh generated	22,870,956	74,440,406	-69.28%	699,362,088	1,088,381,637	-35.74%
Cost per MWh	\$ 51.54	\$ 63.34	-18.62%	\$ 60.99	\$ 73.82	-17.38%
Combustion turbine:						
<i>Fuel oil #2</i>						
Fuel expense	\$ 66,509	\$ 100,087	-33.55%	\$ 1,700,380	\$ 2,069,422	-17.83%
Barrels consumed	188	367	-48.77%	10,936	14,869	-26.45%
\$/ per barrel consumed	\$ 353.77	\$ 272.72	29.72%	\$ 155.48	\$ 139.18	11.72%
kWh generated	86,287	68,252	26.42%	3,497,221	5,305,847	-34.09%
Cost per MWh	\$ 770.78	\$ 1,466.43	-47.44%	\$ 486.21	\$ 390.03	24.66%
<i>Natural gas (includes landfill)</i>						
Fuel expense Kennedy & landfill - variable	\$ 555,150	\$ 95,198	483.15%	\$ 4,682,415	\$ 7,331,080	-36.13%
MMBTUs consumed	531,834	37,185	1330.24%	2,129,835	1,974,660	7.86%
\$/ per MMBTU consumed	\$ 1.04	\$ 2.56	-59.23%	\$ 2.20	\$ 3.71	-40.78%
kWh generated (1)	18,605,180	3,291,632	465.23%	135,871,110	174,726,267	-22.24%
Cost per MWh	\$ 29.84	\$ 28.92	3.17%	\$ 34.46	\$ 41.96	-17.86%
Fuel expense BB simple - variable	\$ 926,120	\$ 1,031,781	-10.24%	\$ 7,117,094	\$ 19,517,744	-63.54%
MMBTUs consumed	\$ 889,927	283,682	213.71%	3,615,432	5,239,770	-31.00%
\$/ per MMBTU consumed	\$ 1.04	\$ 3.64	-71.39%	\$ 1.97	\$ 3.72	-47.15%
kWh generated (1)	29,337,000	26,572,900	10.40%	223,543,783	497,533,520	-55.07%
Cost per MWh	\$ 31.57	\$ 38.83	-18.70%	\$ 31.84	\$ 39.23	-18.84%
Fuel expense BB combined - variable	\$ 8,702,640	\$ 10,482,265	-16.98%	\$ 101,485,188	\$ 139,489,890	-27.25%
MMBTUs consumed	8,636,598	2,905,076	197.29%	45,444,076	28,971,292	56.86%
\$/ per MMBTU consumed	\$ 1.01	\$ 3.61	-72.07%	\$ 2.23	\$ 4.81	-53.62%
kWh generated (1)	418,937,211	414,673,445	1.03%	4,856,175,904	4,179,824,289	16.18%
Cost per MWh	\$ 20.77	\$ 25.28	-17.82%	\$ 20.90	\$ 33.37	-37.38%
Fuel expense GEC simple - variable	\$ 2,282,457	\$ 706,954	222.86%	\$ 22,971,517	\$ 28,482,945	-19.35%
MMBTUs consumed	2,191,764	225,824	870.56%	10,712,464	6,734,130	59.08%
\$/ per MMBTU consumed	\$ 1.04	\$ 3.13	-66.73%	\$ 2.14	\$ 4.23	-49.30%
kWh generated	73,954,796	20,141,213	267.18%	692,076,385	612,977,533	12.90%
Cost per MWh	\$ 30.86	\$ 35.10	-12.07%	\$ 33.19	\$ 46.47	-28.57%
Natural gas expense - fixed	\$ 2,965,328	\$ 3,002,631	-1.24%	\$ 37,560,474	\$ 39,227,638	-4.25%
Total generated power:						
Fuel expense	\$ 25,133,214	\$ 27,887,919	-9.88%	\$ 304,998,298	\$ 437,995,954	-30.37%
kWh generated	809,741,934	729,973,806	10.93%	8,907,291,474	8,947,511,892	-0.45%
Cost per MWh	\$ 31.04	\$ 38.20	-18.76%	\$ 34.24	\$ 48.95	-30.05%

(1) Allocation of kWh generated is based upon a ratio of gas MBTU's (adjusted to oil equivalent - 95.5%)

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Electric System
Production Statistics (Continued)
September 2024 and 2023 (unaudited)

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	Month			Year-to-Date		
	2024	2023	Variance	2024	2023	Variance
Cost of fuels						
Natural gas	\$ 22,360,140	\$ 21,676,497	3.15%	\$ 242,652,353	\$ 319,045,926	-23.94%
Petcoke	1,178,856	4,715,056	-75.00%	42,657,020	80,349,593	-46.91%
Coal	1,299,157	1,141,766	13.78%	16,291,074	29,625,994	-45.01%
Fuel oil #2	66,509	100,087	-33.55%	1,700,380	2,069,422	-17.83%
Fuel oil #6	207,688	144,429	43.80%	800,518	5,751,247	-86.08%
Biomass	20,864	110,084	-81.05%	896,952	1,153,772	-22.26%
Total	\$ 25,133,214	\$ 27,887,919	-9.88%	\$ 304,998,298	\$ 437,995,954	-30.37%
Purchased power:						
<i>TEA & other</i>						
Purchases	\$ 28,078,897	\$ 27,795,549	1.02%	\$ 280,129,764	\$ 205,109,576	36.58%
kWh purchased	138,752,480	240,692,405	-42.35%	1,656,608,603	2,222,643,475	-25.47%
Cost per MWh	\$ 244.98	\$ 124.24	97.19%	\$ 201.46	\$ 96.32	109.15%
<i>FPL</i>						
Purchases	\$ 4,720,286	\$ 4,429,815	6.56%	\$ 53,075,373	\$ 64,722,482	-18.00%
kWh purchased	133,215,000	110,195,000	20.89%	1,436,874,000	1,531,281,000	-6.17%
Cost per MWh	\$ 35.43	\$ 40.20	-11.86%	\$ 36.94	\$ 42.27	-12.61%
<i>Plant Scherer</i>						
Purchases	\$ 551,681	\$ 574,940	-4.05%	\$ 7,921,891	\$ 9,235,322	-14.22%
<i>SJRPP</i>						
Purchases	\$ 1,676,350	\$ 1,652,451	1.45%	\$ 20,655,168	\$ 21,023,297	-1.75%
<i>Plant Vogtle</i>						
Purchases	\$ 291,666	\$ 1,994,495	-85.38%	\$ 5,759,523	\$ 3,107,992	85.31%
kWh purchased	111,658,000	72,995,000	52.97%	1,190,564,000	149,735,000	695.11%
Cost per MWh	\$ 2.61	\$ 27.32	-90.44%	\$ 4.84	\$ 20.76	-76.69%
Total purchased power:						
Purchases	\$ 35,318,880	\$ 36,447,249	-3.10%	\$ 367,541,720	\$ 303,198,669	21.22%
kWh purchased	383,625,480	423,882,405	-9.50%	4,284,046,603	3,903,659,475	9.74%
Cost per MWh	\$ 92.07	\$ 85.98	7.07%	\$ 85.79	\$ 77.67	10.46%
Subtotal - generated and purchased power:	\$ 60,452,094	\$ 64,335,168	-6.04%	\$ 672,540,018	\$ 741,194,623	-9.26%
Fuel interchange sales	(240,180)	(80,784)	197.31%	(2,612,720)	(2,254,127)	15.91%
Earnings of The Energy Authority	(2,806,304)	(2,484,108)	12.97%	(12,858,673)	(23,216,214)	-44.61%
EPA Allowance Purchases	-	-		(29,500)	-	
Realized and Unrealized (Gains) Losses	(1,395,452)	583,575	-339.12%	29,824,501	(21,892,720)	-236.23%
Fuel procurement and handling	1,639,966	1,953,722	-16.06%	15,762,557	15,196,764	3.72%
Byproduct reuse	339,290	283,199	19.81%	4,186,918	6,826,239	-38.66%
Total generated and net purchased power:	57,989,415	64,590,772	-10.22%	706,813,100	715,854,564	-1.26%
Cost, net	1,193,367,414	1,153,856,211	3.42%	13,191,338,077	12,851,171,367	2.65%
kWh generated and purchased	\$ 48.59	\$ 55.98	-13.19%	\$ 53.58	\$ 55.70	-3.81%
Cost per MWh						
Reconciliation:						
Generated and purchased power per above	\$ 57,989,415	48.59		\$ 706,813,100	53.58	
SJRPP debt service	\$ (1,477,824)	(1.24)		\$ (18,272,850)	(1.39)	
SJRPP R & R	\$ (198,526)	(0.17)		\$ (2,382,318)	(0.18)	
Scherer power production	\$ (293,063)	(0.25)		\$ (4,400,154)	(0.33)	
Scherer R & R	\$ (258,618)	(0.22)		\$ (3,513,837)	(0.27)	
Scherer taxes	\$ -	-		\$ (7,901)	(0.00)	
MEAG Debt Service	\$ (19,442,958)	(16.29)		\$ (185,108,341)	(14.03)	
MEAG-Prepaid Fuel	\$ 261,514	0.22		\$ (183,728)	(0.01)	
FPL Capacity	\$ (1,400,000)	(1.17)		\$ (16,800,000)	(1.27)	
TEA Solar Capacity	\$ (481,713)	(0.40)		\$ (5,570,314)	(0.42)	
TEA and Other Capacity	\$ (1,626,002)	(1.36)		\$ (18,088,354)	(1.37)	
Rounding	\$ (0)	(0.00)		1	0.00	
Energy expense per budget page	\$ 33,072,224	\$ 27.71		\$ 452,485,305	\$ 34.30	

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Electric System		Month			Prior Year Month	
Budget vs. Actual	ANNUAL BUDGET	BUDGET	ACTUAL	Variance	ACTUAL	Variance
September 2024 and 2023 (unaudited)	2023-24	2023-24	2023-24	%	2022-23	%
Fuel Related Revenues & Expenses						
Fuel Rate Revenues	\$ 446,124,788	\$ 37,771,001	\$ 40,468,774	7.14%	\$ 45,651,739	-11.35%
Fuel Expense and Purchased Power:						
Fuel Expense - Electric System	329,050,928	26,668,168	25,717,019		30,708,416	
Other Purchased Power	116,227,831	11,031,204	7,355,205		14,292,379	
Subtotal Energy Expense	445,278,759	37,699,372	33,072,224	12.27%	45,000,795	26.51%
Transfer to (from) Other Regulatory Funds,	-	-	7,279,844		547,700	
Fuel Related Uncollectibles	846,029	71,629	116,706		103,244	
Total	446,124,788	37,771,001	40,468,774	-7.14%	45,651,739	11.35%
Fuel Balance	-	-	-		-	
Nonfuel Related Revenues						
Base Rate Revenues	821,792,000	76,718,714	76,135,852		73,292,074	
Environmental Charge Revenue	-	-	-		(124)	
Investment Income	18,602,575	1,424,579	2,354,124		4,308,618	
Natural Gas Revenue Pass Through	1,130,738	94,228	77,531		39,003	
Other Revenues	69,364,476	31,590,866	4,107,560		2,534,035	
Total	910,889,789	109,828,387	82,675,067	-24.72%	80,173,606	3.12%
Nonfuel Related Expenses						
Non-Fuel O&M	288,457,396	27,385,403	33,216,179		30,694,855	
DSM / Conservation O&M	6,918,790	1,263,405	1,039,991		729,360	
Environmental O&M	18,684,000	2,636,183	4,434,282		236,150	
Rate Stabilization - DSM	(6,203,870)	(516,989)	(1,039,991)		(729,360)	
Rate Stabilization - Environmental	(3,400,000)	(2,186,666)	(2,294,378)		(1,465,270)	
Natural Gas Expense Pass Through	1,172,267	233,582	79,447		52,703	
Debt Principal - Electric System	29,935,000	2,494,583	2,494,583		1,398,333	
Debt Interest - Electric System	61,836,020	5,736,332	5,437,187		5,704,613	
R&R - Electric System	68,838,850	5,736,571	5,736,571		6,945,100	
Operating Capital Outlay	78,656,954	37,656,953	(1,450,695)		(20,000,000)	
Operating Capital Outlay - Environmental	5,488	5,488	-		1,411,365	
City Contribution Expense	95,209,531	7,934,128	7,934,128		7,957,592	
Taxes & Uncollectibles	2,567,199	945,580	237,942		195,323	
Nonfuel Purchased Power:						
* SJRPP D/S Principal	16,445,000	1,370,417	1,370,417		1,322,083	
* SJRPP D/S Interest	2,612,579	38,287	217,795		267,676	
** Other Non-Fuel Purchased Power	249,154,585	28,299,795	27,205,981		78,714,729	
Total Nonfuel Expenses	910,889,789	119,033,052	84,619,439	28.91%	113,435,252	25.40%
Non-Fuel Balance	-	(9,204,665)	(1,944,372)		(33,261,646)	
Total Balance	\$ -	\$ (9,204,665.00)	\$ (1,944,372.00)		\$ (33,261,646.00)	
Total Revenues	1,357,014,577	147,599,388	123,143,841	-16.57%	125,825,345	-2.13%
Total Expenses	1,357,014,577	156,804,053	125,088,213	20.23%	159,086,991	21.37%
KWH Sold - Territorial	12,200,000,000	1,138,562,777	1,130,193,153	-0.74%	1,129,383,219	0.07%
KWH Sold - Off System	-	-	1,529,000		2,096,000	
	12,200,000,000	1,138,562,777	1,131,722,153	-0.60%	1,131,479,219	0.02%

* Gross debt service

** Includes transmission capacity, SJRPP and Scherer R & R, O & M and Investment Income.

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Electric System		Year-to-Date			Prior Year-to-Date	
Budget vs. Actual	ANNUAL BUDGET	BUDGET	ACTUAL	Variance	ACTUAL	Variance
September 2024 and 2023 (unaudited)	2023-24	2023-24	2023-24	%	2022-23	%
Fuel Related Revenues & Expenses						
Fuel Rate Revenues	\$ 446,124,788	\$ 446,124,788	\$ 461,782,054	3.51%	\$ 605,791,340	-23.77%
Fuel Expense and Purchased Power:						
Fuel Expense - Electric System	329,050,928	329,050,928	354,742,773		438,126,236	
Other Purchased Power	116,227,831	116,227,831	97,742,532		164,280,021	
Subtotal Energy Expense	445,278,759	445,278,759	452,485,305	-1.62%	602,406,257	24.89%
Transfer to (from) Other Regulatory Funds, Net	-	-	8,070,574		1,351,095	
Fuel Related Uncollectibles	846,029	846,029	1,226,175		2,033,988	
Total	446,124,788	446,124,788	461,782,054	-3.51%	605,791,340	23.77%
Fuel Balance	-	-	-		-	
Nonfuel Related Revenues						
Base Rate Revenues	821,792,000	821,792,000	861,244,444		802,962,758	
Conservation Charge Revenue	-	-	1,017		211,812	
Environmental Charge Revenue	-	-	(7)		3,111,378	
Investment Income	18,602,575	18,602,575	23,883,354		19,148,349	
Natural Gas Revenue Pass Through	1,130,738	1,130,738	1,036,665		826,185	
Other Revenues	69,364,476	69,364,476	70,486,734		99,775,812	
Total	910,889,789	910,889,789	956,652,207	5.02%	926,036,294	3.31%
Nonfuel Related Expenses						
Non-Fuel O&M	288,457,396	288,457,396	284,686,090		272,599,383	
DSM / Conservation O&M	6,918,790	6,918,790	5,039,933		5,807,210	
Environmental O&M	18,684,000	18,684,000	17,573,298		1,516,241	
Rate Stabilization - DSM	(6,203,870)	(6,203,870)	(5,038,915)		(2,847,864)	
Rate Stabilization - Environmental	(3,400,000)	(3,400,000)	(2,510,608)		(6,115,680)	
Natural Gas Expense Pass Through	1,172,267	1,172,267	1,172,267		973,976	
Debt Principal - Electric System	29,935,000	29,935,000	29,935,000		16,780,000	
Debt Interest - Electric System	61,836,020	61,836,020	61,836,020		62,608,521	
R&R - Electric System	68,838,850	68,838,850	68,838,850		83,341,200	
Operating Capital Outlay	78,656,954	78,656,954	67,706,206		40,116,772	
Operating Capital Outlay - Environmental	5,488	5,488	5,488		8,794,205	
City Contribution Expense	95,209,531	95,209,531	95,209,531		95,491,107	
Taxes & Uncollectibles	2,567,199	2,567,199	2,567,199		(981,178)	
Nonfuel Purchased Power:						
* SJRPP D/S Principal	16,445,000	16,445,000	16,445,000		15,865,000	
* SJRPP D/S Interest	2,612,579	2,612,579	2,612,579		3,212,107	
** Other Non-Fuel Purchased Power	249,154,585	249,154,585	249,154,585		300,718,393	
Total Nonfuel Expenses	910,889,789	910,889,789	895,232,523	1.72%	897,879,393	0.29%
Non-Fuel Balance	-	-	61,419,684		28,156,901	
Total Balance	\$ -	\$ -	\$ 61,419,684.00		\$ 28,156,901.00	
Total Revenues	1,357,014,577	1,357,014,577	1,418,434,261	4.53%	1,531,827,634	-7.40%
Total Expenses	1,357,014,577	1,357,014,577	1,357,014,577	0.00%	1,503,670,733	9.75%
KWH Sold - Territorial	12,200,000,000	12,200,000,000	12,695,074,814	4.06%	12,313,559,694	3.10%
KWH Sold - Off System	-	-	74,041,000		52,902,000	
	12,200,000,000	12,200,000,000	12,769,115,814	4.66%	12,366,461,694	3.26%

* Gross debt service

** Includes transmission capacity, SJRPP and Scherer R & R, O & M and Investment Income.

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Water and Sewer System

Budget vs. Actual September 2024 and 2023 (unaudited)	Month				Prior Year Month	
	ANNUAL BUDGET 2023-24	BUDGET 2023-24	ACTUAL 2023-24	Variance %	ACTUAL 2022-23	Variance %
REVENUES						
Water & Sewer Revenues	\$ 491,982,718	\$ 39,740,280	\$ 37,854,301		\$ 37,643,545	
Capacity & Extension Fees	97,624,133	9,893,624	7,858,488		4,571,489	
Investment Income	4,745,432	498,315	622,998		869,518	
Other Income	34,430,045	17,591,446	2,186,906		2,445,037	
Total	628,782,328	67,723,665	48,522,693	-28.35%	45,529,589	6.57%
EXPENSES						
O & M Expenses	252,182,023	37,498,119	28,575,853		29,186,182	
Debt Principal - Water & Sewer	55,675,000	4,639,583	5,332,182		4,363,754	
Debt Interest - Water & Sewer	67,625,198	8,935,822	6,543,686		5,143,203	
Rate Stabilization - Environmental	(650,000)	(650,000)	-		(1,857,324)	
R&R - Water & Sewer	30,459,050	2,538,254	2,538,254		2,504,975	
Operating Capital Outlay	63,654,452	20,593,788	1,000,000		2,267,369	
Operating Capital Outlay - Capacity/Extension	97,624,133	9,893,624	7,858,488		4,571,489	
Operating Capital Outlay - Environmental	25,015,281	2,084,607	-		10,005,892	
City Contribution Expense	28,439,210	2,369,934	2,369,934		2,244,449	
Uncollectibles & Fees	1,462,217	560,249	87,000		100,425	
Interlocal Agreements	7,295,764	77,024	17,553		-	
Total Expenses	628,782,328	88,541,004	54,322,950	38.65%	58,530,414	7.19%
Total Balance	\$ -	\$ (20,817,339)	\$ (5,800,257)		\$ (13,000,825)	
Sales kgals						
Water	40,584,236	3,322,018	3,105,504	-6.52%	3,397,453	-8.59%
Sewer	36,507,787	3,081,122	2,700,198	-12.36%	2,819,848	-4.24%
Total	77,092,023	6,403,140	5,805,702	-9.33%	6,217,301	-6.62%

Budget vs. Actual September 2024 and 2023 (unaudited)	Year-To-Date				Prior Year to Date	
	ANNUAL BUDGET 2023-24	BUDGET 2023-24	ACTUAL 2023-24	Variance %	ACTUAL 2022-23	Variance %
REVENUES						
Water & Sewer Revenues	\$ 491,982,718	\$ 491,982,718	\$ 493,928,819		\$ 483,617,369	
Capacity & Extension Fees	97,624,133	97,624,133	89,261,157		64,535,543	
Investment Income	4,745,432	4,745,432	3,184,604		6,335,517	
Other Income	34,430,045	34,430,045	43,482,805		21,519,521	
Total	628,782,328	628,782,328	629,857,385	0.17%	576,007,950	9.35%
EXPENSES						
O & M Expenses	252,182,023	252,182,023	252,182,023		226,803,038	
Debt Principal - Water & Sewer	55,675,000	55,675,000	55,415,000		52,365,000	
Debt Interest - Water & Sewer	67,625,198	67,625,198	67,625,198		54,883,760	
Rate Stabilization - Environmental	(650,000)	(650,000)	(565,632)		(26,643,922)	
R&R - Water & Sewer	30,459,050	30,459,050	30,459,050		30,059,700	
Operating Capital Outlay	63,654,452	63,654,452	44,060,665		103,653,657	
Operating Capital Outlay - Capacity/Extension	97,624,133	97,624,133	89,261,157		64,535,543	
Operating Capital Outlay - Environmental	25,015,281	25,015,281	565,632		22,144,487	
City Contribution Expense	28,439,210	28,439,210	28,439,210		26,933,389	
Uncollectibles & Fees	1,462,217	1,462,217	1,462,217		1,874,365	
Interlocal Agreements	7,295,764	7,295,764	7,295,764		3,338,268	
Total Expenses	628,782,328	628,782,328	576,200,284	8.36%	559,947,285	-2.90%
Total Balance	\$ -	\$ -	\$ 53,657,101		\$ 16,060,665	
Sales kgals						
Water	40,584,236	40,584,236	40,024,840	-1.38%	39,733,861	0.73%
Sewer	36,507,787	36,507,787	35,418,301	-2.98%	34,944,069	1.36%
Total	77,092,023	77,092,023	75,443,141	-2.14%	74,677,930	1.02%

