

Introduced by Council Member Boylan:

ORDINANCE 2020-

AN ORDINANCE RELATING TO JEA AND ARTICLE 21 (JEA), CHARTER OF THE CITY OF JACKSONVILLE; REPEALING SECTIONS 21.03 (COMPOSITION; COMPENSATION; OFFICERS; MEETINGS), 21.08 (EMPLOYEES), AND 21.09 (AWARDS OF CONTRACTS) OF ARTICLE 21 (JEA), CHARTER OF THE CITY OF JACKSONVILLE; AMENDING ARTICLE 21 (JEA), CHARTER OF THE CITY OF JACKSONVILLE; CREATING NEW SECTIONS 21.03 (COMPOSITION; COMPENSATION; OFFICERS; MEETINGS), 21.08 (EMPLOYEES; MANAGING DIRECTOR; MANAGING DIRECTOR EMPLOYMENT CONTRACT), 21.09 (PROCUREMENT; CONTRACTS GENERALLY), 21.11 (PRIVATIZATION, REORGANIZATION, SERVICE TERRITORY TRANSFERS PROHIBITED) AND 21.12 (PUBLIC ENGAGEMENT); RENUMBERING EXISTING SECTIONS 21.11 (LEGISLATIVE AUTHORITY OF COUNCIL) AND 21.12 (SEVERABILITY) TO 21.13 AND 21.14 RESPECTIVELY; PROVIDING FOR PROVISIO LANGUAGE REGARDING 2020-100-E; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Council of the City of Jacksonville:

Section 1. Repealing Sections 21.03 (Composition; compensation; officers; meetings), 21.08 (Employees), and 21.09 (Awards of contracts) of Article 21 (JEA), Charter of the City of Jacksonville. Sections 21.03 (Composition; compensation; officers;

1 meetings), 21.08 (Employees), and 21.09 (Awards of contracts) of
2 Article 21 (JEA), Charter of the City of Jacksonville, a copy of
3 which is attached hereto as **Exhibit 1**, are hereby repealed in their
4 entirety.

5 **Section 2. Amending Article 21 (JEA), Charter of the City**
6 **of Jacksonville.** Article 21 (JEA), Charter of the City of
7 Jacksonville is hereby amended to read as follows:

8 **CHARTER AND RELATED LAWS**

9 **PART A - CHARTER LAWS CHARTER OF THE CITY OF JACKSONVILLE, FLORIDA**

10 * * *

11 **ARTICLE 21. JEA**

12 **Sec. 21.01. - JEA created and continued; audits.**

13 (a) Creation. There is hereby created and established a body
14 politic and corporate to be known as JEA, which is authorized
15 to own, manage and operate for the benefit of the City of
16 Jacksonville a utilities system within and without the City of
17 Jacksonville. JEA is created for the express purpose of
18 acquiring, constructing, operating, financing and otherwise
19 having plenary authority with respect to electric, water,
20 sewer, natural gas and such other utility systems as may be
21 under its control now or in the future. Such utilities may be
22 owned, operated or managed by JEA for the benefit of the City
23 of Jacksonville separately or in such combined or consolidated
24 manner as JEA may determine and JEA may use such name or names
25 in the conduct of its business in connection therewith as it
26 may determine. It is the specific purpose of this ~~article~~
27 Article 21 to repose in JEA all powers with respect to
28 electric, water, sewer, natural gas and such other utilities
29 which are now, in the future could be, or could have been but
30 for this article, exercised by the City of Jacksonville. JEA
31 created and established by this article is the same

1 Jacksonville Electric Authority previously created and
2 established by chapter 67-1569, Laws of Florida, as amended,
3 (including as added to Chapter 67-1320, Laws of Florida by
4 Chapter 78-538, Laws of Florida and, as amended and readopted
5 by Chapters 80-515, and 92-341, Laws of Florida) and, except
6 as otherwise provided or authorized by this article, JEA shall
7 continue to function under this article the same as it
8 previously functioned under chapter 67-1569, Laws of Florida,
9 as amended (including as added to Chapter 67-1320, Laws of
10 Florida by Chapter 78-538, Laws of Florida and, as amended and
11 readopted by Chapters 80-515 and 92-341, Laws of Florida).

