

Date:



«Full_Name»

Dear «First_Name»:

ELECTRIC

WATER

SEWER

This Retention Incentive Agreement establishes the terms of your continued employment with JEA throughout the evaluation period in consideration of possible acquisition or change of control. We will refer to the date of any acquisition as the change of control date.

1. Duration

The term of this Agreement will begin January 16, 2018 and end on the date of change of control (sale, acquisition or change of management due to acquisition or sale) or unless terminated before that date.

2. Title

You will be employed as «Job_Title», devoting your best professional efforts, time and skill to the performance of the duties originally undertaken under your current job description. You will continue to report to «Report_To».

3. Compensation

Your annual base salary is «Salary», and you will be paid in accordance with JEA's normal payroll procedures.

4. Retention Incentive

You will be eligible for a retention incentive of up to 1 X your annual base salary, subject to the terms described below. The retention incentive will be paid to you only if you are still employed by JEA on the change of control date. The retention incentive will be paid to you through the next reasonable payroll cycle following the respective agreement term dates.

5. Termination

If JEA terminates your employment without cause before the end of the duration of this agreement or if you should resign for good reason, JEA will be obligated to pay you only the amount up to that point on a prorated basis. If your employment should be terminated for cause or if you should resign, no payment or prorated payment will be due to you.

For purposes of this Agreement, cause means:

Your willful and continued failure to perform substantially your duties with JEA

Your willful engagement in illegal conduct or gross misconduct.

For purposes of this Agreement, good reason means:

JEA unlawfully discriminates or retaliates against you.

6. Governing Law

The validity, interpretation and performance of this Agreement shall, in all respects, be governed by the relevant laws of this state.

7. Modification

No provision of this Agreement may be modified, altered or amended, except by collective agreement between JEA and you in writing.

8. Arbitration

By signing this Agreement, you agree that any claims or disputes covered by this Agreement or resulting from your employment during the term of the Agreement must be submitted to binding arbitration and that this arbitration will be the only remedy for resolution of any such claim or dispute. This promise to resolve claims by arbitration is equally binding upon both you and JEA

If you accept the terms of this Agreement, please sign below in the space provided and return to Angelia Hiers, Chief Human Resources Officer, by January 23, 2018.

Employee Signature: _____

Manager Signature: _____

Internal communication to all JEA employees, via email newsletter, on December 6, 2017.

To: All Employees

From: Paul McElroy

Re: JEA Valuation Question

In late 2013, JEA embarked upon a strategic journey, with the vision of becoming a premier service provider, valued asset and vital partner in advancing our community. Over the past four years, we have made remarkable progress toward achieving that vision.

- Premier Service Provider – In the past two years, JEA’s residential and business customers have consistently ranked us a premier service provider in the national JD Power Customer Satisfaction Survey.
- Valued Asset – In the past five years, JEA’s balance sheet has improved significantly, driven and supported by exceptional operating and financial performance.
- Vital Partnership in Advancing our Community – JEA has developed strong community partnerships through our JEA Ambassador and employee volunteer programs. We’ve built exceptional, trusted relationships with the local business and non-profit communities. And our relationships with the city and other independent authorities are at an all-time high.

Recognizing the tremendous progress we’ve made toward achieving our vision, outgoing JEA Board Member and Past Chair Mr. Tom Petway shared some thoughts at last week’s Board meeting, challenging the Board to better understand the value of JEA.

Mr. Petway observed:

- JEA is at, or very near, peak performance.
- JEA has great assets, which are operated by exceptionally talented people.
- JEA has significantly improved the balance sheet over the past six years.
- JEA is one of the most valuable assets the City of Jacksonville owns.
- JEA’s success is built on the tremendous amount of capital invested by the citizens of Jacksonville.
- The current marketplace for utility services is vastly different than when JEA was created in 1967.
- The private marketplace is competitive and well regulated by the Florida Public Service Commission.
- The JEA Board should evaluate where JEA fits in this emerging private marketplace of utility companies.

Mr. Petway ended his observation with the following two questions and recommendation for the Board to consider:

- Question 1: Would the customers of JEA and the people of Jacksonville be better served in the private marketplace?
- Questions 2: Should JEA and the City of Jacksonville consider the financial benefits that could come from privatizing JEA?
- Recommendation: Mr. Petway encouraged the JEA Board to request the CEO and JEA team to prepare a report on JEA's financial value in the private marketplace, including any significant public policy and secondary economic impacts. Upon receiving this report, the JEA Board would then be prepared to consider "where does JEA fit" in the private marketplace.

It is very important to note that this question has been asked a number of times in the past. In fact, the following statement was contained in an editorial that appeared in Sunday's Times-Union:

"But selling JEA has been analyzed twice in recent years by the City Council Auditor's Office with reports issued in 2007 and updated in 2012. In both cases, the math simply didn't add up for city government."


In the next several weeks, we will develop a framework and a work plan to guide us in answering the important questions raised by Mr. Petway. As with previous examinations of this issue, our study will take a number of months and will focus on JEA's quantitative value, as well as numerous qualitative considerations for our community. Once we have concluded this study, we will report our findings to the Board.

Of course, the question on everyone's mind is: What's next and where do we go from here?

The answer for all JEA employees is "Business as usual."