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District Energy System

Budget vs. Actual September 2024 and 2023 (unaudited)	Month				Prior Year Month	
	ANNUAL BUDGET 2023-24	BUDGET 2023-24	ACTUAL 2023-24	Variance %	ACTUAL 2022-23	Variance %
REVENUES						
Revenues	\$ 12,561,440	\$ 1,290,181	\$ 1,276,259		\$ 1,258,263	
Investment Income	200,000.00	200,000.00	39,578.00		20,843.00	
Total	12,761,440	1,490,181	1,315,837	-11.70%	1,279,106	2.87%
EXPENSES						
O & M Expenses	5,703,636	345,615	569,249		1,049,593	
Debt Principal - District Energy System	1,930,000	160,833	160,833		155,833	
Debt Interest - District Energy System	2,040,193	248,805	217,273		154,689	
R&R - District Energy System	643,050	53,588	53,588		37,550	
Operating Capital Outlay	2,444,561	638,944	638,944		708,951	
Total Expenses	12,761,440	1,447,785	1,639,887	-13.27%	2,106,616	22.16%
Total Balance	\$ -	\$ 42,396	\$ (324,050)		\$ (827,510)	

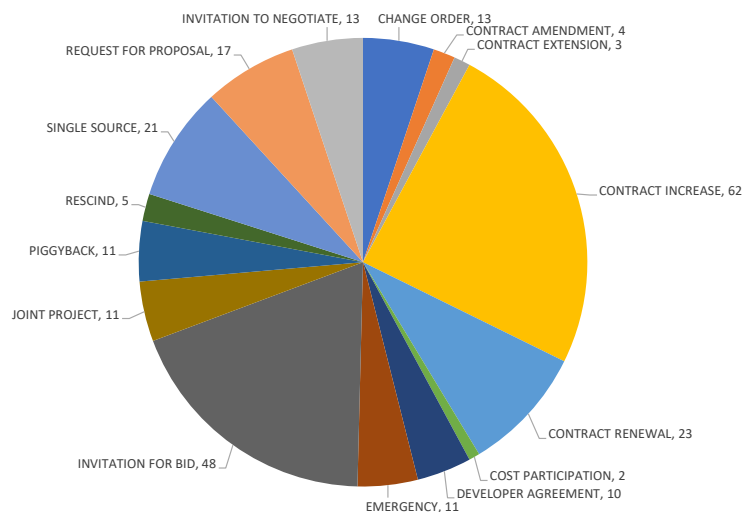
Budget vs. Actual September 2024 and 2023 (unaudited)	Year-To-Date				Prior-Year-to-Date	
	ANNUAL BUDGET 2023-24	BUDGET 2023-24	ACTUAL 2023-24	Variance %	ACTUAL 2022-23	Variance %
REVENUES						
Revenues	\$ 12,561,440	\$ 12,561,440	\$ 12,883,865		\$ 12,761,117	
Investment Income	200,000.00	200,000.00	214,617.00		99,708.00	
Total	12,761,440	12,761,440	13,098,482	2.64%	12,860,825	1.85%
EXPENSES						
O & M Expenses	5,703,636	5,703,636	5,703,636		6,084,101	
Debt Principal - District Energy System	1,930,000	1,930,000	1,930,000		1,870,000	
Debt Interest - District Energy System	2,040,193	2,040,193	2,040,193		1,647,173	
R&R - District Energy System	643,050	643,050	643,050		450,600	
Operating Capital Outlay	2,444,561	2,444,561	2,444,561		2,808,951	
Total Expenses	12,761,440	12,761,440	12,761,440	0.00%	12,860,825	0.77%
Total Balance	\$ -	\$ -	\$ 337,042		\$ -	

FY24 Procurement and JSEB Contracts Awarded Report Summary



Procurement Contract Award Types

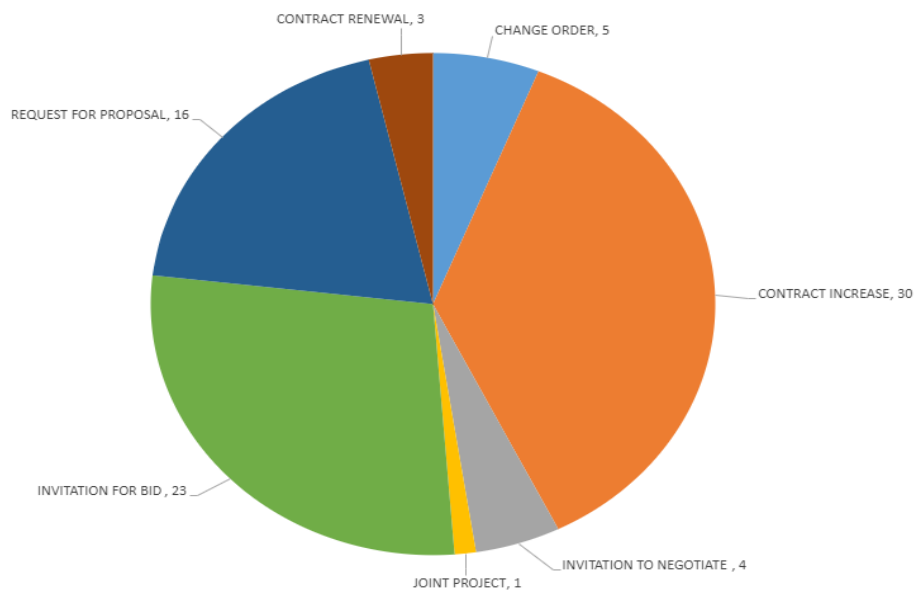
TOTAL NUMBER OF FY24 CONTRACT AWARDS= 254



Please note that some of the Award Types were combined together for better chart layout. A detailed spreadsheet is attached with supporting documentation

JSEB Contract Award Types

TOTAL NUMBER OF FY24 JSEB CONTRACT AWARDS = 82



A detailed spreadsheet is attached with supporting documentation. Please note that multiple JSEBs can be awarded a contract under one contract award.

FY24 Procurement and JSEB Contracts Awarded Report Summary



Procurement Appeals Board (PAB) and Protests

Protest Letter Date	Title	Solicitation Type	Business Unit	Protestant	CPO Hearing Date	CPO Decision Date	PAB Hearing Date	Outcome
4/9/2024	Water and Wastewater Utility System Condition Assessments	Request for Proposals (RFP)	Finance	Arcadis U.S., Inc.	N/A	4/25/2024	N/A	Vendor disagreed with one evaluator's scores, and requested a scoring review. Protest denied due to protest bond not being submitted within required timeframe.

Supplier Survey


JEA has seen several positive improvements in its supplier relationships, according to the 2024 survey results. The number of survey participants doubled compared to the 2023 survey, indicating increased engagement with suppliers. Overall satisfaction with JEA processes remains high, with 64% of respondents being satisfied or very satisfied. Additionally, 100% of respondents expressed interest in working with JEA again or for the first time, highlighting the positive perception of JEA as a business partner. Suppliers particularly noted highly detailed bid packages and process efficiency as strengths of JEA Procurement.

However, some areas need attention to further enhance supplier relationships. Overall satisfaction slightly decreased compared to 2023 results, with more respondents shifting to the neutral category. While JEA is viewed as responsive, thorough, and flexible, supplier dissatisfaction slightly increased in 2024. Suppliers identified opportunities for improvement, including earlier notification of upcoming bid opportunities and a review of the Zycus solicitation system, which was often reported as not user-friendly.

Overall, based on these survey results, JEA maintains a strong reputation as a business partner, and continuous improvement efforts will further solidify its standing in the market.

For supporting documentation, please find it attached.

JEA Board of Directors Meeting - October 29, 2024 - SUPPLEMENTAL INFORMATION

FY24 Procurement JSEB Contracts Awarded Report Detail														
														
Quarter	Award Date	Project Title	Type of Award	Service Type	Business Unit	Awardee	Sub-Contractor/JSEB Vendor Name	Prime Award Amount	JSEB % Goal	JSEB % Awarded	JSEB Amount Awarded	Contract Term	Start Date	End Date
1	10/5/2023	RiverTown Reclaim Water Booster Pump Station	INVITATION FOR BID	Supplies	W/WW	Ferreira Construction Southern Division, Inc.	RZ Service Group LLC	\$2,337,029.00	5.00%	5.00%	\$116,851.45	Project Completion	10/5/2023	8/30/2025
1	10/19/2023	Repair and Installation of Security Fencing	CONTRACT INCREASE	Professional	Electric	Armstrong Fence Co.	The Goodyly Group of Northeast Florida, Inc.	\$1,110,000.00	10.00%	10.00%	\$111,000.00	5 Yrs w/2-1 Yr Renewals	11/20/2019	11/29/2024
1	10/26/2023	General Engineering Services - Pipeline Projects - Less than 16" (JSEB Sheltered)	CONTRACT INCREASE	Engineering	W/WW	Almond Engineering PA	Almond Engineering PA	\$700,000.00	100.00%	100.00%	\$700,000.00	3 Yrs w/2-1 Yr Renewals	4/3/2023	4/2/2024
1	11/2/2023	Water/Wastewater Capital Program Management	CONTRACT INCREASE	Professional	W/WW	Jacobs Engineering Group, Inc.	TBD w/each Task Order	\$13,609,620.00	TBD w/Task Order	TBD w/Task Order	TBD w/Task Order	5 Yrs w/2-1 Yr Renewals	7/1/2019	6/30/2024
1	11/16/2023	Blanding Blvd Driveway Entrance	CONTRACT INCREASE	Construction	Facilities	Kirby Development Inc	Kirby Development Inc	\$584,233.13	100.00%	100.00%	\$584,233.13	Project Completion	6/1/2024	6/30/2024
1	11/30/2023	Engineering Services for the Arlington East Water Reclamation Facility (WRF)	CHANGE ORDER	Professional	W/WW	Hazen and Sawyer P C	CSI Geo Inc	\$7,060,822.00	8.60%	1.80%	\$127,073.00	Project Completion	4/1/2019	9/4/2028
1	11/30/2023	Engineering Services for the Arlington East Water Reclamation Facility (WRF)	CHANGE ORDER	Professional	W/WW	Hazen and Sawyer P C	Four Waters Engineering Inc	\$7,060,822.00	8.60%	4.81%	\$339,455.00	Project Completion	4/1/2019	9/4/2028
1	11/30/2023	Engineering Services for the Arlington East Water Reclamation Facility (WRF)	CHANGE ORDER	Professional	W/WW	Hazen and Sawyer P C	Smith Surveying Group, LLC	\$7,060,822.00	8.60%	2.00%	\$140,935.00	Project Completion	4/1/2019	9/4/2028
1	11/30/2023	Kennedy Generating Station (KGS) Former Wood Treating Site Corrective Measures Implementation	INVITATION FOR BID	Professional	W/WW	Entact, LLC	GEC Trucking & Construction, Inc.	\$21,077,329.09	10.67%	10.50%	\$2,213,119.55	Project Completion	1/2/2024	1/2/2025
1	11/30/2023	Kennedy Generating Station (KGS) Former Wood Treating Site Corrective Measures Implementation	INVITATION FOR BID	Professional	W/WW	Entact, LLC	CSI Geo Inc	\$21,077,329.09	10.67%	0.17%	\$35,831.46	Project Completion	1/2/2024	1/2/2025
1	11/30/2023	District II (Cedar Bay) Water Reclamation Facility Entrance Design	REQUEST FOR PROPOSAL	Professional	Facilities	Matthews Design Group LLC	Simes & Rosch, LLC	\$73,075.00	22.00%	22.17%	\$16,200.00	Project Completion	1/1/2024	8/31/2024
1	11/30/2023	District II (Cedar Bay) Water Reclamation Facility Entrance Design	REQUEST FOR PROPOSAL	Professional	Facilities	Matthews Design Group LLC	Legacy Engineering, Inc.	\$73,075.00	3.00%	3.42%	\$2,500.00	Project Completion	1/1/2024	8/31/2024
1	11/30/2023	Facilities Roofing Repair and Installation Services	CONTRACT INCREASE	Construction	Facilities	Register Roofing & Sheet Metal Inc	Hager Construction Company	\$2,023,450.18	6.00%	6.00%	\$121,407.01	1 Yr w/3-1 Yr Renewals	6/1/2023	5/31/2026
1	12/7/2023	Engineering Services for the 101-62 Fairfax St: 1st St. to 26th St. Water Main Replacement Project	CONTRACT INCREASE	Engineering	W/WW	Four Waters Engineering Inc	Four Waters Engineering Inc	\$138,067.55	100.00%	100.00%	\$138,067.55	Project Completion	2/16/2023	11/30/2026
1	12/14/2023	CMAR Services for SIPS - Greenland 30" WM, Davis 30" RMW & Burnt Mill 24" FM Projects	CONTRACT INCREASE	Construction	W/WW	Garney Construction	D and J Erosion Control Specialists, Inc.	\$43,350,857.96	3.23%	0.12%	\$50,000.00	Project Completion	10/17/2022	4/15/2026
1	12/14/2023	CMAR Services for SIPS - Greenland 30" WM, Davis 30" RMW & Burnt Mill 24" FM Projects	CONTRACT INCREASE	Construction	W/WW	Garney Construction	DI Contracting of Jacksonville, Inc.	\$43,350,857.96	3.23%	2.08%	\$900,000.00	Project Completion	10/17/2022	4/15/2026
1	12/14/2023	CMAR Services for SIPS - Greenland 30" WM, Davis 30" RMW & Burnt Mill 24" FM Projects	CONTRACT INCREASE	Construction	W/WW	Garney Construction	Garmon Trucking, Inc.	\$43,350,857.96	3.23%	0.09%	\$300,000.00	Project Completion	10/17/2022	4/15/2026
1	12/14/2023	CMAR Services for SIPS - Greenland 30" WM, Davis 30" RMW & Burnt Mill 24" FM Projects	CONTRACT INCREASE	Construction	W/WW	Garney Construction	ONAS Corporation	\$43,350,857.96	3.23%	0.35%	\$150,000.00	Project Completion	10/17/2022	4/15/2026
1	12/14/2023	Transmission Engineering Services	CONTRACT INCREASE	Engineering	Electric	Fred Wilson & Associates A CMA Company	Meskel & Associates Engineering, PLLC	\$497,813.00	Optional	5.00%	\$24,890.65	5 Yrs w/2-1 Yr Renewals	11/17/2022	11/16/2025
1	12/14/2023	Transmission Engineering Services	CONTRACT INCREASE	Engineering	Electric	Fred Wilson & Associates A CMA Company	Via Consulting Services Inc	\$497,813.00	Optional	2.00%	\$9,956.26	5 Yrs w/2-1 Yr Renewals	11/17/2022	11/16/2025
1	12/14/2023	Engineering Services Substations	CONTRACT INCREASE	Professional	Electric	Laidos Engineering, LLC	CSI Geo Inc	\$191,223.80	Optional	1.00%	\$1,912.24	3 Yrs w/2-1 Yr Renewals	11/1/2022	10/31/2025
1	12/14/2023	Engineering Services Substations	CONTRACT INCREASE	Professional	Electric	Laidos Engineering, LLC	Alpha Envirotech Consulting, Inc.	\$191,223.80	Optional	1.00%	\$1,912.24	3 Yrs w/2-1 Yr Renewals	11/1/2022	10/31/2025
1	12/14/2023	Engineering Services Substations	CONTRACT INCREASE	Professional	Electric	Laidos Engineering, LLC	Smith Surveying Group, LLC	\$191,223.80	Optional	3.00%	\$5,736.71	3 Yrs w/2-1 Yr Renewals	11/1/2022	10/31/2025
1	12/14/2023	Blacks Ford Water Reclamation Facility Warehouse	CONTRACT INCREASE	Construction	Facilities	KBT Contracting Corporation	KBT Contracting Corporation	\$352,338.00	100.00%	100.00%	\$352,338.00	Project Completion	7/18/2022	1/31/2025
2	1/4/2024	Engineering Services for Environmental General Services - Specialized Environmental	REQUEST FOR PROPOSAL	Engineering	W/WW	Mechling Engineering & Consulting Inc	Mechling Engineering & Consulting Inc	\$2,000,000.00	100.00%	100.00%	\$2,000,000.00	Two (2) - 1 Yr. Renewal	1/18/2024	1/17/2027
2	2/1/2024	Beacon Hills WTP Improvements	REQUEST FOR PROPOSAL	Engineering	W/WW	McKim & Creed, Inc.	Evantilly Engineering	\$788,851.00	18.63%	11.66%	\$91,980.03	Project Completion	2/1/2024	2/1/2025
2	2/1/2024	Beacon Hills WTP Improvements	REQUEST FOR PROPOSAL	Engineering	W/WW	McKim & Creed, Inc.	Smith Surveying Group, LLC	\$788,851.00	18.63%	5.77%	\$45,516.70	Project Completion	2/1/2024	2/1/2025
2	2/1/2024	Beacon Hills WTP Improvements	REQUEST FOR PROPOSAL	Engineering	W/WW	McKim & Creed, Inc.	Meskel & Associates Engineering, PLLC	\$788,851.00	18.63%	1.20%	\$9,466.21	Project Completion	2/1/2024	2/1/2025
2	2/15/2024	JEA McMillan St Pump Station - 42 -in Force Main Rehabilitation	INVITATION FOR BID	Supplies	W/WW	Ferreira Construction Co. Inc	RZ Service Group LLC	\$7,843,769.81	3.78%	3.78%	\$296,582.83	Start Date: 02/22/2024 End Date: 08/30/2025	2/22/2024	8/30/2025
2	2/15/2024	JEA McMillan St Pump Station - 42 -in Force Main Rehabilitation	INVITATION FOR BID	Supplies	W/WW	Ferreira Construction Co. Inc	Smith Surveying Group, LLC	\$7,843,769.81	0.35%	0.35%	\$27,724.05	Start Date: 02/22/2024 End Date: 08/30/2025	2/22/2024	8/30/2025