12 (b) Audits. JEA's records may be audited at any time by the
13 council auditor pursuant to the council auditor's duties set
14 forth in Article 5 of this Charter.

15 **Sec. 21.02. - Definitions.**

16 In the interpretation of this article, unless the context
17 otherwise requires:

18 (a) The term "utilities systems" means the electric utility system
19 and the water and sewer utility system now operated by JEA
20 which shall include, except where inconsistent with Chapter
21 80-513, Laws of Florida, as amended, or where the context
22 otherwise requires, any "system" or "project" authorized
23 pursuant to the provisions of Chapter 80-513, Laws of Florida,
24 as amended and any natural gas utility system to be operated
25 in the future by JEA together with any other additional
26 utility systems as may be hereafter designated as a part of
27 the utilities systems operated by JEA as provided in section
28 21.04(v) herein.

29 (b) The term "member" means a member of the governing body of JEA.

30 (c) The term "managing director" means the ~~managing director~~ chief
31 executive officer of JEA.

1 (d) The term "utility system" shall mean any of the separate
2 utility systems operated by JEA such as its electric utility
3 system, its water utility system, its wastewater utility
4 system, ~~or~~ its natural gas utility system or any other
5 additional utility systems as may be hereafter designated as a
6 part of the utilities systems operated by JEA.

7 (e) The terms "sewer utility system" and "wastewater utility
8 system" shall each have the same meaning as the other and
9 these terms shall be interpreted as meaning the same.

10 (f) The terms "governing body of JEA" shall mean the appointed and
11 council confirmed members of JEA.

12 **Sec. 21.03. - Composition; compensation; officers; meetings.**

13 (a) Composition; qualifications; removal. The governing body of
14 JEA shall consist of seven members, each of whom shall serve
15 for a term of four years or until such member's successor has
16 been appointed and has qualified. Four members shall be
17 nominated by the council president and confirmed by the
18 council and three members shall be appointed by the mayor, and
19 shall be confirmed by the council. With regard to one member
20 appointed by council through open application, the council
21 president shall nominate an applicant who has one of the
22 following qualifications: was a former JEA employee, or person
23 recommended by an employee, union or group of current or
24 former JEA employees. To the extent feasible and regarding JEA
25 member appointments generally, individuals who have
26 demonstrated corporate, executive or administrative experience
27 working in public or private organizations, including non-
28 profit and government organizations, are preferred, but not
29 required. Each member of JEA shall have been a resident and
30 elector of the city for at least six consecutive months prior
31 to such member's appointment. No member of JEA shall hold any

1 other public office or position. If at any time during a
2 member's tenure on JEA, such member shall cease to possess the
3 qualifications required for membership on JEA, such member
4 shall cease to be a member and a vacancy shall exist on JEA.
5 Any vacancy on JEA, however created, shall be filled for the
6 unexpired term in the same manner as the position was
7 originally filled, and the person filling the vacancy shall
8 have and retain all the qualifications prescribed for
9 membership on JEA. Any member appointed to JEA for two
10 consecutive full terms shall not be eligible for the
11 succeeding term. The members appointed by the mayor may be
12 removed by the mayor at any time with or without cause, but a
13 removal must be approved by a two-thirds vote of the council.
14 The members appointed by the council may be removed by the
15 council at any time with or without cause, but a removal must
16 be approved by a two-thirds vote of the council.