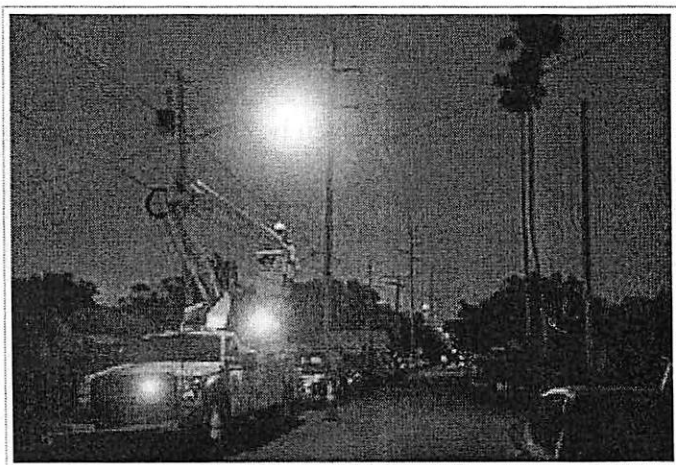
We must continue to deliver the excellent service and value our customers have come to expect and appreciate from us. We must continue to pursue our Mission and Vision. Guided by our Values and our 2018 Cascade initiatives, we must continue to execute our strategies for Earning Customer Loyalty, Delivering Business Excellence and Developing an Unbeatable Team. We must continue forward, just as we did in 2007 and 2012 when we were asked the same questions regarding JEA's value.

In the meantime, please stay focused and be safe.

 URL: http://www.tampabay.com/news/localgovernment/Finally-St-Petersburg-Duke-Energy-agree-on-LED-streetlights_164201185

Finally, St. Petersburg, Duke Energy agree on LED streetlights

By *Divya Kumar*



St. Petersburg's long-awaited partnership with Duke Energy to replace its old street lights with new LED lights was announced by Mayor Rick Kriseman at a news conference Thursday at Silver Lake Park. The city will replace 31,000 street lights. [DIRK SHADD | Times]

ST. PETERSBURG — After years of impasse, Mayor Rick Kriseman and Duke Energy on Thursday evening celebrated a long-awaited partnership to start replacing all 31,000 of the city's incandescent streetlights with LED ones.

In his inaugural address earlier this week, Kriseman hailed the recent agreement as part of a "cleaner, greener" St. Petersburg, saying the new lamps are more energy efficient and will create brighter, safer streets.

FROM 2013: St. Petersburg at odds with Duke Energy over using LED bulbs

The mayor, who won re-election in a bitterly partisan race last year, also could not resist taking a shot at President Donald Trump at Thursday's news conference marking the start of replacing the old street lights.

Hours earlier, the White House announced plans to expand offshore drilling, potentially including off the Florida coast.

"On a day in which the Trump administration announced plans to take us backwards by reopening our gulf waters to oil and gas drilling, it's nice to be able to talk about how we're moving forward in our efforts to reduce our carbon footprint," Kriseman said in front of TV cameras at Silver Lake Park.

The city, however, is one of the last in the state, region and even in Pinellas County itself to adopt LED street lighting. That's because it took several years for St. Petersburg to work out the details with Duke Energy, especially on how they would split the savings.

"We'd rather take our time and get it right than rush through and have to fix something that might not have been exactly the way we wanted it," Kriseman said.

Former City Council member Karl Nurse and St. Petersburg police Chief Tony Holloway were instrumental in orchestrating the agreement, officials said. Improving public safety is a key goal of the new program, the mayor said.

"Brighter streets mean safer streets," Kriseman said. "Brighter, clearer streets also mean a healthier St. Pete. With greater visibility, kids can play and families can go for walks.

"So yes, we're doing a lot more than just changing a light bulb here."

Nurse, whose term expired this week, joked that his beard was still red when he first started pushing for the city to make the switch to LED street lighting six years ago.

In 2013, he estimated it would save about \$1.8 million. But he said to the Tampa Bay Times then that the impasse was because Duke Energy didn't want to split the savings: **"The problem is they just don't want to do it."** A company spokeswoman said then that the two sides were still negotiating.

The projected savings have dropped substantially since then. The new lights are now expected to save the city about \$240,000 a year.

"One of the challenges in this is that the capital costs is all theirs, even though in the long run the costs are less," Nurse said. "They also generate less from power sales. So there's not great motivation for power companies to do this."

But the bulbs use about half the power of the old ones and last longer, reducing the maintenance costs for Duke Energy.

"I'm really excited about this project that we're going to be replacing the street lights with these new, bright, clean, efficient LED lights that are going to make our city just as beautiful at night as it is when the sun is shining in the day," Duke Energy Florida president Harry Sideris said.

The push to convert to LED street lighting is nearly a decade along. Los Angeles started it in 2009 and other U.S. cities soon followed. In 2013, Orlando started a \$5 million effort to convert 14,000 neighborhood street lights. In 2014, Duke Energy started replacing all of Clearwater's 11,290 incandescent lights.

Yet even as the two sides celebrated their new deal Thursday, there was still some disagreement. Sideris said the city would be getting all of the savings. Nurse said the two sides were splitting it: "We'd be happy to take all the savings, but a quarter million a year, that helps."

The important thing, mayoral spokesman Ben Kirby said, is that both the city and utility will benefit in the future.

"We're excited about it," he said, calling it "one of those rare win-wins."

Contact Divya Kumar at dkumar@tampabay.com. Follow [@divyadivya](https://twitter.com/divyadivya).