JEA Board of Directors Meeting - October 29, 2024 - SUPPLEMENTAL INFORMATION

2	2/15/2024	Construction Services for Underground Water, Wastewater, and Reuse Grid Repair and Installation Services	CONTRACT INCREASE	Construction	W/WW	Callaway Contracting, Inc.	JSEB Vendor to be assigned	\$2,500,000.00	TBD w/Task Order	TBD w/Task Order	TBD w/Task Order	Three (3) Years w/ Two - 1 Yr. Renewals Two Renewals Remaining	11/23/2021	12/14/2024
2	2/15/2024	Construction Services for Underground Water, Wastewater, and Reuse Grid Repair and Installation Services	CONTRACT INCREASE	Construction	W/WW	J.B. Cowwell Contracting, Inc.	JSEB Vendor to be assigned	\$2,000,000.00	TBD w/Task Order	TBD w/Task Order	TBD w/Task Order	Three (3) Years w/ Two - 1 Yr. Renewals Two Renewals Remaining	11/23/2021	12/14/2024
2	2/15/2024	Construction Services for Underground Water, Wastewater, and Reuse Grid Repair and Installation Services	CONTRACT INCREASE	Construction	W/WW	T.B. Landmark Construction Inc.	JSEB Vendor to be assigned	\$2,000,000.00	TBD w/Task Order	TBD w/Task Order	TBD w/Task Order	Three (3) Years w/ Two - 1 Yr. Renewals Two Renewals Remaining	11/23/2021	12/14/2024
2	2/15/2024	Construction Services for Underground Water, Wastewater, and Reuse Grid Repair and Installation Services	CONTRACT INCREASE	Construction	W/WW	Pelticoat- Schmitt Civil Contractors, Inc.	JSEB Vendor to be assigned	\$1,600,000.00	TBD w/Task Order	TBD w/Task Order	TBD w/Task Order	Three (3) Years w/ Two - 1 Yr. Renewals Two Renewals Remaining	11/23/2021	12/14/2024
2	2/29/2024	Engineering Services for North Grid THM Mitigation Project	REQUEST FOR PROPOSAL	Engineering	W/WW	Four Waters Engineering (Civil)	Four Waters Engineering (Civil)	\$1,175,771.00	0.89%	0.89%	\$10,450.00	Project Completion	2/22/2024	8/29/2029
2	3/7/2024	Construction Debris Area Management and Disposal	INVITATION TO NEGOTIATE	Construction	W/WW	Garmon Trucking, Inc.	Garmon Trucking, Inc.	\$1,593,697.50	100.00%	100.00%	\$1,593,697.50	Three (3) Years w/Two (2) - 1 Yr. Renewals	3/13/2024	3/12/2027
2	3/21/2024	Design Services for the Circuits 817 and 858 North Jacksonville Area 138KV Transmission Shop	REQUEST FOR PROPOSAL	Engineering	Electric	Pickett and Associates	Meskel & Assoc.	\$2,517,843.00	7.00%	7.00%	\$176,249.01	Project Completion	4/12/2024	5/31/2029
2	3/21/2024	Westside Service Center Glove Lab and Administration Building	INVITATION FOR BID	Construction	Facilities	Breaking Ground Contracting	N/A - JSEB is a Prime	\$2,300,425.00	100.00%	100.00%	\$2,300,425.00	Project Completion	4/1/2024	12/1/2024
2	3/21/2024	Restoration of Disturbed Sod and Landscape South and East Territory	INVITATION TO NEGOTIATE	Construction	W/WW	American Construction Enterprises of N.E. FL	N/A - JSEB is a Prime	\$2,460,425.00	100.00%	100.00%	\$2,460,425.00	Project Completion	4/1/2024	3/31/2029
2	3/21/2024	Restoration of Disturbed Sod and Landscape North and West Territory	INVITATION TO NEGOTIATE	Construction	W/WW	C&L Landscape, Inc.	N/A - JSEB is a Prime	\$2,345,400.00	100.00%	100.00%	\$2,345,400.00	Project Completion	4/1/2024	3/31/2029
2	3/21/2024	Engineering Services Substations	CONTRACT INCREASE	Engineering	Electric	Laidos Engineering, LLC	CSI Geo Inc	\$671,544.63	5.00%	1.00%	\$6,715.95	Three (3) Year w/ Two (2) 1-Yr. Renewals	11/1/2022	10/31/2025
2	3/21/2024	Engineering Services Substations	CONTRACT INCREASE	Engineering	Electric	Laidos Engineering, LLC	Alpha Envirotech Consulting, Inc.	\$671,544.63	5.00%	1.00%	\$6,715.95	Three (3) Year w/ Two (2) 1-Yr. Renewals	11/1/2022	10/31/2025
2	3/21/2024	Engineering Services Substations	CONTRACT INCREASE	Engineering	Electric	Laidos Engineering, LLC	Smith Surveying Group, LLC	\$671,544.63	5.00%	3.00%	\$20,147.84	Three (3) Year w/ Two (2) 1-Yr. Renewals	11/1/2022	10/31/2025
2	3/21/2024	Engineering Services Substations	CONTRACT INCREASE	Engineering	Electric	Chen Moore & Associates, Inc	Meskel & Associates Engineering, PLLC	\$1,574,557.00	7.00%	5.00%	\$78,727.85	Three (3) Year w/ Two (2) 1-Yr. Renewals	11/1/2022	10/31/2025
2	3/21/2024	Engineering Services Substations	CONTRACT INCREASE	Engineering	Electric	Chen Moore & Associates, Inc	VIA Consulting Services, Inc.	\$1,574,557.00	7.00%	2.00%	\$31,491.14	Three (3) Year w/ Two (2) 1-Yr. Renewals	11/1/2022	10/31/2025
2	3/21/2024	General Engineering Services - Electric Generating Plants	REQUEST FOR PROPOSAL	Engineering	Electric	Black & Veatch	Meskel & Associates Engineering	\$2,318,400.00	5.00%	5.00%	\$115,920.00	Three (3) Years w/ Two (2) - 1 Yr. Renewals	4/1/2024	3/31/2027
2	3/21/2024	General Engineering Services - Electric Generating Plants	REQUEST FOR PROPOSAL	Engineering	Electric	Burns & McDonnell	TRC Energy Engineering, LLC	\$772,800.00	5.00%	5.00%	\$38,640.00	Three (3) Years w/ Two (2) - 1 Yr. Renewals	4/1/2024	3/31/2027
2	3/21/2024	General Engineering Services - Electric Generating Plants	REQUEST FOR PROPOSAL	Engineering	Electric	Emercon	Smith Surveying Group, LLC	\$772,800.00	5.00%	1.00%	\$7,728.00	Three (3) Years w/ Two (2) - 1 Yr. Renewals	4/1/2024	3/31/2027
2	3/21/2024	General Engineering Services - Electric Generating Plants	REQUEST FOR PROPOSAL	Engineering	Electric	Emercon	CSI Geo, Inc	\$772,800.00	5.00%	2.00%	\$15,456.00	Three (3) Years w/ Two (2) - 1 Yr. Renewals	4/1/2024	3/31/2027
2	3/21/2024	General Engineering Services - Electric Generating Plants	REQUEST FOR PROPOSAL	Engineering	Electric	Emercon	AE Engineering, Inc	\$772,800.00	5.00%	2.00%	\$15,456.00	Three (3) Years w/ Two (2) - 1 Yr. Renewals	4/1/2024	3/31/2027
3	4/11/2024	Facilities Landscaping Maintenance - Sheltered	CONTRACT RENEWAL	Professional	Facilities	Freedom Landscape	Freedom Landscape	\$414,380.62	100.00%	100.00%	\$414,380.62	One (1) Year w/Two (2) - One (1) Yr. Renewals	4/18/2023	3/31/2025
3	4/11/2024	Facilities Landscaping Maintenance - Sheltered	CONTRACT RENEWAL	Professional	Facilities	Lawn Maintenance Inc	Lawn Maintenance Inc	\$414,380.62	100.00%	100.00%	\$414,380.62	One (1) Year w/Two (2) - One (1) Yr. Renewals	4/18/2023	3/31/2025
3	4/11/2024	Facilities Landscaping Maintenance - Sheltered	CHANGE ORDER	Professional	Facilities	Advance Technology Management, Inc	Advance Technology Management, Inc	\$237,755.02	100.00%	100.00%	\$237,755.02	Three (3) Years w/Two (2) - One (1) Yr. Renewals	4/18/2019	3/31/2025
3	4/11/2024	Nocatee South Reclaimed Water Improvements	INVITATION FOR BID	Professional	W/WW	T.B. Landmark Construction Inc.	RZ Service Group LLC	\$3,219,319.32	4.50%	4.50%	\$145,000.00	Project Completion	4/18/2024	12/3/2025
3	4/18/2024	Facilities Landscaping Maintenance - Sheltered	CONTRACT RENEWAL	Professional	Facilities	Eagle Lawn Care of N. E. Florida, Inc	Eagle Lawn Care of N. E. Florida, Inc	\$78,819.00	100.00%	10000.00%	\$78,819.00	One (1) Year w/Two (2) - One (1) Yr. Renewals	4/18/2023	3/31/2025
3	5/2/2024	Construction Services for Monterey Wastewater Treatment Facility (WWTF) Improvements	INVITATION FOR BID	Construction	W/WW	Sawcross, Inc.	RZ Services	\$36,730,960.00	0.99%	0.99%	\$363,080.00	Project Completion	5/2/2024	9/30/2029
3	5/2/2024	Construction Services for Monterey Wastewater Treatment Facility (WWTF) Improvements	INVITATION FOR BID	Construction	W/WW	Sawcross, Inc.	Allstar Irrigation	\$36,730,960.00	0.20%	0.20%	\$72,471.00	Project Completion	5/2/2024	9/30/2029
3	5/9/2024	Facilities Landscaping Maintenance - Sheltered	CONTRACT INCREASE	Professional	Facilities	RZ Service Group LLC	RZ Service Group LLC	\$2,960.00	100.00%	100.00%	\$2,960.00	One (1) Year w/Two (2) - One (1) Yr. Renewals	4/18/2023	3/31/2025
3	5/9/2024	Facilities Landscaping Maintenance - Sheltered	CONTRACT INCREASE	Professional	Facilities	J & D Maintenance and Services	J & D Maintenance and Services	\$71,562.00	100.00%	100.00%	\$71,562.00	One (1) Year w/Two (2) - One (1) Yr. Renewals	4/18/2023	3/31/2025
3	5/30/2024	Design Services for Nocatee North Reclaim Water Storage Tank	CONTRACT INCREASE	Engineering	W/WW	McKim & Creed	Evantilly Engineering (Electrical)	\$1,058,888.00	3.00%	3.00%	\$31,766.64	Project Completion	7/1/2024	10/27/2027
3	5/30/2024	Design Services for Nocatee North Reclaim Water Storage Tank	REQUEST FOR PROPOSAL	Engineering	W/WW	McKim & Creed	Smith Surveying Group(Survey)	\$1,058,888.00	4.50%	4.50%	\$47,649.96	Project Completion	7/1/2024	10/27/2027
3	5/30/2024	Design Services for Nocatee North Reclaim Water Storage Tank	REQUEST FOR PROPOSAL	Engineering	W/WW	McKim & Creed	Meskel & Associates Engineering (Geo/Environmental)	\$1,058,888.00	2.50%	2.50%	\$26,472.20	Project Completion	7/1/2024	10/27/2027

JEA Board of Directors Meeting - October 29, 2024 - SUPPLEMENTAL INFORMATION

3	6/6/2024	W 25th St at Mario Street - JEA Force main Extension and Manhole Replacements	INVITATION FOR BID	Engineering	W/WW	United Brothers Development Corp	Legacy Engineering	\$2,119,248.00	0.47%	0.47%	\$10,000.00	Project Completion	6/6/2024	12/12/2024
3	6/6/2024	W 25th St at Mario Street - JEA Force main Extension and Manhole Replacements	INVITATION FOR BID	Engineering	W/WW	United Brothers Development Corp	RZ Service Group	\$2,119,248.00	3.79%	3.79%	\$80,398.00	Project Completion	6/6/2024	12/12/2024
3	6/6/2024	W 25th St at Mario Street - JEA Force main Extension and Manhole Replacements	INVITATION FOR BID	Engineering	W/WW	United Brothers Development Corp	D & J Erosion Control Services	\$2,119,248.00	0.40%	0.40%	\$8,500.00	Project Completion	6/6/2024	12/12/2024
3	6/13/2024	Facilities Landscaping Maintenance - Sheltered	CONTRACT INCREASE	Professional	Facilities	J & D Maintenance and Services	J & D Maintenance and Services	\$142,710.00	100.00%	100.00%	\$142,710.00	Three (3) Years w/Two (2) - One (1) Yr. Renewals	4/18/2019	3/31/2025
3	6/20/2024	Kennedy Substation Control Cable and Protection System Replacement	INVITATION FOR BID	Construction	TS/CS	Reliable Substation Services, Inc.	Breaking Ground (Control House)	\$3,960,000.00	20.08%	20.08%	\$795,000.00	Project Completion	6/6/2024	11/30/2024
3	6/27/2024	Nassau County - Chester Rd- David Hallman to Pages Dairy Rd	JOINT PROJECT	Construction	W/WW	CSI-Geo, Inc.	N/A - JSEB is a Prime	\$312,772.89	100.00%	100.00%	\$312,772.89	Project Completion	9/17/2024	1/31/2026
4	7/11/2024	Engineering Services for the Monterey Wastewater Treatment Facility (WWTF) Improvements Project	CHANGE ORDER	Engineering	W/WW	Constantine Engineering, LLC	Four Waters Engineering	\$645,064.77	0.93%	0.93%	\$6,000.00	Project Completion	2/4/2021	10/28/2029
4	7/11/2024	HF8J Normandy Substation New Control House Construction	INVITATION FOR BID	Construction	Electric	National Electrical Engineering Consultants LLC	Garmon Trucking, Inc.	\$3,291,942.48	3.00%	2.37%	\$78,000.00	Project Completion	8/1/2024	6/2/2025
4	7/25/2024	Setup, Implementation, and Management of Drive Electric Program (DEP)	INVITATION TO NEGOTIATE	Professional	TS/CS	Sagewell, Inc.	Carla Mechele Media, LLC	\$1,389,132.15	1.08%	1.08%	\$15,000.00	Three (3) Years with Two (2) - 1 Yr. Renewals	8/15/2024	8/17/2027
4	8/1/2024	CCNA Substation and Transmission Project Management Services	REQUEST FOR PROPOSAL	Professional	Electric	Burns & McDonnell	TRC Energy Engineering LLC	\$2,750,000.00	5.00%	5.00%	\$137,500.00	Five (5) Years w/ Two (2) - 1 Yr. Renewals	8/1/2024	7/31/2029
4	8/1/2024	Construction of the Clark and Main Force Main Replacement	INVITATION FOR BID	Construction	W/WW	Callaway Contracting, Inc.	DI Contracting, Inc	\$2,275,050.19	0.50%	0.50%	\$11,375.25	Project Completion	8/30/2024	8/31/2025
4	8/1/2024	Construction of the Clark and Main Force Main Replacement	INVITATION FOR BID	Construction	W/WW	Callaway Contracting, Inc.	RX Services Group LLC	\$2,275,050.19	7.50%	7.50%	\$170,628.76	Project Completion	8/30/2024	8/31/2025
4	8/29/2024	Arlington East WRF Exploratory Well	INVITATION FOR BID	Professional	W/WW	Youngquist Brothers, LLC	Y. Michael Enterprises LLC dba M&M Hauling and Land	\$15,236,041.75	0.76%	0.76%	\$116,364.50	Project Completion Start: 10/30/2024 End: 07/31/2026 (Estimated)	10/30/2024	7/22/2024
4	9/5/2024	Woodley Creek Pump Station Rehab	INVITATION FOR BID	Construction	W/WW	PBM Constructors, Inc.	RZ Services Group	\$1,251,790.35	4.39%	4.39%	\$55,000.00	Project Completion	10/30/2024	1/23/2026
4	9/5/2024	Woodley Creek Pump Station Rehab	INVITATION FOR BID	Construction	W/WW	PBM Constructors, Inc.	Heckman Electric	\$1,251,790.35	5.99%	5.99%	\$75,000.00	Project Completion	10/30/2024	1/23/2026
4	9/12/2024	Water/Wastewater Project Support Services	CONTRACT INCREASE	Professional	W/WW	Keville Enterprises, Inc.	AREC Safety Consulting LLC (Safety)	\$3,178,290.00	21.83%	21.83%	\$693,770.00	Five (5) Years w/Two (2) - 1 Yr. Renewals	7/1/2019	6/30/2025
4	9/12/2024	7732 Merrill Rd & 2530 Mayapple - Pump Station Upgrades	INVITATION FOR BID	Construction	W/WW	Ferreira Construction Co., Inc.	Landscape Construction, LLC (Landscaping/Sitework)	\$8,117,087.91	0.43%	0.43%	\$35,000.00	Project Completion	10/1/2024	5/28/2026
4	9/12/2024	7732 Merrill Rd & 2530 Mayapple - Pump Station Upgrades	INVITATION FOR BID	Construction	W/WW	Ferreira Construction Co., Inc.	Smith Surveying (Surveying)	\$8,117,087.91	0.68%	0.68%	\$55,000.00	Project Completion	10/1/2024	5/28/2026
4	9/12/2024	7732 Merrill Rd & 2530 Mayapple - Pump Station Upgrades	INVITATION FOR BID	Construction	W/WW	Ferreira Construction Co., Inc.	True Patriots (Electrical Installation)	\$8,117,087.91	8.70%	8.70%	\$706,496.59	Project Completion	10/1/2024	5/28/2026
4	9/19/2024	Blacks Ford WRF Package Plant Site Work	INVITATION FOR BID	Construction	W/WW	Sawcross, Inc.	RZ Services Group	\$2,371,325.00	3.53%	3.53%	\$91,710.00	Start Date: 10/15/2024 End Date: 04/30/2025	10/15/2024	4/30/2025
								\$462,549,071.72		0%	\$23,632,977.36			

FY24 Procurement Contracts Awarded Report Detail



Quarter	Award Date	Title	Service Type	Type of Award (MUST USE DROP DOWN)	Business Unit	Awardee	Contract Term	Start Date	End Date	Contract Amount
1	10/5/2023	RiverTown Reclaim Water Booster Pump Station	Engineering/Construction Services	INVITATION FOR BID (IFB)	W/WW	Ferreira Construction Co., Inc. dba Ferreira Construction Southern Division, Inc.	Project Completion (Expected: August 2025)	10/5/2023	8/30/2025	\$2,337,029.00
1	10/5/2023	NGS Modified Phase 2 Sediment Remedy Corrective Measures	Environmental Services	INVITATION FOR BID (IFB)	W/WW	Action Environmental, LLC	Project Completion (Expected: January 2024)	11/20/2023	1/30/2024	\$869,718.75
1	10/5/2023	JEA LIGHT AND MEDIUM DUTY VEHICLE PROCUREMENT ACQUISITION	Vehicles	CONTRACT AMENDMENT	Fleet	Duval Ford	One-time purchase, Expected delivery 03/31/2024	10/1/2021	12/31/2026	\$927,109.54
1	10/5/2023	MDV Ford Super Duty Trucks	Vehicles	INVITATION FOR BID (IFB)	Fleet	Multiple	One-time purchase, Expected delivery 03/31/2025	10/4/2023	3/31/2025	\$5,079,530.83
						Duval Ford				\$4,873,443.73
						Garber Ford, Inc.				\$131,091.10
						Bozard Ford Company				\$74,996.00
1	10/5/2023	NGS Flume Intake / Discharge Repairs	Plant Services	REQUEST FOR PROPOSAL (RFP)	Electric	Multiple	Project Completion	10/5/2023	10/1/2024	\$2,087,845.74
						Premier Corrosion Protection Services, Inc.				\$811,965.00
						Underwater Mechanix Services, LLC				\$1,275,880.74
1	10/12/2023	IFB - Design, Permitting, Construction, and Installation of Fiber Ring - JEA JTA Bay Street Corridor	Engineering/Construction Services	INVITATION FOR BID (IFB)	TS/CS	CBVR Telecom Design Group	Project Completion (Estimated Completion Spring 2025)	10/12/2023	3/31/2025	\$5,450,000.00
1	10/12/2023	Single Source - Oracle C2M Licenses and Support Renewal	Hardware/Software/Support Services	SINGLE SOURCE	TS/CS	Oracle America, Inc.	One (1) Year Start Date: 10/1/2023 End Date: 09/30/2024	10/1/2023	9/30/2024	\$872,127.58
1	10/12/2023	Single Source - Oracle E-Business Suite (EBS) Oracle Databases, Middleware, and Hardware w/ Maintenance and Support	Hardware/Software/Support Services	SINGLE SOURCE	TS/CS	Oracle America, Inc.	"One (1) Year Begin: 10/1/2023 End: 09/30/2024"	10/1/2023	9/30/2024	\$2,459,816.01
1	10/12/2023	JEA Electric Plant Valve Repair Services & Materials	Plant Services	CONTRACT INCREASE	Electric	Multiple	Three (3) Year w/ Two (2) - 1 Yr. Renewals	11/1/2022	10/31/2025	\$1,335,000.00
						Floworks USA LP dba Severe Services Specialists				\$1,335,000.00
						Control Southern				no change
1	10/19/2023	Management Consulting	Professional Services	INVITATION TO NEGOTIATE (ITN)	Facilities	ScottMadden Inc.	Five (5) Years w/One (1) - 1 Yr. Renewal One Renewal Remaining	8/26/2023	8/25/2028	\$582,216.00
1	10/19/2023	Rivertown Parcel 19	Real Estate Services	DEVELOPER AGREEMENT	W/WW	Mattamy Jacksonville LLC/ Burnam Construction, Inc.	Project Completion (Estimated September 2024)	10/19/2023	9/30/2024	\$811,160.12
1	10/19/2023	Repair and Installation of Security Fencing	Repair/Maintenance	CONTRACT INCREASE	Electric	Armstrong Fence Co.	Five (5) Years, Two (2) - 1 Yr. Renewals	11/30/2019	11/29/2024	\$1,110,000.00
1	10/19/2023	Northside Generating Station Refractory Repair Services	Plant Services	CONTRACT INCREASE	Electric	Plibrico Company, LLC	Five (5) Years, Two (2) - 1 Yr. Renewals	8/30/2019	8/29/2024	\$2,795,000.00
1	10/19/2023	Katie Cove	Real Estate Services	DEVELOPER AGREEMENT	W/WW	Katie Cove Development, LLC/ Earthworks of Florida, LLC	Project Completion (Estimated September 2024)	10/19/2023	9/30/2024	\$472,949.06
1	10/19/2023	Blackrock	Real Estate Services	DEVELOPER AGREEMENT	W/WW	AMH Development Florida GC TRS, LLC/ TB Landmark Construction Inc.	Project Completion (Estimated September 2024)	10/19/2023	9/30/2024	\$1,593,403.00
1	10/19/2023	Repair and Maintenance of Generators	Repair/Maintenance	CONTRACT RENEWAL	W/WW	Zabatt Power Systems	Three (3) Years w/Two (2) - 1 Yr. Renewals No Renewals Remaining	11/1/2019	10/31/2024	\$2,442,522.86

JEA Board of Directors Meeting - October 29, 2024 - SUPPLEMENTAL INFORMATION

1	10/26/2023	JP FDOT Herschel - San Juan to I-95	Professional Services	JOINT PROJECT	W/WW	Florida Dept of Transportation	Project Completion (Expected: 11/30/2023)	10/26/2023	11/30/2023	\$421,548.60
1	10/26/2023	NGS - N35 Electrical Equipment Upgrades	Equipment/Material Purchase	SINGLE SOURCE	Electric	ABB Inc.	Project Completion (Estimated February 2025)	11/1/2023	2/28/2025	\$527,000.00
1	10/26/2023	LDV and Van Solicitation	Equipment/Material Purchase	INVITATION FOR BID (IFB)	Fleet	Multiple	One-time purchase, Expected delivery 11/30/2024	11/5/2023	9/30/2025	\$2,392,454.99
						Duval Ford				\$149,502.99
						Bozard Ford Company				\$1,555,834.00
						Garber Ford, Inc.				\$687,118.00
1	10/26/2023	River's Edge Streetlight Material for Project Spot Buy	Equipment/Material Purchase	INVITATION FOR BID (IFB)	Fleet	Gresco Supply, Inc.	One-time purchase, Expected delivery 03/31/2024	10/26/2023	3/31/2024	\$767,772.88
1	10/26/2023	General Engineering Services - Pipeline Projects - Less than 16" (JSEB Sheltered)	Professional Services	CONTRACT INCREASE	W/WW	Almond Engineering	Three (3) Years with w/Two (2) - One (1) Yr. Renewal One (1) Yr. Renewal Used - One (1) Yr. Renewal Available	4/3/2020	4/2/2024	\$700,000.00
1	11/2/2023	Single Source - NGS N00 Limestone Piping Replacement Project	Repair/Maintenance	SINGLE SOURCE	Electric	UCC Environmental	Project Completion (Estimated September 2024)	11/2/2023	9/30/2024	\$1,978,600.00
1	11/2/2023	062-18 Substation Transformers	Equipment/Material Purchase	CONTRACT INCREASE	Electric	SPX Waukesha (Now - GE Prolec Waukesha, Inc.)	Five (5) Years w/ One (1) - 1 Yr. Renewals Start: 10/18/2017 End: 10/17/2024	10/18/2017	10/17/2024	\$1,542,535.05
1	11/2/2023	Piggyback - Telephony, Network, Internet & Telecommunications Services	Facility Services	CONTRACT RENEWAL	TS/CS	AT&T	One (1) Year w/ One - 1 Yr. Renewal Start: (12/01/2023) End: (11/30/2024)	12/1/2023	11/30/2024	\$1,409,069.83
1	11/2/2023	Single Source - FY24 Altec Stock Unit Purchase from Global Rental Company	Equipment/Material Purchase	SINGLE SOURCE	Fleet	Global Rental Company, Inc.	One-time purchase, Expected delivery 09/30/2024	11/6/2023	9/30/2025	\$4,690,485.00
1	11/9/2023	Single Source- Customer MyWay Pre-Paid Account Management Software Support	Hardware/Software/Support Services	CONTRACT RENEWAL	TS/CS	Exceleron Software, LLC	Three (3) Years w/ Two (2)- One (1) Yr. Renewals One (1) Yr. Renewal Used One (1) Yr. Renewal Remaining	1/4/2020	1/3/2025	\$839,197.12
1	11/9/2023	Engineering Services for Monterey WWTF Improvements	Engineering/Construction Services	CHANGE ORDER	W/WW	Constantine Engineering, LLC	Start Date: 06/04/2021 End Date: 09/11/2026 (Projected)	6/4/2021	9/11/2026	\$574,487.00
1	11/9/2023	Construction Management-at-Risk (CMAR) Services for the Greenland WRF	Engineering/Construction Services	CHANGE ORDER	W/WW	The Haskell Company	Start Date: 10/19/2019 End Date: 02/01/2025 (Projected)	10/19/2019	2/1/2025	\$1,172,748.93
1	11/9/2023	JEAs & JTA Interagency Agreement for San Pablo and Alta Dr.	Engineering/Construction Services	JOINT PROJECT	W/WW	JTA	Start Date: 11/15/2023 End Date: 12/31/2024 Renewal Options: One (1) Two (2) Year Periods	11/15/2023	12/31/2024	\$1,500,000.00
1	11/9/2023	Water/Wastewater Capital Program Management	Engineering/Construction Services	CONTRACT INCREASE	W/WW	Jacobs Engineering Group, Inc.	Five (5) Years w/Two (2) - 1 Yr. Renewals Start: 07/01/2019 End: 06/30/2024 Two (2) - 1 Yr. Renewals Remaining	7/1/2019	06/30/2024	\$13,609,620.00
1	11/9/2023	NGS Flume Intake / Discharge Repairs	Engineering/Construction Services	CHANGE ORDER	Electric	Underwater Mechanix Services, LLC	Project Completion	10/15/2023	11/23/2023	\$386,712.74