17 (b) *Compensation; applicable laws.* JEA members shall not be
18 entitled to pension or other retirement benefits on account of
19 service on JEA, but members shall be entitled to payment or
20 reimbursement for reasonable expenses incurred as provided by
21 the council. JEA members shall be subject to the provisions
22 of Section 286.012, Florida Statutes, relating to voting at
23 meetings of JEA, and the provisions of Sections 112.311
24 through 112.3175, Florida Statutes, relating to financial
25 disclosure and conflicts of interest. Additionally, JEA
26 members shall be subject to all other relevant and applicable
27 laws and ordinances, including but not limited to, Chapter 286
28 (Public Business: Miscellaneous Provisions), Chapter 112, Part
29 III (Code of Ethics for Public Officers and Employees),
30 Chapter 119 (Public Records), Florida Statutes, as amended,

1 and Chapter 602 (Jacksonville Code of Ethics), Ordinance Code
2 of the City of Jacksonville, as amended.

3 (c) Officers; meetings; quorum; governing documents. JEA shall
4 elect a chairperson, vice-chairperson and secretary and may
5 elect one or more assistant secretaries, each of whom shall
6 serve for one year or until such officer's successor is
7 chosen. JEA may meet at such times and places designated by
8 it and shall hold regular meetings as necessary. Generally,
9 JEA shall meet once a month, but in no event less than eight
10 (8) times a year. Special meetings may be held upon the call
11 of the chairperson or any three (3) members of JEA. JEA
12 meetings shall be subject to Section 286.011 (Florida Open
13 Meetings Laws), Florida Statutes, as amended. A majority of
14 the membership shall constitute a quorum for the purpose of
15 meeting and transacting business. Each member of JEA shall
16 have one vote. JEA shall adopt governing documents,
17 including, but not limited to, bylaws, a board policy
18 manual, and such other rules and regulations not
19 inconsistent with this article or general law. Unless
20 otherwise provided herein, JEA shall annually review and
21 update its governing documents. JEA's bylaws, board policy
22 manual, and other governing documents, including any
23 amendments thereto, shall be posted on JEA's website in a
24 conspicuous manner for the public to view.

25 (d) Office-holding; oath. JEA membership shall be considered an
26 office and limited by the office holding provisions as
27 provided for under the Florida Constitution. No JEA member
28 shall be eligible to serve as a member of JEA while holding
29 another office or being an employee of JEA. All JEA members
30 shall be required by council to take an oath of office

1 consistent with the oath of office taken by other public
2 officials serving on City boards and commissions.

3 (e) Transparency in meetings. JEA should hold its meetings in the
4 most open and transparent manner practicable for the benefit
5 of the general public and citizens of the City of
6 Jacksonville. JEA shall adopt procedural rules regarding the
7 publication of meeting agendas, meeting materials, meeting
8 minutes, and public participation during all meetings,
9 including board meetings and committee meetings, where board
10 or committee action is contemplated. To the greatest extent
11 feasible, JEA is encouraged to adhere to best practices and
12 recommendations regarding openness and transparency contained
13 in latest published edition of Florida's Government-In-the
14 Sunshine Law Manual and Public Records Law Manual prepared by
15 the Office of the Attorney General. At a minimum, such
16 procedural rules should require JEA to (i) publish an agenda
17 and any meeting materials for its board and committee meetings
18 in a conspicuous place on JEA's official website; (ii)
19 promptly post meeting minutes (generally within 72 hours)
20 after each meeting; and (iii) provide the timeframe for when
21 an agenda and any meeting materials must be made available to
22 the public in advance of such meetings. Such rules should also
23 require JEA to deliver copies of its board and committee
24 meeting agendas and any meeting materials thereto to the
25 council auditor in substantially the same timeframe and
26 content as provided to JEA members. Nothing in this subsection
27 shall prohibit JEA from amending previously published meeting
28 agendas and meeting materials in accordance with its bylaws,
29 board policy manual, or other governing documents as
30 applicable.

31 **Sec. 21.04. - Powers.**

1 JEA shall have the following powers, in addition to powers
2 otherwise conferred:

3 (a) To construct, own, acquire, establish, improve, extend,
4 enlarge, reconstruct, reequip, maintain, repair, finance,
5 manage, operate and promote the utilities system.