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1	11/16/2023	JEA Global Positioning System (GPS) and Telematics with Mobile Hot Spot Capability	Hardware/Software/Support Services	CONTRACT RENEWAL	TS/CS	PreCise MRM LLC	Three (3) Years w/ Two (2)- One (1) Yr. Renewals, One (1) Yr. Renewal Used, One (1) Yr. Renewal Remaining	12/31/2019	12/30/2024	\$625,335.00
1	11/16/2023	Blanding Blvd Driveway Entrance	Engineering/Construction Services	CONTRACT INCREASE	Facilities	Kirby Development Inc.	Project Completion	6/1/2023	6/30/2024	\$584,233.13
1	11/16/2023	GEC Silencer Replacement Project	Equipment/Material Purchase	REQUEST FOR PROPOSAL (RFP)	Electric	Southeast Value Inc. (DBA - SVI Dynamics)	Project Completion	11/15/2023	9/30/2024	\$6,718,160.00
1	11/16/2023	Residential Water Meters for Inventory Stock	Inventory Material	CONTRACT INCREASE	Fleet	Multiple	Two (2) Years w/One (1) - 1 Yr. Renewal	5/15/2021	5/10/2024	\$0.00
				CONTRACT INCREASE		Badger Meter, Inc.				\$1,680,000.00
				CONTRACT DECREASE		Sensus USA, Inc.				(\$1,680,000.00)
1	11/30/2023	Engineering Services for the Arlington East Water Reclamation Facility (WRF)	Engineering/Construction Services	CHANGE ORDER	W/WW	Hazen and Sawyer	Project Completion Start: 04/01/2019 End (Estimated): 08/04/2028	4/1/2019	8/4/2028	\$7,060,822.00
1	11/30/2023	University Blvd (SR109) - Phillips Hwy to Ca	Engineering/Construction Services	JOINT PROJECT	W/WW	Florida Department of Transportation (FDOT)	Project Completion Start:12/15/2023 End (Estimated): 12/15/2026	12/15/2023	12/15/2026	\$2,169,957.00
1	11/30/2023	Kennedy Generating Station (KGS) Former Wood Treating Site Corrective Measures Implementation	Engineering/Construction Services	INVITATION FOR BID (IFB)	W/WW	Entact, LLC	Project Completion Start: 01/02/2024 End (Estimated): 01/02/2025	1/2/2024	1/2/2025	\$21,077,329.09
1	11/30/2023	District II (Cedar Bay) Water Reclamation Facility Entrance Design	Engineering/Construction Services	REQUEST FOR PROPOSAL (RFP)	Facilities	Matthews Design Group, LLC	Project Completion Start Date: 01/01/2024 End Date (Estimated): 08/31/2024	1/1/2024	8/31/2024	\$73,075.00
1	11/30/2023	Medical ASO, Pharmacy Benefit Management Services, Stop Loss and Chronic Condition Management Services	Professional Services	CONTRACT RENEWAL	Facilities	Blue Cross and Blue Shield of Florida, Inc. DBA Florida Blue	One (1) Year w/Four (4) – One (1) Yr. Renewals Start Date: 01/01/2023 End Date: 12/31/2024	1/1/2023	12/31/2024	\$33,082,500.00
1	11/30/2023	Dental Insurance Plans	Professional Services	CONTRACT RENEWAL	Facilities	Metropolitan Life Insurance Company	One (1) Year w/Four (4) – One (1) Yr. Renewals Start Date: 01/01/2022 End Date: 12/31/2024	1/1/2022	12/31/2024	\$1,500,000.00
1	11/30/2023	- Basic Life/Accidental Death & Dismemberment (AD&D), Voluntary Life/AD&D, Stand-Alone Voluntary AD&D, Short Term Disability, Long Term Disability And Family Medical Leave Act (FMLA) Administration Services	Professional Services	CONTRACT RENEWAL	Facilities	Standard Insurance Company	One (1) Year w/Four (4) – One (1) Yr. Renewals Start Date: 01/01/2023 End Date: 12/31/2024	1/1/2023	12/31/2024	\$2,880,000.00
1	11/30/2023	Facilities Roofing Repair and Installation Services	Facility Services	CONTRACT RENEWAL	Facilities	Register Roofing & Sheet Metal Inc.	One (1) Year w/Three (3) – One (1) Yr. Renewals Start Date: 06/01/2022 End Date: 05/31/2026	6/1/2022	5/31/2026	\$2,023,450.18
1	11/30/2023	Hand and Power Tools for Inventory Stock	Inventory Material	INVITATION FOR BID (IFB)	Inventory	Multiple	One (1) Year w/Two (2) - 1 Yr. Renewals Start: 12/05/2023 End: 12/4/2024	12/5/2023	12/4/2024	\$1,370,669.92
						Anixter/Wesco				\$914,314.35
						Ferguson Enterprises, LLC.				\$165,629.90
						MSC Industrial Supply Co.				\$154,805.95
						Vallen Distribution, Inc.				\$96,738.47
						Bishop Lifting/Certified Slings & Supply				\$26,580.00
						Gresco Supply, Inc				\$12,601.25

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1	11/30/2023	CGI Field Management System (FMS-CAD) Software Support	Technology Support Services	SINGLE SOURCE	TS/CS	CGI Technologies and Solutions Inc.	One Year (1) Start: 12/1/2023 Finish: 11/20/2024	12/1/2023	11/20/2024	\$351,587.00
1	12/7/2023	Tributary 1B Unit 8	Engineering/Construction Services	COST PARTICIPATION	W/WW	Three Rivers Developers, LLC / Vallencourt Construction Company, Inc.	Project Completion	5/1/2023	1/30/2024	\$305,865.17
1	12/7/2023	Edwards Road Phases 1 and 2	Engineering/Construction Services	COST PARTICIPATION	W/WW	Three Rivers CDD / Jax Utilities Management, Inc.	Project Completion	11/1/2023	1/5/2024	\$688,480.00
1	12/7/2023	Vegetation Management Services	Professional Services	CONTRACT INCREASE	Electric	Tree's Inc.	Five (5) Years w/One (1) - One (1) Yr. Renewals	1/31/2018	1/30/2025	\$7,404,125.00
1	12/7/2023	CMAR Services for SIPS - Greenland 30" WM, Davis 30" RMW & Burnt Mill 24" FM Projects	Professional Services	CONTRACT INCREASE	W/WW	Garney Companies, Inc.	Project Completion Start Date: 10/17/2022 End Date: 04/15/2026	10/17/2022	4/15/2026	\$732,201.20
1	12/7/2023	Steam and Combustion Turbine Maintenance, Repair and Overhaul Services for JEA	Repair/Maintenance	CONTRACT INCREASE	Electric	Mechanical Dynamics & Analysis LLC	Five (5) years w/ Two (2) - 1 Yr. Renewals	3/9/2021	3/8/2026	\$12,451,782.00
1	12/7/2023	Emergency - NSCT 15kV Feeder Cable Replacement	Repair/Maintenance	EMERGENCY	Electric	Miller Electric Company	Project Completion	11/13/2023	12/22/2023	\$671,044.23
1	12/7/2023	Emergency - NSCT Flex Links and Bushings Replacement	Repair/Maintenance	EMERGENCY	Electric	D&D Electrical Bus Service	Project Completion (Estimated Qtr1)	11/13/2023	12/31/2023	\$281,958.00
1	12/7/2023	Emergency - NSCT3 Fire Damage Repair / Replacement	Professional Services	EMERGENCY	Electric	D&D Electrical Bus Service	Project Completion (Estimated Qtr1)	11/13/2023	12/31/2023	\$380,990.00
1	12/7/2023	Facilities Master Planning	Professional Services	INVITATION TO NEGOTIATE (ITN)	Facilities	West Monroe Partners LLC	Project Completion	1/2/2024	4/1/2024	\$471,000.00
1	12/7/2023	Single Source - JEA Primary Data Center Relocation & Emergency Operational Location	Facility Services	SINGLE SOURCE	Facilities	Cologix, Inc.	Five (5) Years w/Two (2) – Two (2) Yr. Renewals	12/1/2023	11/30/2028	\$6,248,562.79
1	12/7/2023	Managed Security Service Provider (MSSP)	Technology Support Services	CHANGE ORDER	TS/CS	Securely Yours, LLC	Two (2) Years w/ Three (3)-1 Yr. Renewals	8/15/2022	8/14/2024	\$125,000.00
1	12/7/2023	Joint Project with St. Johns County for CR210 Widening - Greenbriar to Cimarrone - Reclaim WM	Engineering/Construction Services	CONTRACT INCREASE	W/WW	Superior Construction Company Southeast LLC	Project Completion	4/3/2023	8/23/2026	\$274,657.98
1	12/7/2023	Engineering Services for the 101-62 Fairfax St: 1st St. to 26th St. Water Main Replacement Project	Engineering/Construction Services	CONTRACT INCREASE	W/WW	Four Waters Engineering, Inc.	Project Completion	12/30/2023	11/30/2026	\$138,067.55
1	12/7/2023	Integrated Resource Planning for Electric Generation Planning	Fabrication, Delivery & Installation of Equipment	CONTRACT INCREASE	Electric	Black & Veatch Management Consulting, LLC	Project Completion	8/19/2019	12/31/2025	\$2,860,104.00
1	12/7/2023	Single Phase Pad-mounted Transformers	Equipment/Material Purchase	EMERGENCY	Electric	Powersystems Group, LLC	One Time Purchase, Already Received	12/7/2023	12/7/2023	\$1,220,130.00
1	12/7/2023	Piggyback - Florida Sheriff's Association Contract - FSA23-VEH21 JEA Fleet Fuel Truck	Vehicles	PIGGYBACK	Fleet	Cumberland International Trucks	One Time Purchase, Q2 FY25 Expected Delivery	12/19/2023	9/30/2025	\$473,897.00
1	12/7/2023	Piggyback - Florida Sheriff's Association Contract - FSA23-VEL31.0 / JEA Fleet FY24 Ford Maverick LDV Purchase	Vehicles	PIGGYBACK	Fleet	Garber Ford, Inc.	One Time Purchase, Q2 FY25 Expected Delivery	12/19/2023	3/31/2025	\$330,126.02
1	12/7/2023	Commercial Water Meters for Inventory Stock	Inventory Material	INVITATION FOR BID (IFB)	W/WW	Multiple	Three (3) Years w/Two (2) - 1 Yr. Renewals	12/15/2023	12/14/2026	\$5,104,138.00
						Badger Meter, Inc.				\$3,923,943.00
						Sensus USA, Inc.				\$1,180,195.00
1	12/14/2023	CMAR Services for SIPS - Greenland 30" WM, Davis 30" RMW & Burnt Mill 24" FM Projects	Engineering/Construction Services	CONTRACT INCREASE	W/WW	Garney Companies, Inc.	Project Completion Start Date: 10/17/2022 End Date: 04/15/2026	10/17/2022	4/15/2026	\$43,350,857.96
1	12/14/2023	New Dell and Logitech Equipment Purchase	Equipment/Material Purchase	CONTRACT RENEWAL	TS/CS	CDW Government, LLC	One (1) Year w/ Two - One (1) Year Renewals (one remaining) Start Date: 01/01/2023 End Date: 12/31/2024	1/1/2023	12/31/2024	\$1,245,315.90

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		Power Plant General Construction Services	Engineering/Construction Services	REQUEST FOR PROPOSAL (RFP)	Electric	Multiple	Three (3) Years w/One (1) - One (1) Yr. Renewals Start: 01/01/2024 End: 12/30/2027	1/1/2024	12/30/2027	\$29,161,000.00
1	12/14/2023					WG Yates				\$17,496,600.00
						WW Gay Mechanical Contractors				\$11,664,400.00
							Five (5) years w/ Two (2) - 1 Yr. Renewals Start Date: 11/17/2022 End Date: 11/16/2025	11/17/2022	11/16/2025	\$497,813.00
1	12/14/2023	Transmission Engineering Services	Engineering/Construction Services	CONTRACT INCREASE	Electric	Chen Moore & Associates, Inc.				
							Three (3) Year w/ Two (2) 1-Yr. Renewals Start Date: 11/01/2022 End Date: 10/31/2025	11/1/2022	10/31/2025	\$191,223.80
1	12/14/2023	Engineering Services Substations	Engineering/Construction Services	CONTRACT INCREASE	Electric	Leidos Engineering LLC				
							Project Completion Start Date: 11/13/2023 End Date: 02/10/2024	11/13/2023	2/10/2024	\$218,810.00
1	12/14/2023	Emergency - NSCT3 Fire Damage Repair / Replacement	Repair/Maintenance	EMERGENCY	Electric	D&D Electrical Bus Service				
							Project Completion Start Date: 11/13/2023 End Date: 04/11/2024	11/13/2023	4/11/2024	\$84,387.94
1	12/14/2023	Emergency - NSCT 15kV Feeder Cable Replacement	Repair/Maintenance	EMERGENCY	Electric	Miller Electric Company				
							Three (3) years w/ Two (2) - 1 Yr. renewals - (None remaining) Start Date: 01/17/2020 End Date: 01/16/2025	1/17/2023	1/16/2025	\$4,500,000.00
1	12/14/2023	Pipe Bursting Unit Price Construction	Engineering/Construction Services	CONTRACT INCREASE	W/WW	Murphy Pipeline Contractors, LLC				
							Project Completion Start Date: 07/18/2022 End Date: 01/31/2025	7/18/2022	1/31/2025	\$2,199,797.00
1	12/14/2023	Blacks Ford Water Reclamation Facility Warehouse	Professional Services	CONTRACT INCREASE	Facilities	KBT Contracting Corporation				
							Three (3) Years w/one (1) – One (1) Yr. Renewal Start Date: 01/01/2021 End Date: 12/31/2024	1/1/2021	12/31/2024	\$43,699,609.00
1	12/14/2023	Property and Casualty Insurance Brokerage Services	Professional Services	CONTRACT RENEWAL	Professional Services	Arthur J. Gallagher Risk Management Services, Inc.				
							Five (5) Years w/ One (1) – 1 Yr. Renewal Start Date: 01/01/2023 End Date: 12/31/2027	1/1/2023	12/31/2027	\$1,258,830.79
1	12/14/2023	Continuing Services for Industrial Cleaning at JEA Wastewater Treatment Facilities	Repair/Maintenance	CONTRACT INCREASE	W/WW	Universal Service, Inc.				
							One (1) Year w/ One (1) – 1 Yr. Renewal Start Date: 01/01/2023 End Date: 12/31/2027	1/1/2023	12/31/2027	\$12,621,813.23
1	12/14/2023	Water and WW Items for Inventory and Capital Projects	Inventory Material	INVITATION FOR BID (IFB)	W/WW	Multiple		1/3/2024	1/2/2025	
						Ferguson Waterworks				\$8,772,946.13
						Fortline Waterworks				\$2,223,120.67
						Core & Main LP				\$1,540,882.35
						FJ Nugent and Associates, Inc.				\$84,864.08
2	1/4/2024	Oracle Customer to Meter C2M Project Director Support & Critical Gap Assessment/Consulting	Technology Support Services	CHANGE ORDER	TS/CS	Red Clay Consulting, Inc.	Project Completion Start Date: 06/04/2021 End Date: 05/30/2024	6/4/2021	5/30/2024	\$1,858,600.00
							Three (3) Years w/Two (2)-1Yr. Renewals Start Date: 11/01/2021 End Date: 10/31/2024	11/1/2021	10/31/2024	\$36,542.00
2	1/4/2024	Cisco Contract Center Managed Services Contract # - JEA10746	Technology Support Services	CHANGE ORDER	TS/CS	PROSYS				
							Start Date: 01/08/2024 End Date: Project Completion Estimated 07/31/2025	1/8/2024	7/31/2025	\$5,575,000.00
2	1/4/2024	Open Grid Transformation	Electrical Services	SINGLE SOURCE	TS/CS	CGI Technologies and Solutions Inc.				
							Start: 06/01/2021 End: 05/31/2024 Two (2) - 1 Yr. Renewal Options	6/1/2021	5/31/2024	\$80,000.00
2	1/4/2024	Commercial Backflow Preventer Testing Services	Testing and Inspection	CONTRACT INCREASE	Environmental	Fire Sprinkler Services FL, LLC				
							Start: 01/18/2024 End: 01/17/2027 Two (2) - 1 Yr. Renewal Options	1/18/2024	01/17/2027	\$10,000,000.00
2	1/4/2024	Environmental General Services - Full Service Environmental	Environmental Services	REQUEST FOR PROPOSAL (RFP)	W/WW	Multiple				

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						CDM Smith, Inc.				\$5,000,000.00
						Geosyntec Consultants, Inc				\$5,000,000.00
2	1/4/2024	Engineering Services for Environmental General Services - Specialized Environmental	Engineering/Construction Services	REQUEST FOR PROPOSAL (RFP)	W/WW	Multiple	Two (2) - 1 Yr. Renewal Options	1/18/2024	1/17/2027	\$4,000,000.00
						Mechling Engineering & Consulting, Inc				\$2,000,000.00
						Aerostar SES LLC				\$2,000,000.00
2	1/11/2024	Wastewater Bypass Pump Rentals (Non-Storm Related)	Equipment Rental	INVITATION FOR BID (IFB)	W/WW	United Rental (North America), Inc.	Two (2) - 1 Yr. Renewal Options	1/31/2024	1/30/2027	\$1,985,314.80
2	1/11/2024	Residential Backflow Preventer Testing Services	Testing and Inspection	INVITATION TO NEGOTIATE (ITN)	Environmental	Multiple	Two (2) - 1 Yr. Renewal Options	2/1/2024	1/31/2027	\$4,725,000.00
						Bob's Backflow and Plumbing Services, Inc.				\$2,835,000.00
						Fire Sprinkler Services FL, LLC				\$1,890,000.00
2	1/11/2024	FY24 Crane Truck Purchase	Vehicles	SINGLE SOURCE	Facilities	Garber Ford	Project Completion	1/18/2024	6/30/2024	\$345,287.10
2	1/11/2024	Oakridge WTP GST 1 Rehab Repair Project	Repair/Maintenance	PIGGYBACK	W/WW	CROM LLC dba CROM Coatings and Restorations	Project Completion	1/18/2024	5/31/2024	\$960,798.35
2	1/18/2024	Construction Services for the District II - 10800 Key Haven Blvd. Pump Station Project Improvements	Engineering/Construction Services	CHANGE ORDER	W/WW	Petticoat-Schmitt Civil Contractors Inc	Start: 06/04/2020 End: 07/30/2024	6/4/2020	7/30/2024	\$362,000.00
2	1/18/2024	Blacks Ford WRF Package Plant	Engineering/Construction Services	SINGLE SOURCE	W/WW	Evoqua Water Technologies LLC	Start: 01/25/2024 End: 01/31/2025	1/25/2024	1/31/2025	\$1,925,000.00
2	1/18/2024	On-Premise Cisco UCS Hardware: Hybrid Cloud Backup Consolidation	Equipment/Material Purchase	PIGGYBACK	TS/CS	Netsync	One Time Purchase	1/22/2024	1/22/2024	\$1,244,958.96
2	1/18/2024	Plastic Polymer Manholes and Boxes for Inventory Stock	Equipment/Material Purchase	INVITATION FOR BID (IFB)	Inventory	Gresco Supply, Inc.	Three (3) Years, w/ Two (2) - 1 Yr. Renewals Start: 01/25/2024 End: 01/24/2027	01/25/2024	1/24/2027	\$1,490,962.35
2	1/18/2024	Concrete Poles for Inventory Stock	Equipment/Material Purchase	INVITATION FOR BID (IFB)	Inventory	Dura-Stress	Three (3) Years, w/ Two (2) - 1 Yr. Renewals Start: 01/25/2024 End: 01/24/2027	1/25/2024	1/24/2027	\$4,116,635.91
2	1/18/2024	Hand and Power Tools for Inventory Stock	Equipment/Material Purchase	CONTRACT AMENDMENT	Inventory	Multiple	One (1) Year w/Two (2) - 1 Yr. Renewals Start: 12/05/2023 End: 12/4/2024	12/5/2023	12/4/2024	(\$4,628.50)
						Anixter/Wesco				(\$5,471.64)
						MSC Industrial Supply Co.				(\$20,941.18)
						Stuart C. Irby				\$21,784.32
2	1/18/2024	Network Segmentation Project – SOCC Segmentation Firewalls	Equipment/Material Purchase	PIGGYBACK	TS/CS	Netsync	One Time Purchase	1/22/2024	1/22/2024	\$349,664.00
2	2/1/2024	On-Road Residential Electrification Program and Strategy	Professional Services	CONTRACT EXTENSION	TS/CS	Sagewell, Inc.	One (1) Year w/Two (2)-One (1) Yr. Renewals	5/1/2021	9/30/2024	\$300,235.00
2	2/1/2024	Post Implementation Professional Service Support For ON-Premise Oracle E-Business Suite Migration To Oracle Cloud Infrastructure	Hardware/Software/Support Services	CHANGE ORDER	TS/CS	Accenture, LLP	One (1)Year with No Renewals	7/26/2023	7/25/2023	\$472,192.00
2	2/1/2024	Installation of West Jax T1 Autotransformer	Electrical Services	INVITATION FOR BID (IFB)	Electric	C and C Power Line, Inc.	Project Completion	1/20/2024	1/31/2025	\$384,082.60
2	2/1/2024	Management Consulting	Professional Services	INVITATION TO NEGOTIATE (ITN)	Facilities	Black & Veatch Management Consulting, LLC	Five (5) Years w/One (1) - 1 Yr. Renewal One Renewal Remaining	8/26/2023	8/25/2028	\$31,600.00
2	2/1/2024	COJ-Collins Rd-Blanding Blvd to Pineverde	Engineering/Construction Services	JOINT PROJECT	W/WW	OSIRIS 9 Consulting	Project Completion	2/1/2024	4/1/2025	\$342,640.00
2	2/1/2024	Supplemental Vegetation Management Services	Environmental Services	CONTRACT RENEWAL	Electric	The Davey Tree Expert Company	One (1) Yr. w/ Two (2) - One (1) Yr. Renewals	2/1/2022	1/31/2025	\$1,977,000.00
2	2/1/2024	Single Phase Pad-mounted Transformers	Inventory Material	EMERGENCY	Electric	International Electric Co, Ltd	One Time Purchase	2/1/2024	2/1/2024	\$6,107,290.00