6 (b) To acquire for the use of the utilities system by grant,
7 purchase, gift, devise, condemnation by eminent domain
8 proceedings, exchange, lease or in any other manner, all
9 property, real or personal, or any estate or interest therein,
10 including without limitation, property used:

11 (1) In connection with the generation, transmission and
12 distribution of electric power and energy~~;~~;

13 (2) In connection with the collection, storage, treatment,
14 processing, disposal, transmission and distribution of
15 water and wastewater including, but not limited to, raw
16 water, potable water, non-potable water, chilled water and
17 reused water; however, JEA shall have no power or
18 authority for the function of stormwater runoff and
19 drainage management~~;~~;

20 (3) In connection with the production, procurement,
21 extraction, manufacture, transmission, transportation,
22 distribution, and storage of natural gas~~;~~; and

23 (4) In connection with the production of steam, the mining,
24 extraction, development, production, manufacture,
25 procurement, transportation, handling, storage, processing
26 or reprocessing of fuel of any kind, to likewise acquire
27 any facility or rights with respect to the supply of
28 water, any rights with respect to minerals, including but
29 not limited to coal, petroleum coke, natural gas and oil
30 and bio-mass facilities for the processing of by-products
31 derived from the operation of the utilities system, solid

1 waste disposal and environmental protection facilities,
2 communication and computer facilities, and any other
3 property, equipment, facilities or property rights
4 whatsoever determined by JEA to be necessary or convenient
5 in connection with the operation, promotion, financing,
6 construction, management, improvement, extension,
7 enlargement, reconstruction, re-equipment, maintenance,
8 repair, decommissioning or disposal of the utilities
9 system or any part thereof, and to sell, lease or
10 otherwise transfer, with or without consideration, any
11 such property when in JEA's discretion it is no longer
12 needed or useful, or such sale, lease or transfer
13 otherwise is in the best interest of JEA, all upon such
14 terms and conditions as JEA shall by resolution fix and
15 determine.

16 The right of eminent domain conferred herein shall be
17 exercised by JEA in the manner provided by law. If JEA leases
18 any real property to another agency, firm, corporation,
19 entity, or individual, it shall cause a memorandum of said
20 ~~lease or leases~~ to be recorded in the official records with
21 the clerk of the circuit court ~~as a matter of public record.~~
22 where the property is located. For any real property that
23 exceeds an assessed value of \$50,000 as determined by property
24 appraiser, JEA shall not sell such real property for less than
25 the appraised value as recorded by the property appraiser for
26 Duval County certified by an MAI certified appraiser, unless
27 approved by the council. ~~If there is no recorded appraised~~
28 ~~value, then JEA shall request the property appraiser for Duval~~
29 ~~County to provide an appraisal prior to the sale of the real~~
30 ~~property.~~

1 Regarding any real property interests acquired or disposed of
2 by JEA pursuant to this subsection, the governing body of JEA
3 shall approve real estate rules and procedures and any
4 amendments thereto governing the reporting, acquisition, sale,
5 purchase, lease, license, transfer, and disposition of real
6 property. Such real estate rules and procedures shall not be
7 inconsistent with this article, including, but not limited to,
8 the express prohibitions set forth in Section 21.11 herein.
9 The governing body of JEA shall review its real estate rules
10 and procedures no less than biennially. The governing body of
11 JEA shall not delegate its approval authority of such real
12 estate rules and procedures, including any amendments thereto,
13 to the managing director or an officer, employee or agent of
14 JEA.

15 (c) To furnish electricity, water, sanitary sewer service, natural
16 gas and other utility services as authorized herein to any
17 person or entity, public or private, within or without the
18 city and for said purposes shall have the right to construct
19 and maintain electric lines, pipelines, water and sewer mains,
20 natural gas lines and related facilities in and along all
21 public highways and streets within or without the city.

22 (d) To sell power and energy, water, sanitary sewer service,
23 natural gas and other utility services as authorized herein at
24 wholesale and retail and/or to provide transmission or other
25 services of any kind to any person or entity, public or
26 private, within or without the State of Florida, directly by
27 JEA, indirectly through other entities and jointly through
28 associations with other utilities or entities engaged in these
29 activities.