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2	2/1/2024	Single Phase Pad-mounted Transformers	Inventory Material	EMERGENCY	Electric	KBS Electrical Distributors, Inc.	Project Completion	6/9/2023	3/18/2024	\$876,188.60
2	2/1/2024	Spot Buy Substation Circuit Breakers GCBAR002	Inventory Material	SINGLE SOURCE	Electric	Mitsubishi Electric Power Products, Inc.	One Time Purchase	2/1/2024	12/18/2026	\$573,425.00
2	2/1/2024	Beacon Hills WTP Improvements	Engineering/Construction Services	REQUEST FOR PROPOSAL (RFP)	W/WW	McKim & Creed	Project Completion	2/1/2024	2/1/2025	\$788,851.00
2	2/8/2024	Customer Alerts and Preferences	Hardware/Software/Support Services	CONTRACT EXTENSION	TS/CS	Message Broadcast	Three (3) Years, No Renewals; (Ten (10) Month extension)	3/12/2021	12/31/2024	\$589,248.82
2	2/8/2024	4kV Metal-Clad Switchgear with Arc Terminating Technology	Electrical Services	PIGGYBACK	Electric	Powell Electrical Systems	One-Time Purchase	2/8/2024	2/29/2024	\$1,639,769.00
2	2/8/2024	MRO Items for Inventory Stock	Inventory Material	INVITATION FOR BID (IFB)	Inventory	MULTIPLE	Start: 02/23/2024 End: 02/22/2027 Two (2) - 1 Yr. Renewal Options	2/23/2024	2/22/2027	\$2,259,754.73
						Anixter				\$301,906.43
						Choctaw-Kaul Distribution Co.				\$587,345.81
						Fastenal Company				\$47,123.05
						Ferguson Enterprises, LLC.				\$48,943.85
						MSC Industrial Supply Co.				\$100,259.40
						NAPA Auto Parts				\$28,995.19
						Reliance Supply				\$95,913.61
						Stuart C. Irby, Co.				\$54,141.34
						Vallen Distribution, Inc.				\$995,126.05
2	2/8/2024	Remote Operated Switchgear for Inventory Stock	Electrical Services	INVITATION FOR BID (IFB)	Electric	MULTIPLE	Two (2) - 1 Yr. Renewal Options	2/23/2024	2/22/2027	\$2,771,227.00
						WESCO				\$1,440,560.00
						G & W Electric Co.				\$1,330,667.00
2	2/15/2024	JEA McMillan St Pump Station - 42-in Force Main Rehabilitation	Engineering/Construction Services	INVITATION FOR BID (IFB)	W/WW	Ferreira Construction Co, Inc.	Start Date: 02/22/2024 End Date: 08/30/2025	2/22/2024	8/30/2025	\$7,843,769.81
2	2/15/2024	Licensing, Implementation, and Support of a Website Content Experience Management Solution.	Hardware/Software/Support Services	CONTRACT INCREASE	TS/CS	Optimizely, Inc.	Three (3) Years w/ Two – 1 Yr. Renewals	2/15/2023	2/14/2026	\$102,425.00
2	2/15/2024	Grit, Waste & Sludge Disposal Management Services for the Buckman Water Reclamation Facility (WRF)	Disposal Services	INVITATION FOR BID (IFB)	W/WW	Biosolids Distribution Services, LLC	Start Date: 10/25/2018 End Date: 04/30/2024	10/25/2018	4/30/2024	\$404,976.64
2	2/15/2024	NGS N34 Electrical Equipment Upgrade	Electrical Services	INVITATION FOR BID (IFB)	Electric	Powerserve Technologies, Inc.	Project Completion	2/20/2024	5/15/2024	\$161,000.00
2	2/15/2024	Construction Services for Underground Water, Wastewater, and Reuse Grid Repair and Installation Services	Engineering/Construction Services	CONTRACT INCREASE	W/WW	MULTIPLE	Three (3) Years w/ Two - 1 Yr. Renewals Two Renewals Remaining	11/23/2021	12/14/2024	\$34,540,000.00
						Callaway Contracting, Inc.				\$2,500,000.00
						J. B. Coxwell Contracting, Inc.				\$2,000,000.00
						T B Landmark Construction Inc				\$2,000,000.00
						Petticoat-Schmitt Civil Contractors, Inc				\$1,600,000.00
2	2/15/2024	Consolidated Rivertown WTP Project Package	Engineering/Construction Services	EMERGENCY	W/WW	Ferreira Construction Co, Inc.	Project Completion	2/22/2024	1/15/2025	\$10,009,406.37
2	2/15/2024	Independent Evaluator for JEA's Market Test	Professional Services	REQUEST FOR PROPOSAL (RFP)	Electric	Merrimack Energy	Project Completion	2/20/2024	9/30/2025	\$147,495.00
2	3/7/2024	Facilities Furniture Purchase for SSSC Renovation	Facility Services	CONTRACT INCREASE	Facilities	Holmes and Brakel Business Interiors	Project Completion	7/12/2023	5/17/2024	\$45,499.03
2	3/7/2024	Facilities Electrical Services and Data Telecommunications	Facility Services	INVITATION FOR BID (IFB)	Facilities	Premier Communications Group Inc.	Three (3) Years w/two (2) – One (1) Yr. Renewals	2/1/2024	1/31/2027	\$650,695.00
2	3/7/2024	HPE Infrastructure Maintenance and Support	Repair/Maintenance	INVITATION FOR BID (IFB)	TS/CS	CDW Government, LLC	One (1) Year w/Two (2)-One (1) Yr. Renewals	1/1/2024	12/31/2024	\$425,173.33
2	3/7/2024	Emergency Waste Cleanup Services	Disposal Services	INVITATION TO NEGOTIATE (ITN)	W/WW	Wind River Environmental	Five (5) Years w/Two (2) – 1 Yr. Renewals	4/25/2024	4/24/2029	\$2,307,200.00

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2	3/7/2024	Construction Debris Area Management and Disposal	Disposal Services	INVITATION TO NEGOTIATE (ITN)	W/WW	Garmon Trucking, Inc.	Three (3) Years w/Two (2) – 1 Yr. Renewals	3/13/2024	3/12/2027	\$1,593,697.50
2	3/21/2024	Progressive Design-Build Services for the 1.0 MGD Water Purification Facility	Engineering/Construction Services	CONTRACT INCREASE	W/WW	The Haskell Company	Start Date: 02/11/2020 End Date: 06/30/2025	2/11/2020	6/30/2025	\$8,867,157.37
2	3/21/2024	Design Services for the Circuits 817 and 858 North Jacksonville Area 138kV Transmission Loop	Engineering/Construction Services	REQUEST FOR PROPOSAL (RFP)	Electric	Pickett and Associates	Project Completion	4/12/2024	5/31/2029	\$2,517,843.00
2	3/21/2024	Westside Service Center Glove Lab and Administration Building	Engineering/Construction Services	INVITATION FOR BID (IFB)	Facilities	Breaking Ground Contracting	Project Completion	4/1/2024	12/1/2024	\$2,300,625.00
2	3/21/2024	JP-COI-Sibbald Road Improvements	Engineering/Construction Services	JOINT PROJECT	W/WW	Pars Construction Services	Start Date: 04/01/2024 End Date: 02/14/2025	4/1/2024	2/14/2025	\$900,071.54
2	3/21/2024	Purchase and Installation of Emergency Generators for Water/Wastewater - FY25	Equipment/Material Purchase	INVITATION FOR BID (IFB)	W/WW	MULTIPLE	Start Date: 04/01/2024 End Date: 06/01/2025	4/1/2024	6/1/2025	\$1,046,960.00
						Ring Power Corp				\$673,465.00
						ACF Standby Corp				\$373,495.00
2	3/21/2024	GPS & Telematic Mobile Office Equipment	Technology Support Services	INVITATION FOR BID (IFB)	TS/CS	Access Wireless Data Solutions	Start Date: 02/21/2024 End Date: 02/20/2027	2/21/2024	2/20/2027	\$920,983.20
2	3/21/2024	NGS - N01 A2/E2 Fuel Feeder Replacement Project	Electrical Services	SINGLE SOURCE	Electric	UCC Environmental	Project Completion	4/2/2024	05/31/2025	\$591,750.00
2	3/21/2024	NGS - N01 Grid Floor Nozzle Replacement Project	Electrical Services	SINGLE SOURCE	Electric	FW North America Equipment Company, Inc.	Project Completion	4/27/2024	2/27/2025	\$1,620,000.00
2	3/21/2024	JEA Electric Plant Valve Repair Services & Materials	Electrical Services	CONTRACT INCREASE	Electric	MULTIPLE	Three (3) Year w/ Two (2) – 1 Yr. Renewals	11/1/2022	10/31/2025	\$913,000.00
						S-I Intermediate Holdings dba Floworks USA LP dba Severe Service Specialists				\$0.00
						Control Southern, Inc.				\$913,000.00
2	3/21/2024	JP- COI- McCoy's Creek Bridge Replacement-Cherokee St to St Johns River	Engineering/Construction Services	CONTRACT INCREASE	W/WW	Hal Jones Contractor	Project Completion (Expected: December 2025)	5/19/2022	12/30/2025	\$3,696,538.32
2	3/21/2024	JEA Circuit Imeson Substation 26kv Circuit 493 Substation Breaker and Cap Bank Addition	Electrical Services	CONTRACT INCREASE	Electric	Powerserve Technologies Inc.	Project Completion	10/1/2023	4/5/2024	\$55,161.00
2	3/21/2024	Restoration of Disturbed Sod and Landscape South and East Territory	Environmental Services	INVITATION TO NEGOTIATE (ITN)	W/WW	American Construction Enterprises of N.E. FL	Start: 04/01/2024 End: 03/31/2029	4/1/2024	3/31/2029	\$2,460,425.00
2	3/21/2024	Restoration of Disturbed Sod and Landscape North and West Territory	Environmental Services	INVITATION TO NEGOTIATE (ITN)	W/WW	C&L Landscape, Inc.	Start Date: 04/01/2024 End Date: 03/31/2029	4/1/2024	3/31/2029	\$2,345,400.00
2	3/21/2024	Engineering Services Substations	Engineering/Construction Services	CONTRACT INCREASE	Electric	MULTIPLE	Three (3) Year w/ Two (2) 1-Yr. Renewals	11/1/2022	10/31/2025	\$1,686,594.63
						Leidos Engineering LLC				\$671,594.63
						Chen Moore & Associates, Inc.				\$1,015,000.00
						Worley Group, Inc.				\$0.00
2	3/21/2024	General Engineering Services - Electric Generating Plants	Engineering/Construction Services	REQUEST FOR PROPOSAL (RFP)	Electric	MULTIPLE	Three (3) Years w/ Two (2) – 1 Yr. Renewals	4/1/2024	3/31/2027	\$3,864,000.00
						Black & Veatch Corporation				\$2,318,400.00
						Burns & McDonnell Eng CO, INC.				\$772,800.00
						Enercon Services, INC.				\$772,800.00
2	3/21/2024	GRU Contract # 2021-005(1) for Wire and Cable part numbers CAIUS007, COBAA023, CAIUS002, CAIUS003, COBAA020	Inventory Material	PIGGYBACK	Electric	Stuart Irby	05/1/2021 - 4/31/2025	5/1/2021	04/31/2025	\$522,572.38
2	3/28/2024	Management Consulting	Professional Services	CONTRACT INCREASE		Black & Veatch Management Consulting, LLC	Five (5) Years w/One (1) - 1 Yr. Renewal One Renewal Remaining Start Date: 08/26/2023 End Date: 08/25/2028	8/26/2023	8/25/2028	\$150,000.00
2	3/28/2024	Engineering Services for North Grid THM Mitigation Project	Engineering/Construction Services	CONTRACT AMENDMENT		Hazen and Sawyer	Start Date: 03/14/2024 End Date: 08/29/2029 (Project Completion)	3/14/2024	8/29/2029	\$1,175,771.00

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3	4/4/2024	Construction Management-at-Risk (CMAR) Services for the Nassau Water Reclamation Facility (WRF) Upgrade Projects	Engineering/Construction Services	CONTRACT INCREASE	W/WW	The Haskell Company	Project Completion	1/5/2021	2/5/2025	\$2,342,851.00
3	4/4/2024	Engineering Services for Nassau Regional Water Reclamation Facility Projects	Engineering/Construction Services	CONTRACT INCREASE	W/WW	Hazen and Sawyer	Project Completion	1/5/2021	1/1/2025	\$2,992,322.00
3	4/4/2024	Design Services for Nassau RW Tanks and Booster Pump Station	Engineering/Construction Services	RESCIND	W/WW	N/A	Project Completion	N/A	N/A	N/A
3	4/4/2024	Furniture Procurement, Delivery and Service for New Headquarters	Facility Services	CONTRACT INCREASE	Facilities	Perdue, Inc.	Project Completion (increase expected to last through FY24)	11/18/2021	9/30/2024	\$67,000.00
3	4/4/2024	NGS N03 FWH No.1 Inlet and No.2 Inlet/Outlet Valve Replacement	Electrical Services	INVITATION FOR BID (IFB)	Electric	EADS Distribution LLC	One Time Purchase	4/4/2024	12/31/2024	\$343,292.00
3	4/4/2024	Joint Project with St. Johns County for CR210 Widening - Greenbriar to Cimarrone - Reclaim WM	Engineering/Construction Services	CONTRACT INCREASE	W/WW	Superior Construction Company Southeast LLC	Project Completion	4/3/2023	8/23/2026	\$6,918,997.09
3	4/4/2024	JEA Off Road Vehicle and Equipment Maintenance and Repair	Repair/Maintenance	CONTRACT RENEWAL	Fleet	Multiple	One (1) year w/ Two (2) - 1 Yr. Renewals	6/21/2022	6/20/2025	\$1,253,806.98
						Beard Equipment Company				\$96,364.98
						Crystal Tractor, LLC				\$419,231.54
3	4/4/2024	Contract FSA23-EQU21.0: Equipment, Purchase of Hydro Excavator X-VAC X8	Equipment/Material Purchase	PIGGYBACK	Fleet	Pat's Pump and Blower	One-time purchase, Expected delivery 10/01/24	10/1/2024	10/1/2024	\$591,040.67
3	4/11/2024	Facilities Landscaping Maintenance - Sheltered	Professional Services	CONTRACT RENEWAL	Facilities	Freedom Landscape and Lawn Maintenance Inc	One (1) Year w/Two (2) – One (1) Yr. Renewals	4/18/2023	3/31/2025	\$414,380.62
3	4/11/2024	Facilities Landscaping Maintenance - Sheltered	Professional Services	CHANGE ORDER	Facilities	Advanced Technology Management, Inc.	Three (3) Years w/two (2) – One (1) Yr. Renewals	4/18/2019	3/31/2025	\$237,755.02
3	4/11/2024	Norwood WTP High Service Pump (HSP) Replacement Project	Engineering/Construction Services	CHANGE ORDER	W/WW	CDM Smith Inc.	Project Completion	11/26/2018	11/17/2024	\$70,330.00
3	4/11/2024	McDuff WTP High Service Pump (HSP) Replacement Project	Engineering/Construction Services	CHANGE ORDER	W/WW	CDM Smith Inc.	Project Completion	11/20/2018	10/16/2024	\$63,650.00
3	4/11/2024	Nocatee South Reclaimed Water Improvements	Engineering/Construction Services	INVITATION FOR BID (IFB)	W/WW	TB Landmark Construction, Inc.	Project Completion	04/18/2024	12/3/2025	\$3,219,319.32
2	3/8/2024	Continuing Services for Bulk Liquid Sodium Hypochlorite	Bulk Gases/Liquid Supply	CONTRACT INCREASE	W/WW	Allied Universal	1 year	3/16/2024	3/16/2025	\$23,530,200.80
3	4/11/2024	Aluminum Sulfate	Bulk Gases/Liquid Supply	INVITATION FOR BID (IFB)	W/WW	Chemtrade	5 years w/2 1 year renewals	3/15/2024	4/11/2029	\$1,426,759.95
3	4/18/2024	Facilities Landscaping Maintenance - Sheltered	Facility Services	CONTRACT RENEWAL	Facilities	Multiple	One (1) Year w/Two (2) – One (1) Yr. Renewals	04/18/2023	03/31/2025	\$78,819.00
						Freedom Landscape and Lawn Maintenance Inc.				\$0.00
						Eagle Lawn Care of N.E. Florida, Inc.				\$78,819.00
3	4/18/2024	Class 420 Trailer Mounted Hydraulic Cable Reel Puller/Winders	Equipment/Material Purchase	REQUEST FOR PROPOSAL (RFP)	Fleet	Altec Industries	One-time purchase, Expected delivery 5/31/2025	5/31/2025	5/31/2025	
3	4/25/2024	Beverly Hills West Septic Tank Phase-Out Project	Engineering/Construction Services	CONTRACT INCREASE	W/WW	J. B. Coxwell Contracting, Inc.	Project Completion	1/5/2021	5/30/2024	\$241,002.51
3	5/2/2024	Grit, Sludge, Cake and Waste Hauling for Buckman WRF	Disposal Services	INVITATION TO NEGOTIATE (ITN)	W/WW	Multiple	Five (5) Years w/Two (2) – 1 Yr. Renewals	4/25/2024	4/24/2029	
3	5/2/2024	Construction Services for Monterey Wastewater Treatment Facility (WWTF) Improvements	Engineering/Construction Services	INVITATION FOR BID (IFB)	W/WW	Sawcross, Inc.	Project Completion	5/2/2024	9/30/2029	\$36,730,960.00
3	5/2/2024	Design Services for 18036 Talleyrand Ave. Pump Station Upgrades	Engineering/Construction Services	RESCIND	W/WW	N/A	Project Completion	N/A	N/A	N/A
3	5/9/2024	Facilities Landscaping Maintenance - Sheltered	Professional Services	CONTRACT INCREASE	Facilities	J&D Landscape Maintenance	One (1) Year w/Two (2) – One (1) Yr. Renewals	4/18/2023	3/31/2025	\$1,165,102.32

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3	5/16/2024	Three-phase, Single-Phase Pad mounted, Pole Mounted and Miscellaneous Transformers for JEA Inventory Stock	Electrical Services	CONTRACT RENEWAL	Electric	Multiple	Three (3) Year w/ Two (2) – 1 Yr. Renewals	6/21/2021	6/20/2026	\$60,675,512.19
						Gresco Supply, Inc.				\$7,503,760.00
						Tri-State Utility Products, Inc.				\$32,269,897.03
						WESCO				\$20,901,855.16
3	5/16/2024	Concrete Restoration of Paved Areas South and East Territory	Repair/Maintenance	INVITATION TO NEGOTIATE (ITN)	W/WW	HG Concrete LLC	Five (5) Years w/Two (2) – 1 Yr. Renewals	5/30/2024	5/29/2029	\$4,564,408.50
3	5/23/2024	Quisitive - Intune Deployment and Assistance	Professional Services	PIGGYBACK	TS/CS	Quisitive - Intune Deployment and Assistance	Project Completion	5/16/2023	12/31/2024	\$347,090.00
3	5/23/2024	Facilities Janitorial Service – Open Market for Downtown, Service Centers and Other Sites	Facility Services	REQUEST FOR PROPOSAL (RFP)	Facilities	Trusted Hand Service, Inc.	Two (2) Years w/Three (3) – One (1) Yr. Renewals	6/1/2024	5/31/2026	\$1,101,956.12
3	5/23/2024	Substation and Transmission Design Services (CCNA)	Engineering/Construction Services	REQUEST FOR PROPOSAL (RFP)	TS/CS	Multiple	Five (5) Years w/ Two (2) Optional One (1) Year Renewals	6/1/2024	5/31/2029	\$7,610,000.00
						Burns & McDonnell				\$3,805,000.00
						Power Engineers				\$3,805,000.00
3	5/23/2024	SSF 6 Gas Circuit Breakers	Inventory Material	CONTRACT INCREASE	Electric	GE Grid Solutions, LLC dba GE MDS, LLC	Five (5) Years, w/ Two (2) – 1 Yr. Renewals	10/31/2019	10/30/2024	\$4,559,300.00
3	5/23/2024	The Rivertown Watersong Phase 4 Project	Engineering/Construction Services	DEVELOPER AGREEMENT	W/WW	Mattamy Jacksonville, LLC /Vallencourt Construction Company, Inc.	Project Completion	6/1/2024	2/1/2025	\$742,206.83
3	5/30/2024	JEA Fleet Services Medium Duty Vehicle Maintenance and Repair Services	Vehicles	CONTRACT INCREASE	Facilities	Duval Ford	"Three (3) Year w/Two (2) - 1 Yr. Renewals	5/1/2022	4/30/2025	\$1,771,772.21
3	5/30/2024	Arlington East WRF Expansion Phase 2	Engineering/Construction Services	RESCIND	W/WW	N/A	Project Completion	N/A	N/A	N/A
3	5/30/2024	Design Services for Nocatee North Reclaim Water Storage Tank	Engineering/Construction Services	REQUEST FOR PROPOSAL (RFP)	W/WW	McKim & Creed	Project Completion	7/1/2024	10/27/2027	\$1,058,888.00
3	5/30/2024	Single Source - Ring Power TC55 Up-Fit W 25th St at Mario Street – JEA Force main Extension and Manhole Replacements	Work Equipment	SINGLE SOURCE	Facilities	Ring Power Corporation	Project Completion	5/30/2024	9/30/2024	\$319,690.32
3	6/6/2024		Engineering/Construction Services	INVITATION FOR BID (IFB)	W/WW	United Brothers Development Corp	Project Completion	6/6/2024	12/12/2024	\$2,119,248.00
3	6/6/2024	Power Transformer Supply Agreements	Equipment/Material Purchase	CONTRACT INCREASE	Electric	Multiple	Seven (7) Years, w/ Two (2) - 1 Yr. Renewals	9/14/2023	9/13/1930	\$22,370,041.00
						Prolec - GE Waukesha, Inc				\$22,370,041.00
						Hitachi Energy USA, Inc.				No change
3	6/6/2024	Auto Transformer Supply Agreements	Equipment/Material Purchase	CONTRACT INCREASE	Electric	PTI Transformer LP	Seven (7) Years, w/ Two (2) - 1 Yr. Renewals	9/14/2023	9/13/1930	\$15,408,400.00
3	6/6/2024	JEA Imeson T2 Circuit 492 Underground Manhole and Duct Bank Extension	Engineering/Construction Services	RESCIND	Electric	N/A	N/A	N/A	N/A	N/A
3	6/6/2024	Arlington East WRF Secondary MCC Replacement and Building Improvements	Engineering/Construction Services	EMERGENCY	W/WW	Petticoat-Schmitt Civil Contractors, Inc.	Project Completion	6/13/2024	1/31/2025	\$2,220,000.00
3	6/13/2024	ITN - Professional Services For Cisco Contact From UCCE 11.6 to PCCE 12.6	Professional Services	CONTRACT INCREASE	TS/CS	Prosys, Inc.	Project Completion	2/1/2023	7/1/2024	\$22,000.00
3	6/13/2024	Pole Attachment Inventory Audit	Professional Services	INVITATION FOR BID (IFB)	TS/CS	Alpine Communications Corp	Project Completion	6/13/2024	3/13/2025	\$450,840.00
3	6/13/2024	Water, Sewer, and Reclaimed Water Cost of Service and Rate Design Consulting Services	Professional Services	CONTRACT INCREASE	Facilities	Stantec Consulting Services Inc.	Five (5) Years w/One (1) – 1 Yr. Renewal	4/7/2021	4/6/2026	\$140,848.00
3	6/13/2024	Facilities Landscaping Maintenance - Sheltered	Environmental Services	CONTRACT INCREASE	Facilities	Multiple	Three (3) Years w/two (2) – One (1) Yr. Renewals	4/18/2019	3/31/2025	\$142,710.00
						Advanced Technology Management, Inc.				No Change
						J & D Maintenance and Services				\$142,710.00

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3	6/13/2024	Heavy Duty High Top Extended LWB 4X4 Vans	Vehicles	INVITATION FOR BID (IFB)	Facilities	Garber Ford Inc.	One-time purchase, Expected delivery	6/13/2024	9/30/2025	\$337,368.00
3	6/13/2024	JEA Fleet Services Vehicle and Equipment Rentals	Equipment Rental	CONTRACT INCREASE	Facilities	Multiple	Three (3) Year w/Two (2) 1 Yr. Renewals	10/1/2022	9/30/2025	\$90,544.00
						Beard Equipment Company				No Change
						United Rentals (North America), Inc.				No Change
						Global Rental Co. Inc				\$90,544.00
						Ring Power Corporation				No Change
						Sunbelt Rentals Inc.				No Change
3	6/13/2024	Pole Attachment Inventory Audit	Professional Services	INVITATION FOR BID (IFB)	TS/CS	Alpine Communications Corp	Project Completion	6/13/2024	3/13/2025	\$450,840.00
3	6/20/2024	Bulk Ferric Chloride Supply	Plant Services	CONTRACT INCREASE	W/WW	PVS Technologies, Inc.	Three (3) Years w/Two (2) 1 Yr Renewals	11/1/2019	10/31/2024	\$570,494.72
3	6/20/2024	Kennedy Substation Control Cable and Protection System Replacement	Repair/Maintenance	INVITATION FOR BID (IFB)	Electric	Reliable Substation Services, Inc.	Project Completion	6/6/2024	11/30/2024	\$3,960,000.00
3	6/27/2024	Splunk Storage Monitoring Cloud Subscription	Data Management Services	PIGGYBACK	TS/CS	CDW-Government, LLC	Two (2) Years and three and a half month w/one (1) Optional 1 Yr Renewal	6/30/2024	10/15/2026	\$1,607,396.90
3	6/27/2024	Nassau County - William Burgess Extension	Engineering/Construction Services	JOINT PROJECT	W/WW	Petticoat-Schmitt Civil Contractors, Inc.	Project Completion	9/30/2024	1/30/2026	\$3,227,206.67
3	6/27/2024	Nassau County - William Burgess Extension	Engineering/Construction Services	JOINT PROJECT	W/WW	England-Thims & Miller, Inc.	Project Completion	9/30/2024	1/30/2026	\$3,409,065.06
3	6/27/2024	Nassau County - Chester Rd- David Hallman to Pages Dairy Rd	Engineering/Construction Services	JOINT PROJECT	W/WW	Reeves Construction Company	Project Completion	9/17/2024	1/31/2026	\$3,409,065.06
3	6/27/2024	Nassau County - Chester Rd- David Hallman to Pages Dairy Rd	Engineering/Construction Services	JOINT PROJECT	W/WW	CSI-Geo, Inc.	Project Completion	9/17/2024	1/31/2026	\$312,772.89
3	6/27/2024	Inventory Purchases of JEA Items GCBAR002, VCBAR002, and VCBAR003	Inventory Material	SINGLE SOURCE	Electric	Mitsubishi Electric Power Products, Inc.	Eight (8) years, with 2 - 1 yr. renewals	7/11/2024	12/31/3032	\$12,041,925.00
4	7/11/2024	Sewage Pump Station Wet Well & Process Tank Cleaning & Hauling Services - Class I II III IV	Engineering/Construction Services	RESCIND	W/WW	N/A	Project Completion	N/A	N/A	N/A
4	7/11/2024	UG Distribution Construction & Maintenance Services	Electrical Services	CONTRACT INCREASE	Electric	Heart Utilities of Jacksonville Inc.	Five (5) Years w/Two (2) - 1 Yr. Renewals	10/31/2019	10/30/2024	\$3,535,000.00
4	7/11/2024	(RFP) Substation Packaging Services	Electrical Services	CONTRACT INCREASE	Electric	Substation Enterprises, Inc.	Three (3) Years w/ Two (2) - 1 Yr. Renewals	12/30/2022	12/29/2025	\$2,430,243.66
4	7/11/2024	Engineering Services for the Monterey Wastewater Treatment Facility (WWTF) Improvements Project	Engineering/Construction Services	CHANGE ORDER	W/WW	Constantine Engineering, LLC	Project Completion	2/4/2021	10/28/2029	\$645,064.77
4	7/11/2024	Limestone Crushing Services		CONTRACT RENEWAL	Electric	Norton Irrigation, Inc.	One (1) year, Two (2) 1 Yr Renewals			\$223,704.00
4	7/11/2024	Mandarin Water Reclaim Facility Sludge Holding Tanks Rehab	Engineering/Construction Services	Invitation for Bid (IFB)	W/WW	Ferreira Construction Southern Division	Project Completion	7/30/2024	6/30/2025	\$2,798,415.75
4	7/11/2024	JP - COJ - Old Middleburg RD - 103RD ST to Country Mill LN PH1- Relocate - WM (IFB) Normandy Substation New Control House Construction	Engineering/Construction Services	INVITATION TO NEGOTIATE (ITN)	W/WW	J.B. Coxwell Contracting, Inc.	Project Completion	8/31/2024	10/31/2025	\$494,384.00
4	7/11/2024		Engineering/Construction Services	Invitation for Bid (IFB)	Electric	National Electrical Engineering Consultants LLC	Start Date: 08/01/2024 End Date: 06/02/2025	8/1/2024	6/2/2025	\$3,291,942.48
4	7/18/2024	Engineering Services for the East Grid - Pump Station Upgrade Program	Engineering/Construction Services	CONTRACT INCREASE	W/WW	Wright-Pierce Inc.	Project Completion	10/1/2019	02/28/2025	\$38,929.38
4	7/18/2024	Facilities HVAC Repair and Installation Services for Up To 20 Tons	Facility Services	CONTRACT INCREASE	Facilities	Multiple	One (1) Year w/Three (3) - One (1) Yr. Renewals	5/28/2022	5/27/2026	\$460,000.00
						Mechanical Services of Central Florida, Inc. / Certified Control System / Certified Air Contractors				\$460,000.00
						W.W. Gay Mechanical Contractors, Inc.				No Change

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4	7/18/2024	NGS Flume Intake / Discharge Repairs	Repair/Maintenance	CONTRACT INCREASE	Electric	Underwater Mechanix Services, LLC	Project Completion	10/15/2023	5/17/2025	\$1,081,509.65
4	7/18/2024	NGS N34 Electrical Equipment Upgrade	Engineering/Construction Services	CONTRACT INCREASE	Electric	Powerserve Technologies, Inc.	Project Completion	2/20/2024	07/31/2024	\$28,290.00
4	7/18/2024	Substation Packaging Services	Fabrication, Delivery & Installation of	CONTRACT INCREASE	Electric	Multiple	Three (3) Years w/ Two (2) - 1 Yr. Renewals	12/30/2022	12/29/2025	\$2,430,243.66
						Substation Enterprises, Inc.				\$2,430,243.66
						Dis-Tran Steel, LLC				No Change
4	7/18/2024	Pressurization Plant Upgrades at Northside and Southside Substations	Plant Services	SINGLE SOURCE	Electric	MAC Products	Project Completion	7/1/2024	5/30/2025	\$1,045,638.00
4	7/25/2024	Heavy Duty Vehicles	Vehicles	REQUEST FOR PROPOSAL (RFP)	Fleet	Multiple	One-time purchase	7/25/2024	1/1/2025	\$637,411.00
						Cumberland International Trucks				\$392,956.00
						Ring Power Corporation				\$244,455.00
4	7/25/2024	ServiceNow Licenses, Support, and Analytics for continued ServiceNow Help Desk Services Ticketing System, Discovery Module, and Strategic Portfolio Management	Technology Support Services	PIGGYBACK	TS/CS	Carahsoft Technology Corporation	Three (3) Years	8/31/2024	8/30/2027	\$1,758,470.40
4	7/25/2024	Cured-In-Place Pipe (CIPP) Unit Price Construction	Engineering/Construction Services	CONTRACT RENEWAL	W/WW	Insituform Technologies, LLC	Three (3) Years w/Two (2) – 1 Yr. Renewals	12/15/2020	12/14/2025	\$10,858,705.00
4	7/25/2024	Setup, Implementation, and Management of Drive Electric Program (DEP)	Technology Support Services	INVITATION TO NEGOTIATE (ITN)	TS/CS	Sagewell, Inc.	Three (3) Years with Two (2) - 1 Yr. Renewals	8/15/2024	8/17/2027	\$1,389,132.15
4	8/1/2024	Electric Plant Scaffolding Services	Engineering/Construction Services	INVITATION FOR BID (IFB)	Electric	Sunbelt Rentals Inc.	Five (5) Years w/ Two (2) -1 Yr. Renewals	1/1/2025	12/31/2029	\$4,248,180.00
4	8/1/2024	Overhead Transmission & Distribution and Underground Distribution Construction and Maintenance Services	Engineering/Construction Services	CONTRACT INCREASE	Electric	SPE Utility Contractors FD, LLC dba SPE Group	Five (5) Years w/ Two (2) -1 Yr. Renewals	10/31/2019	10/30/2024	\$1,486,420.00
4	8/1/2024	CCNA Substation and Transmission Project Management Services	Professional Services	REQUEST FOR PROPOSAL (RFP)	Electric	Multiple	Five (5) Years w/ Two (2) -1 Yr. Renewals	8/1/2024	7/31/2029	\$2,750,000.00
						Burns & McDonnell				\$916,666.67
						Leidos Engineering				\$916,666.67
						Black & Veatch				\$916,666.66
4	8/1/2024	COJ - JP - Park Street Road Diet	Engineering/Construction Services	JOINT PROJECT	W/WW	J.B. Coxwell Contracting, Inc.	Project Completion	8/16/2024	1/30/2025	\$499,631.41
4	8/1/2024	Construction of the Clark and Main Force Main Replacement	Engineering/Construction Services	INVITATION FOR BID (IFB)	W/WW	Callaway Contracting, Inc.	Project Completion	8/30/2024	8/31/2025	\$2,275,050.19
4	8/1/2024	Single Source - Chemical Supply For JEA	Bulk Gases/Liquid Supply	CONTRACT INCREASE	Electric	Applied Specialties Inc.	Five Years w/ Two - (1) Year Renewals	7/15/2020	7/14/2025	\$515,771.76
4	8/1/2024	4511 Spring Park Rd Pump Station Rehab and Upgrade	Engineering/Construction Services	CONTRACT AMENDMENT	W/WW	Petticoat-Schmitt Civil Contractors, Inc.	Project Completion	8/16/2024	1/30/2025	\$1,409,000.00
4	8/8/2024	2022-2518 Rivertown Parcel 37	Engineering/Construction Services	DEVELOPER AGREEMENT	W/WW	Mattamy Jacksonville, LLC / Grimes Utilities, Inc.	Project Completion	11/1/2023	9/30/2025	\$1,194,500.00
4	8/8/2024	Estuary - 2023-0673 Ranger Station Roadway and Infrastructure	Engineering/Construction Services	DEVELOPER AGREEMENT	W/WW	Big Creek Timber, LLC / John Woody, Inc.	Project Completion	3/15/2024	11/30/2025	\$13,402,945.00
4	8/8/2024	1411666246 - Residuals Hauling and Disposal Services	Disposal Services	INVITATION TO NEGOTIATE (ITN)	W/WW	Merrell Bros., Inc.	Five (5) Years w/Two (2) – 1 Yr. Renewals	9/1/2024	8/31/2029	\$11,971,099.50
4	8/8/2024		Real Estate Services	DEVELOPER AGREEMENT	W/WW	AMH Development, LLC / TB Landmark Construction, Inc.	Project Completion	3/15/2023	9/30/2024	\$546,790.00
4	8/8/2024	2022-3807 Rivertown Main St Phase 5	Real Estate Services	DEVELOPER AGREEMENT	W/WW	Mattamy Jacksonville, LLC / Burnham Construction, Inc.	Project Completion	2/1/2024	2/28/2025	\$4,829,342.47
4	8/8/2024	2022-2518 Rivertown Parcel 39	Real Estate Services	DEVELOPER AGREEMENT	W/WW	Mattamy Jacksonville, LLC / Grimes Utilities, Inc.	Project Completion	3/15/2024	6/30/2025	\$1,156,900.00
4	8/8/2024	COJ Harts Rd Bridge Replacement-Water and Force Main Replacement	Engineering/Construction Services	JOINT PROJECT	W/WW	J.B. Coxwell Contracting, Inc.	Project Completion	10/1/2024	1/1/2027	\$3,672,275.00
4	8/8/2024	Caterpillar Heavy Equipment Maintenance Services	Equipment/Material Purchase	SINGLE SOURCE	Electric	Ring Power Corporation	Three (3) Years w/Two (2) – 1 Yr. Renewals	8/8/2024	8/7/2027	\$1,100,000.00

JEA Board of Directors Meeting - October 29, 2024 - SUPPLEMENTAL INFORMATION

4	8/8/2024	1410431046 (RFP) Industrial Cleaning Services	Plant Services	CONTRACT INCREASE	Electric	Multiple	Three (3) Years w/Two (2) – 1 Yr. Renewals	12/22/2021	12/21/2024	\$6,395,000.00
						Thompson Industrial Services				\$765,030.00
						MPW Industrial Services				\$327,870.00
4	8/8/2024	NGS - N36 Electrical Equipment Upgrades	Plant Services	SINGLE SOURCE	Electric	ABB Inc.	Project Completion	8/16/2024	4/29/2026	\$527,000.00
4	8/8/2024	069-18 Engineering Services for the Twin Creeks Reclaimed Water (RW) Storage Tank and Booster Pump Station	Engineering/Construction Services	CONTRACT INCREASE	W/WW	Mott Macdonald Florida, LLC	Project Completion	2/28/2019	9/30/2024	\$62,218.00
4	8/15/2024	Caterpillar Heavy Equipment Maintenance Service	Repair/Maintenance	SINGLE SOURCE	Electric	Ring Power Corporation	Three (3) Years w/Two (2) – 1 Yr. Renewals	8/8/2024	8/7/2027	\$1,100,000.00
4	8/15/2024	RFQ 107520 One-Time	Inventory Material	INVITATION FOR BID (IFB)	Electric	Anixter, Inc.	Two (2) Years	8/29/2024	8/28/2026	\$431,537.75
4	8/22/2024	Waste Hauling Services for JEA	Disposal Services	CONTRACT RENEWAL	Professional Services	GFL Solid Waste Southeast LLC (DBA - GFL Environmental)	Three (3) Years w/Two (2) – One (1) Yr. Renewals	10/1/2021	9/30/2025	\$514,014.84
4	8/22/2024	Design Services for Northwest Water	Engineering/Construction Services	REQUEST FOR PROPOSAL (RFP)	W/WW	Hazen and Sawyer	Project Completion	12/4/2024	08/04/2026	\$2,422,299.00
4	8/22/2024	1JEA Crane, Rigging, and Heavy Hauling Services	Equipment/Material Purchase	INVITATION FOR BID (IFB)	Electric	Multiple	Three (3) Years, w/ Two (2) Optional One (1) Year Renewals	9/1/2024	8/31/2027	\$1,491,030.68
						Sims Crane & Equipment Co				\$745,515.34
						Allegiance Crane & Equipment LLC				\$447,309.20
						Beyel Brothers Inc				\$298,206.14
4	8/29/2024	Government Relations Consulting Services	Professional Services	CONTRACT RENEWAL	Facilities	The Vogel Group, LLC	One (1) Year w/Four (4) – One (1) Yr. Renewals	10/1/2021	9/30/2025	\$192,000.00
4	8/29/2024	Sewer Main Cleaning and CCTV Inspection	Testing and Inspection	CONTRACT RENEWAL	W/WW	Envirowaste Services Group, Inc.	Three (3) Years w/Two (2) – One (1) Yr. Renewals	10/1/2021	3/31/2025	\$407,000.00
4	8/29/2024	JP SJC CR210 Widening-Greenbriar to Cimarrone - Water, Force Main and Reclaim Adjustments	Engineering/Construction Services	CONTRACT RENEWAL	W/WW	Superior Construction Company Southeast LLC	Project Completion	9/10/2024	8/24/2026	\$7,078,076.57
4	8/29/2024	A-3 Fill Dirt and Well Point Sand - Supply and Delivery	Engineering/Construction Services	INVITATION FOR BID (IFB)	W/WW	Multiple	Five (5) Years w/Two (2) – One (1) Yr. Renewals	10/1/2024	9/30/2029	\$2,863,240.00
						Marietta Sand Corporation				\$2,375,800.00
						Billy Culvert Jr. Trucking				\$487,440.00
4	8/29/2024	JEA NGS N01 Grid Floor Refractory Hydro-Demolition	Plant Services	INVITATION FOR BID (IFB)	Electric	Vecta Environmental Services, LLC	Project Completion	3/1/2025	4/14/2025	\$321,786.85
4	8/29/2024	SSF 6 Gas Circuit Breakers	Equipment/Material Purchase	CONTRACT RENEWAL	Electric	GE Grid Solutions, LLC dba GE MDS, LLC	Five (5) Years w/ Two (2) - 1-Yr. Renewals	10/31/2019	10/30/2024	\$563,376.00
4	8/29/2024	Arlington East WRF Exploratory Well	Engineering/Construction Services	INVITATION FOR BID (IFB)	W/WW	Youngquist Brothers, LLC	Project Completion	10/30/2024	7/22/2026	\$15,236,041.75
4	9/5/2024	Woodley Creek Pump Station Rehab	Engineering/Construction Services	INVITATION FOR BID (IFB)	W/WW	Multiple	Project Completion	10/30/2024	1/23/2026	\$1,521,790.35
						RZ Services Group				\$55,000.00
						Heckman Electric				\$75,000.00
4	9/5/2024	Trails 1A	Engineering/Construction Services	DEVELOPER AGREEMENT	W/WW	Hawk Normandy, LLC/Pipeline Constructors, Inc.	Project Completion	3/15/2024	6/30/2025	\$432,026.67
4	9/5/2024	JEA NGS MKVle Upgrade	Electrical Services	SINGLE SOURCE	Electric	GE Vernova International LLC	Project Completion	9/15/2024	4/30/2026	\$2,043,471.00
4	9/12/2024	Buckman Wastewater Reclamation Facility (WRF) Blower System Improvements and Aeration Basin Projects	Engineering/Construction Services	CONTRACT INCREASE	W/WW	Jacobs Engineering Group, Inc.	Project Completion	12/21/2017	9/30/2028	\$427,219.00
4	9/12/2024	Professional Services For Cisco Contact From UCCE 11.6 to PCCE 12.6	Professional Services	CONTRACT INCREASE	TS/CS	Prosys, Inc.	Project Completion	2/1/2023	9/30/2024	\$80,000.00
4	9/12/2024	Occupational Medical Services	Facility Services	CONTRACT RENEWAL	Facilities	CareNow	Three (3) Years w/Three (3) – One (1) Yr. Renewals	10/1/2021	9/30/2025	\$195,000.00
4	9/12/2024	NGS N00 Limestone Piping Replacement	Engineering/Construction Services	INVITATION FOR BID (IFB)	Electric	WG Yates & Sons Construction	Project Completion	10/1/2024	4/14/2025	\$4,045,733.12

JEA Board of Directors Meeting - October 29, 2024 - SUPPLEMENTAL INFORMATION

4	9/12/2024	Water/Wastewater Project Support Services	Professional Services	CONTRACT INCREASE	W/WW	Keville Enterprises, Inc	Five (5) Years w/Two (2) - 1 Yr Renewals	7/1/2019	6/30/2025	\$3,178,290.00
4	9/12/2024	7732 Merrill Rd & 2530 Mayapple - Pump Station Upgrades	Engineering/Construction Services	INVITATION FOR BID (IFB)	W/WW	Ferreira Construction Co., Inc.	Project Completion	10/1/2024	5/28/2026	\$8,117,037.91
4	9/19/2024	Engineering Design Services for the Black Fords WRF	Engineering/Construction Services	CONTRACT INCREASE	W/WW	Ardurra Group, Inc.	Project Completion Start: 06/22/2024 End: 11/30/2027 (Expected)	6/22/2024	11/30/2027	\$2,869,985.05
4	9/19/2024	IFB TRAPB016 One-time Purchase for JEA Inventory	Inventory Material	INVITATION FOR BID (IFB)	Electric	Wesco Distribution, Inc. dba Englewood Electrical Supply (Cooper Expedited Option)	Start Date: 09/19/2024 End Date: 04/01/2025	9/19/2024	4/1/2025	\$463,902.00
4	9/19/2024	Emergency Remediation at Jacksonville School for Autism	Facility Services	EMERGENCY	Facilities	Braddock's Carpet Consultant, Inc., dba ServPro of Mandarin	Project Completion: End Date: 09/20/2024	9/19/2024	9/20/2024	\$850,000.00
4	9/19/2024	Blacks Ford WRF Package Plant Site Work	Engineering/Construction Services	INVITATION FOR BID (IFB)	W/WW	Sawcross, Inc.	Start Date: 10/15/2024 End Date: 04/30/2025	10/15/2024	4/30/2025	\$2,371,325.00
4	9/19/2024	Item GCBAR002 Deadtank Breaker	Inventory Material	CONTRACT INCREASE	Electric	Mitsubishi Electric Power Products, Inc.	Start Date: 01/13/2023 End Date: 11/30/2024	1/13/2023	11/30/2024	\$37,149.00
4	9/19/2024	Post Implementation Professional Service Support For ON-Premise Oracle E-Business Suite Migration To Oracle Cloud Infrastructure	Professional Services	CONTRACT EXTENSION	TS/CS	Accenture, LLP	One (1) Year with No Renewals Start: 07/26/2023 End: 07/31/2025	7/26/2023	7/31/2025	\$746,900.00
4	9/19/2024	1411775846 (IFB) NGS N00 Limestone Piping Replacement	Engineering/Construction Services	INVITATION FOR BID (IFB)	Electric	WG Yates & Sons Construction	Project Completion Start Date: 10/01/2024 End Date: 09/30/2025	10/1/2024	4/14/2025	\$4,045,733.12
4	9/19/2024	CAPSW001 – Single Source Purchase	Disposal Services	SINGLE SOURCE	Electric	Southern States, LLC c/o TCI Sales, Inc.		10/1/2024	9/30/2025	\$609,840.00



2024 Annual Supplier Survey



Executive Summary

Suppliers surveyed view JEA as a good business partner

Key Insights

Supplier Relationship Overview

- 64% of businesses surveyed are Satisfied or Very Satisfied with their overall experience in partnering with JEA
- 100% of respondents are interested in working with JEA again or in the future for a first time; 64% of companies would actively promote JEA as a business partner

Diversity

- 34% of respondents are certified small businesses or a minority owned business; 72% of respondents participate in JEA's supplier diversity program

Solicitation

- Across each solicitation experience area, approximately 60% of the suppliers were satisfied or very satisfied with the experience and overall satisfaction slightly decreased compared to 2023 results

Communication

- In the areas of communication, 70 – 80% of those surveyed were satisfied or very satisfied

Collaboration

- Suppliers view JEA as responsive, thorough, and flexible and 64% of suppliers were satisfied or very satisfied with their collaboration experiences

Conducting Business with JEA

- Supplier dissatisfaction went up slightly in 2024 when compared to 2023 survey results with more respondents shifting to the neutral category
- While 64% would actively promote JEA as a business partner, 100% of respondents are interested in working with JEA again or in the future for a first time

JEA Operational Feedback

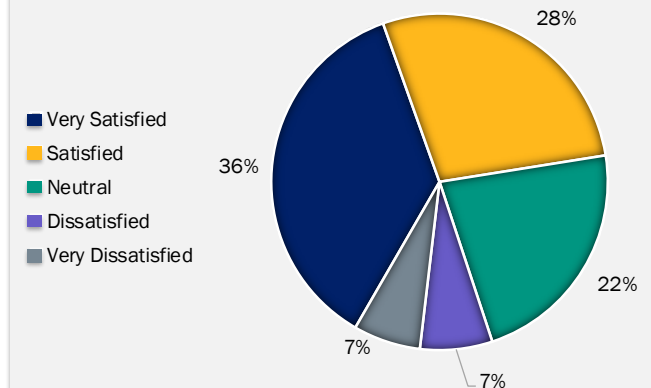
- Suppliers noted highly detailed bid packages and efficiency in the process as strengths of JEA Procurement
- Suppliers identified opportunities for JEA to review that included earlier notification of upcoming bid opportunities, and to review the Zycus solicitation system

Number of Survey Participants

90

Double the participants from 2023 survey

Overall Satisfaction with JEA Processes



Supplier Relationship Overview

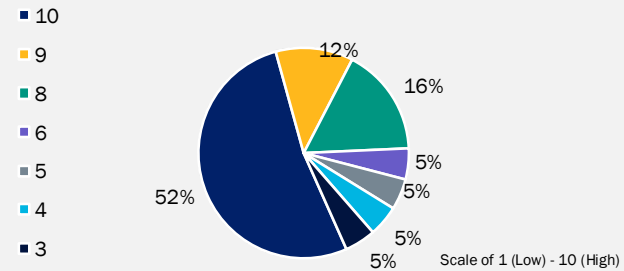


Survey respondents represented a range of industries and JEA's major business units. Suppliers are likely to recommend JEA as a good business partner

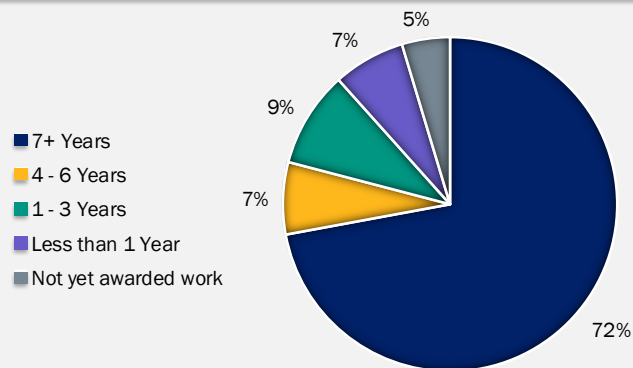
Industries of Participants

- Finance
- Staffing
- Security
- Technology
- Electric Materials
- Concrete
- Construction
- Material Distribution
- Water & Gas Materials

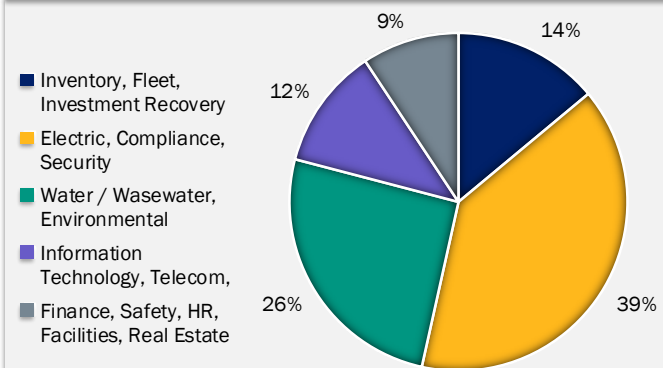
Likelihood to Recommend JEA



Length of Relationship with JEA



Primary Business Units Served

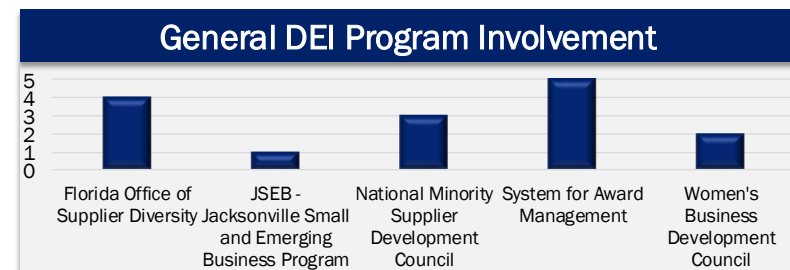
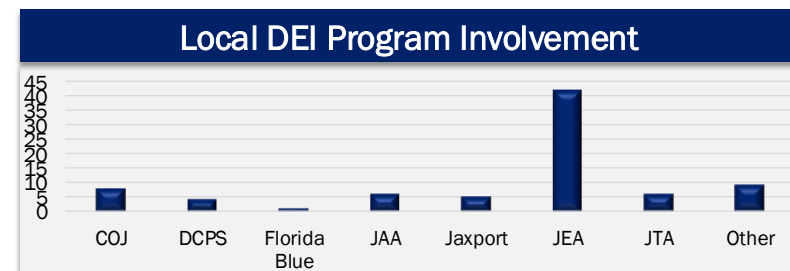
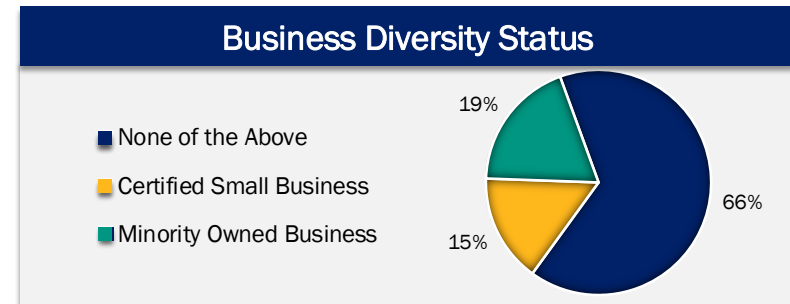
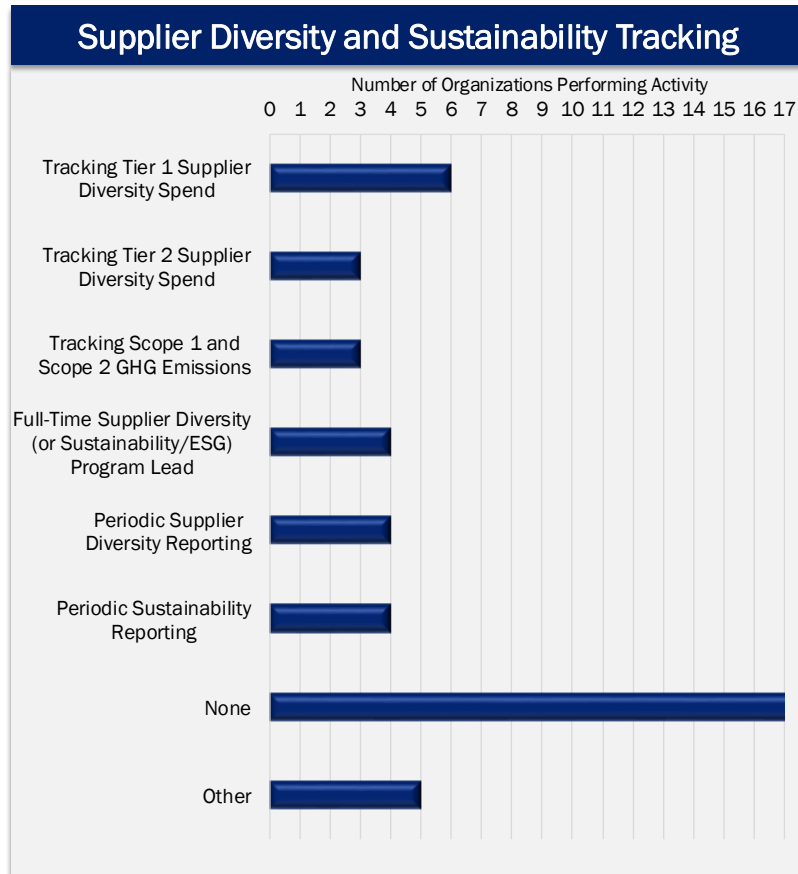


Note: All Charts – 100% is equal to the total share of survey responses

Supplier Diversity



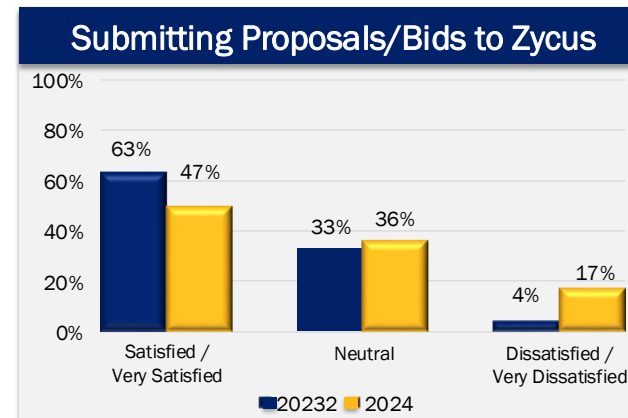
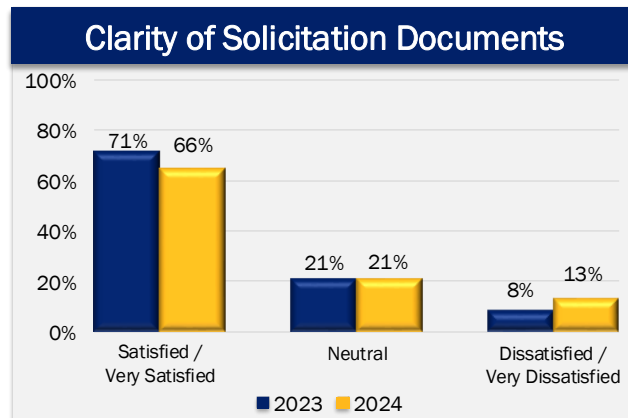
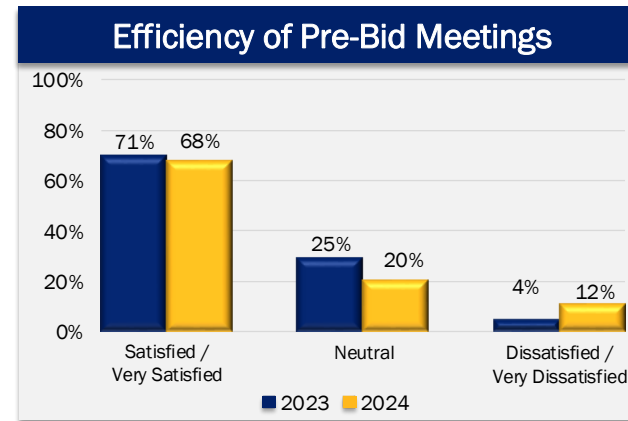
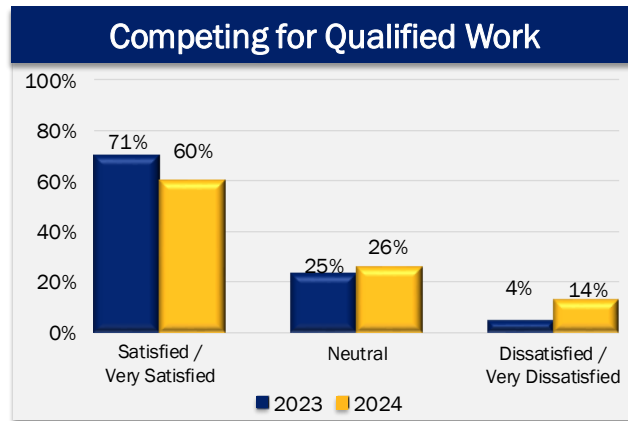
Diverse suppliers account for 19% of survey responses and are active in many local DEI programs



Solicitation



Across each solicitation experience area, approximately 60% of the suppliers were satisfied or very satisfied with the experience and overall satisfaction slightly decreased compared to 2023 results

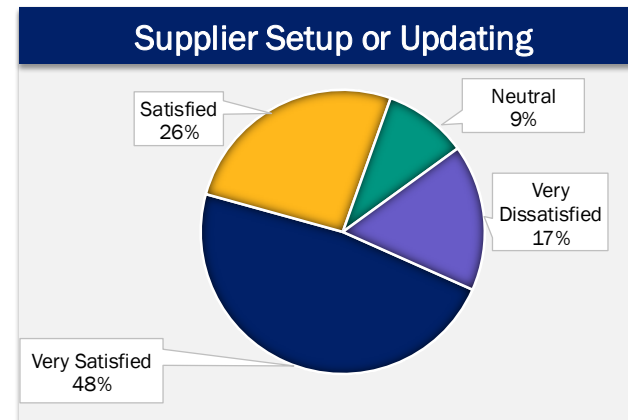
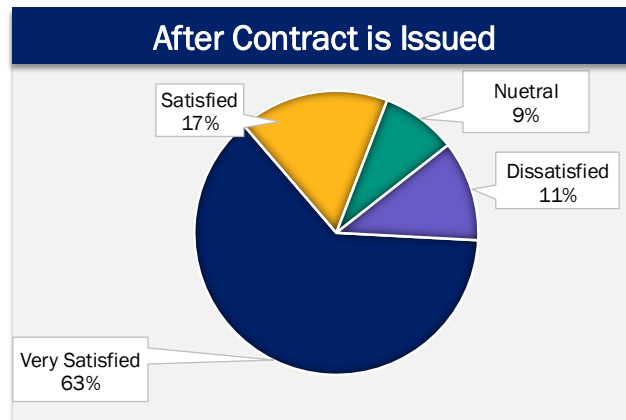
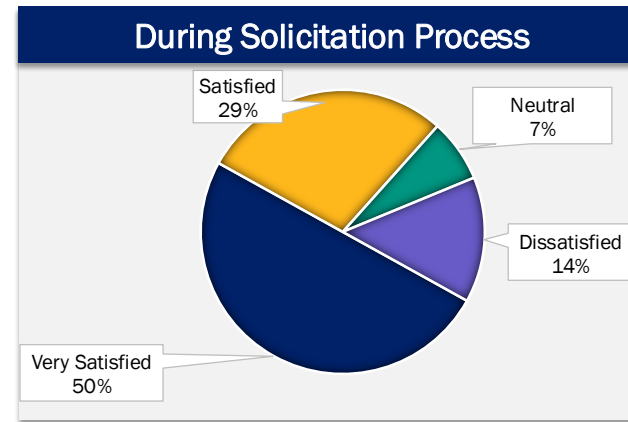
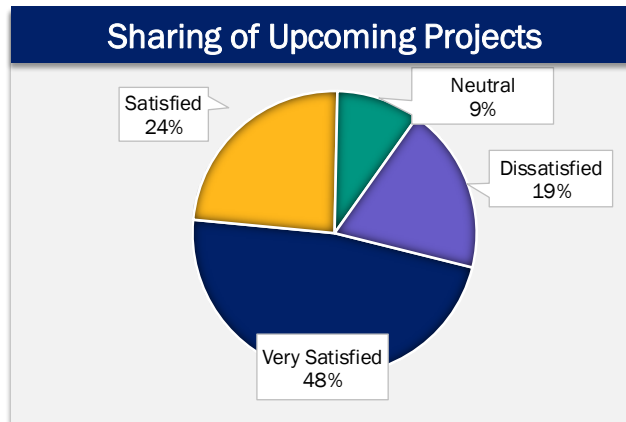


Note: Percentages in the charts represent the portion of the supplier responses

Communication



In the areas of communication, 76% of those surveyed were satisfied or very satisfied



Note: Percentages in the charts represent the portion of the supplier responses

Collaboration

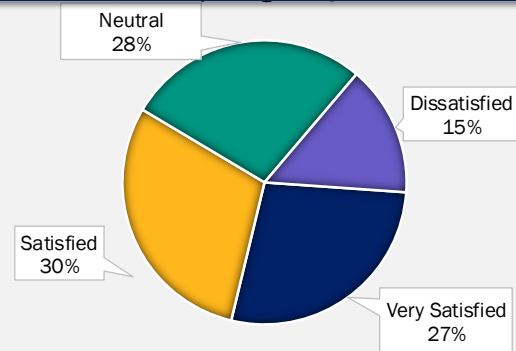


Suppliers view JEA as responsive, thorough, and flexible and 64% of suppliers were satisfied or very satisfied with their collaboration experiences

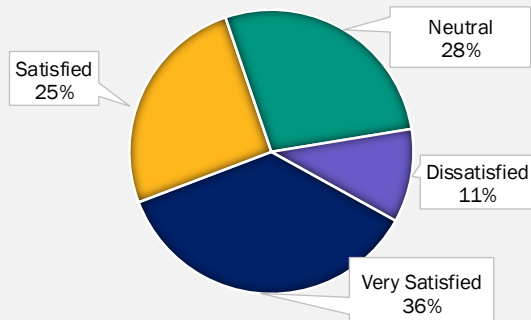
Supplier Feedback on Collaboration

- ❑ JEA Team is easy to communicate with and seems to be readily available
- ❑ JEA does a good job on pre-bid meetings, reviewing bid documents, and ensuring questions get answered
- ❑ Continue to prioritize flexibility with ongoing lead-time challenges

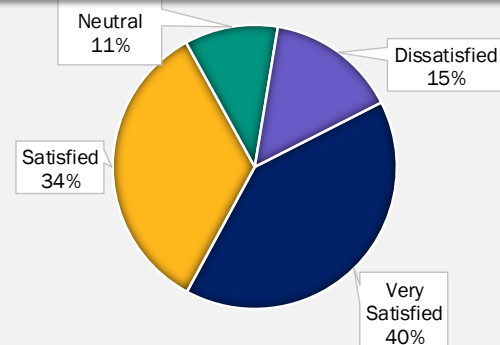
Seeking Feedback from Suppliers



Handling Issues and Disputes



Efforts to Maintain Positive Relationship

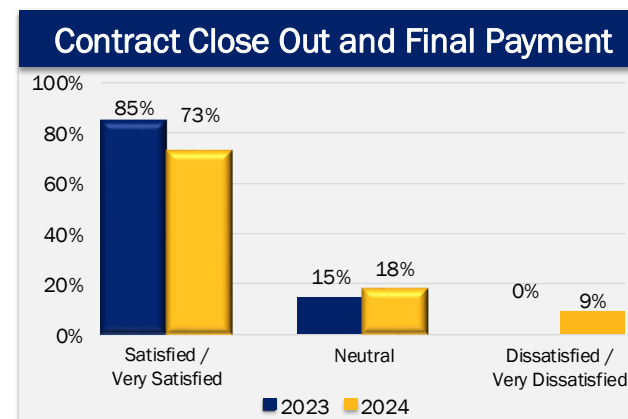
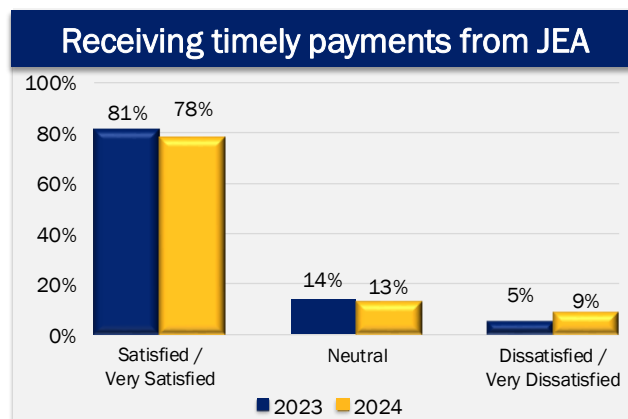
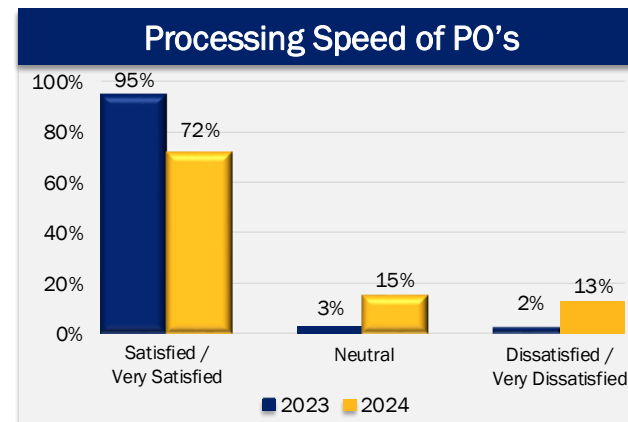
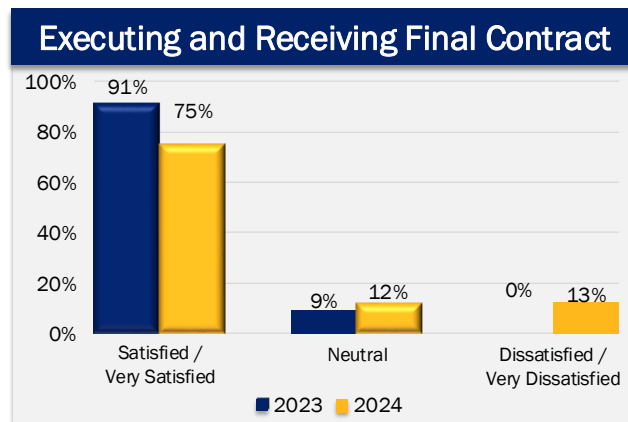


Note: Percentages in the charts represent the portion of the supplier responses

Conducting Business with JEA



Supplier dissatisfaction went up slightly in 2024 when compared to 2023 survey results

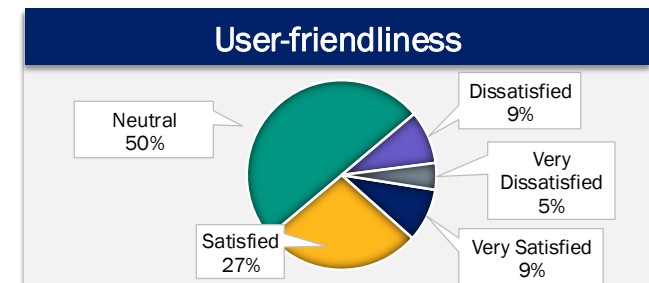
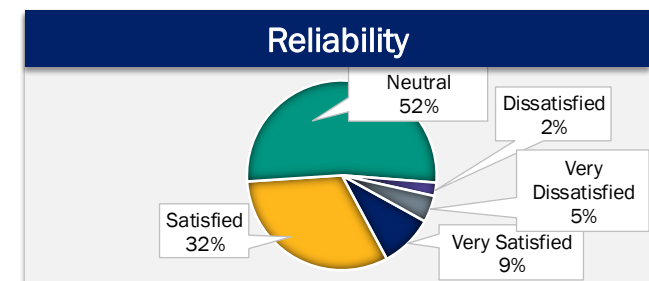
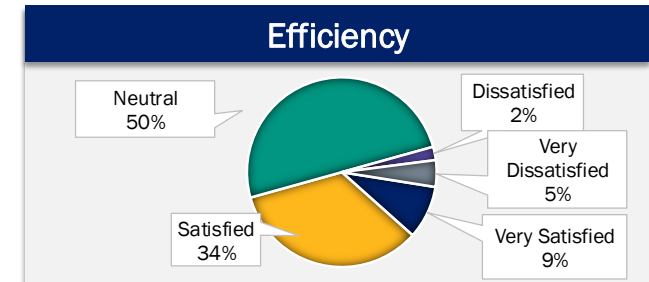
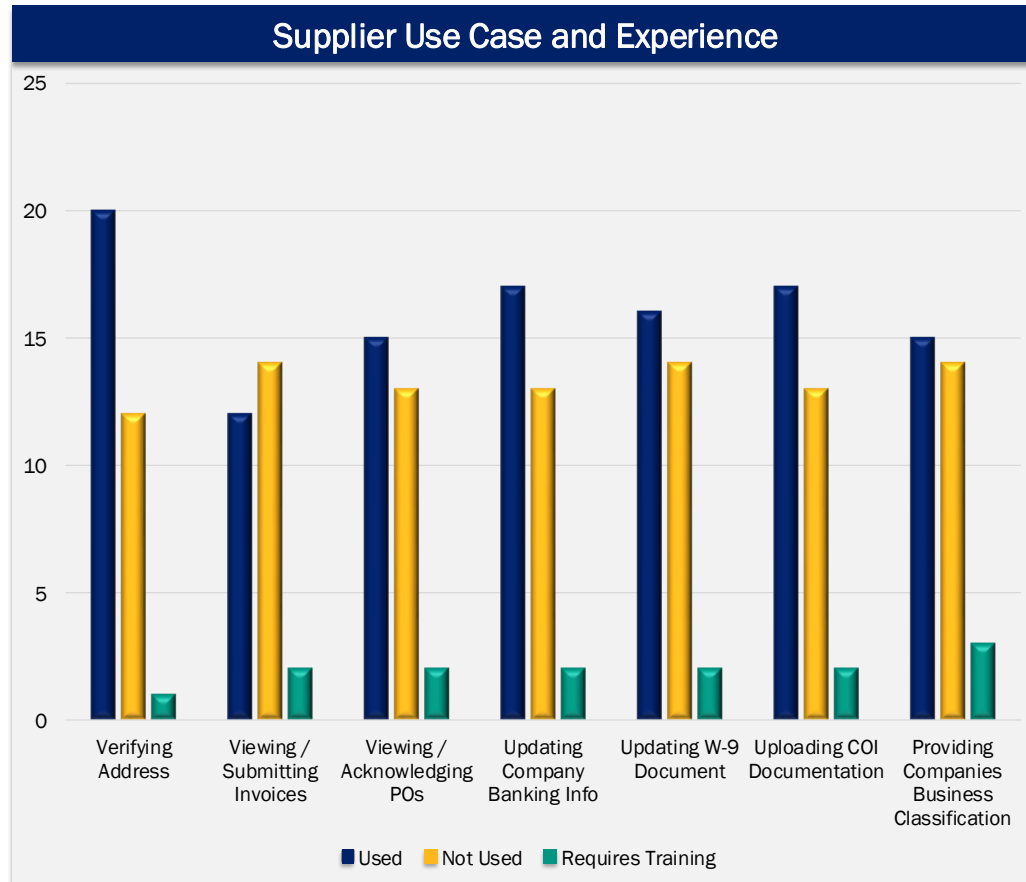


Note: Percentages in the charts represent the portion of the supplier responses

Oracle iSupplier User Satisfaction



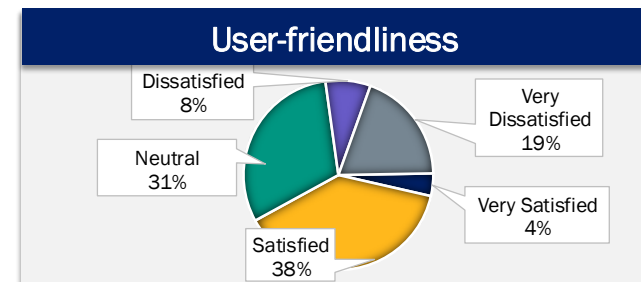
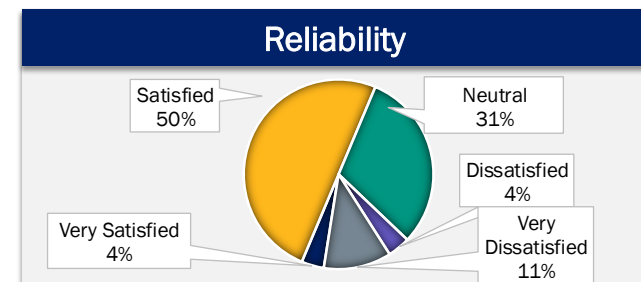
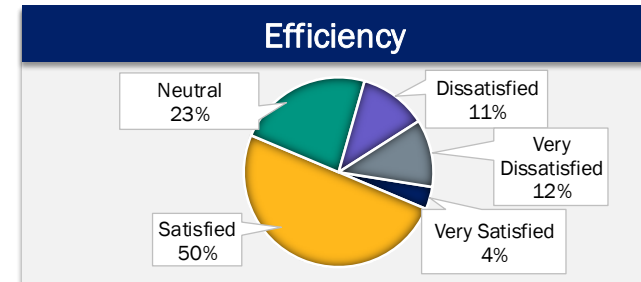
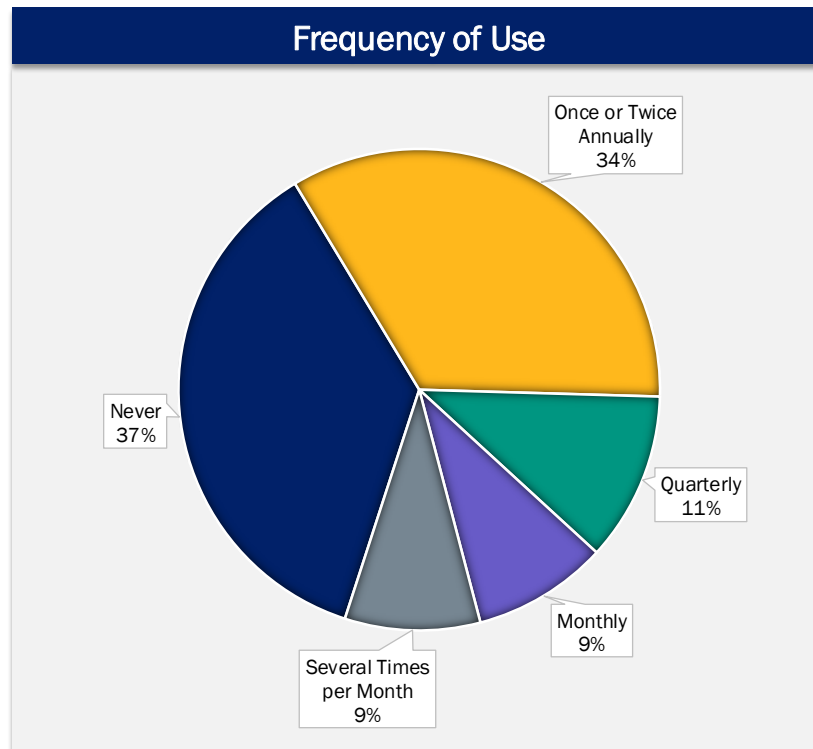
Majority of suppliers evaluated Oracle iSupplier at least neutral across the dimensions evaluated



Note: Percentages in the charts represent the portion of the supplier responses

Zycus User Satisfaction

Majority of suppliers evaluated Zycus at least neutral across the dimensions evaluated



Note: Percentages in the charts represent the portion of the supplier responses

JEA Operational Feedback



Overall, suppliers consider JEA a good business partner and have shared opportunities they believe may further improve interactions and overall operations

Strengths of JEA Procurement

- The professionalism and helpfulness of JEA's procurement and fleet departments
- Smooth process for receiving payments and managing contracts
- Clear and timely communication with suppliers
- Mutual respect and trust in the business relationship
- Effective collaboration on project management and supplier engagement

Opportunities to Review

- Earlier notifications of upcoming projects to allow for better supplier preparation
- Streamlining processes to reduce unnecessary paperwork and improve bid transparency
- More opportunities for diverse and small businesses to participate in bids
- Review Zycus bid system, which was often reported as not user-friendly

Continue to Prioritize

- | | |
|---|--|
| <ul style="list-style-type: none"> ▪ Maintaining transparency and clarity in RFPs and pre-bid meetings ▪ Ensuring ongoing professional development of procurement team ▪ Encouraging open and regular feedback from suppliers ▪ Providing timely payments and clear contract management processes | <ul style="list-style-type: none"> ▪ Expanding supplier diversity and inclusion efforts, particularly for small and minority-owned businesses |
|---|--|

Supplier Perspectives on Market Conditions



Suppliers indicate regulatory changes will cause supply chain issues with contractor support and lead times

Supply Market Outlook

- Utility Industry Wide – Trends include cloud adoption, data analytics, automation and increased regulations
- [Electric BU] Increased focus on cybersecurity and technological disruptions
- [W/WW BU] Legislation regarding effluent management and aquifer recharge will make lead times long
- [IT, Telecom BU] Fraud and identity verification tools are needed to combat fraudsters
- [Electric & W/WW BU] The adoption of drones for inspections is emerging as an important trend
- [W/WW BU] Chlor-alkali markets continue to tighten due to fewer producers and increased regulations

Supply Market Risks

- Increasing demand for underground distribution products and competition with higher-paying industries
- Natural disasters pose risks to supply chains
- Fraud and identity theft are rising concerns within the utility industry
- Long lead times and changes in part numbers from manufactures are causing supply chain disruptions
- Potential challenges due to new National regulations, such as Coal Combustion Residuals (CCR) and Effluent Limitation Guidelines (ELG), impacting timely compliance due to contractor shortages and long lead times

FY24 Jacksonville Small Emerging Business (JSEB) Scorecard

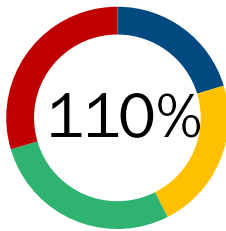
4th QUARTER



JSEB Goal

AVAILABLE SPEND

\$133,000,000



JSEB GOAL

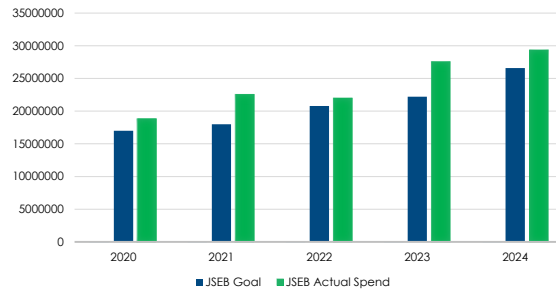
\$26,600,000

JSEB ACTUAL SPEND

\$29,374,021

QTR 1	\$5,968,508
QTR 2	\$6,524,828
QTR 3	\$8,199,351
QTR 4	\$8,681,334

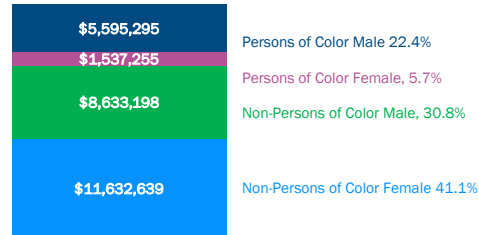
Past 5 Years - JSEB Goal vs. Actual Spend



TOP 10 JSEB SUPPLIERS BY SPEND

DJ Contracting of Jacksonville, Inc.	\$1,494,572.72	Women Bus. Ent.
VIA Consulting Services Inc.	\$1,389,709.47	Women Bus. Ent.
J & D Maintenance and Services	\$1,265,628.69	OTHER
Four Waters Engineering Inc.	\$1,223,532.60	Women Bus. Ent.
Smith Surveying Group, LLC	\$1,199,598.50	OTHER
RZ Service Group LLC	\$992,659.38	African Amer.
Construction and Engineering Services Consultants Inc.	\$847,393.53	African Amer. Women Bus. Ent.
Garmon Trucking, Inc.	\$774,002.29	OTHER
Kirby Development Inc.	\$720,276.38	Women Bus. Ent.
DN Concrete & Construction Services LLC	\$683,760.65	Ent.

JSEB SPEND BREAKDOWN

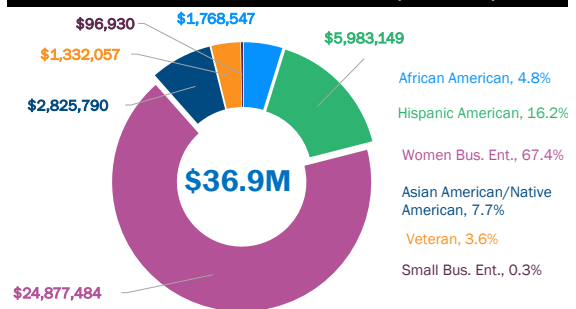


JSEB SPEND	PRIME - 38 53%	SUB - 89 47%	# of JSEBs CURRENTLY DOING BUSINESS WITH = 89
	\$15,520,181	\$13,536,387	# of NEW VENDORS FY24 vs. FY23 = 10
21 JSEBs are Prime and Sub			

TOP 10 DIVERSE SUPPLIERS BY SPEND (NON-JSEB)

Workspend Inc.	\$13,420,574	Women Bus. Ent.
Keville Enterprises, Inc.	\$5,074,804	Women Bus. Ent.
Zabatt Engine Services, Inc.	\$2,099,506	Hispanic Amer.
Netsync Network Solutions, Inc.	\$1,812,918	Hispanic Amer.
Zabatt Power Systems Inc.	\$1,291,138	Hispanic Amer.
SGS Technologie LLC	\$1,221,985	Asian Amer. Women Bus. Ent.
PROSYS	\$976,390	Ent.
JO KELL INC	\$970,086	Women Bus. Ent.
Sumitomo SHI FW N America Equipment Co. Inc.	\$967,500	Asian Amer. Women Bus. Ent.
BCI Integrated Solutions	\$938,574	Ent.

SUPPLIER DIVERSITY BREAKDOWN (NON-JSEB)



OF DIVERSE SUPPLIERS (NON-JSEB) DOING BUSINESS WITH = 76

Quarterly Growth of the Supplier Diversity Program:

	FY23 Actual	FY24 Goal	FY24 Actual (Cumulative)			
			QTR 1	QTR 2	QTR 3	QTR 4
Supplier Diversity Spend	\$36M	\$37.8M	\$6.8M	\$16.1M	\$24.1M	\$36.9M
Diverse Suppliers Currently Doing Business With	75	49	60	72	76	

OUTREACH INITIATIVES



10/3	JSEB Marketplace Hosted by CoJ (Main Library)
10/17	Doing Business w/ JEA
10/25	JSEB Agency Task Force Mtg (@ City Hall)
11/7	Community Outreach Event (In collab. w/ CoJ JSEB Director)