30 (e) To enter into contracts with any person or entity, public or
31 private, deemed necessary or desirable by JEA in connection

1 with carrying out its powers and duties, except as otherwise
2 prohibited in this article.

3 * * *

4 (g) To sue and be sued, implead and be impleaded, complain and
5 defend in all courts, to adopt and use a corporate seal, to
6 apply for, hold and own patents and copyrights, to sell or
7 license patents, copyrights, patented or copyrighted materials
8 to other public or private entities. Prices or fees for such
9 sales or licensing may be based upon market considerations.
10 JEA may designate how proceeds from such sales or licensing
11 shall be used. Prices or fees for the sale of copyrighted data
12 processing software, as defined in section ~~119.083~~ 119.011,
13 Florida Statutes, shall be established pursuant to section
14 ~~119.083~~ 119.07, Florida Statutes.

15 * * *

16 (n) To enter into joint project agreements as provided by part II
17 of chapter 361, Florida Statutes, for the purpose of
18 implementing a project, as such term is defined in Part II of
19 Chapter 361, Florida Statutes. A copy of all such joint
20 project agreements shall be filed with the council, the
21 council auditor, and the mayor at least thirty days prior to
22 the effective date of the agreement. Anything in this
23 provision to the contrary notwithstanding, (i) any joint
24 project agreement that involves a transfer of any system,
25 function or operation that ~~comprises more than ten percent of~~
26 ~~the total of the utilities system by sale, lease or otherwise~~
27 ~~to any other utility, public or private,~~ shall be subject to
28 the requirements and limitations of Section 21.11 or (ii) any
29 joint project agreement that involves the issuance of debt not
30 previously authorized by ~~s. Section~~ Section 21.04(i)(2), shall require
31 prior approval of the council.

1 (o) To enter into agreements with one or more other electric
2 utilities, public or private, and related contracts with
3 respect to joint electric power projects as provided in
4 section 2 of chapter 80-513, Laws of Florida, as amended. The
5 provisions of said chapter 80-513, Laws of Florida, as
6 amended, shall govern and control JEA in all respects in the
7 carrying out of a joint electric power project authorized
8 thereunder notwithstanding any provision of the charter or of
9 the Ordinance Code of the City of Jacksonville which may be in
10 conflict therewith.

11 ~~(p) To transfer, sell, finance, lease or otherwise provide~~
12 ~~services or products, or by-products, developed or used by JEA~~
13 ~~incident to the exercise of the powers conferred by this~~
14 ~~article, including but not limited to, energy performance~~
15 ~~contracting, water, sewer and natural gas (and any other~~
16 ~~utility service hereafter provided by JEA) contracting, power~~
17 ~~marketing services, the testing and maintenance of customer-~~
18 ~~owned facilities such as transformers, capacitors, lighting,~~
19 ~~HVAC systems, water cooling and heating systems, energy~~
20 ~~management systems, etc.; the temporary leasing of JEA~~
21 ~~facilities such as oil storage tanks; the supply of steam or~~
22 ~~other thermal energy; the provision of specially conditioned~~
23 ~~power on the premises of customers and the provision of~~
24 ~~services or products to build, transfer, lease, finance,~~
25 ~~operate or sell cogeneration facilities, small power~~
26 ~~production facilities, specially conditioned power, energy~~
27 ~~conservation, energy efficiency and dispersed generation to~~
28 ~~other electric utilities both within and without the state or~~
29 ~~to any wholesale or retail customers of JEA, upon such terms~~
30 ~~and conditions as JEA shall by resolution fix and determine;~~
31 ~~and to transfer, sell, finance, lease or otherwise provide~~

1 ~~services, products or by-products developed or used by JEA~~
2 ~~incident to the exercise of the powers conferred by this~~
3 ~~article, in the delivery of water, wastewater and natural gas~~
4 ~~services, including but not limited to the financing, testing,~~
5 ~~maintenance and operation of customer owned facilities used in~~
6 ~~water, wastewater and natural gas functions; provided,~~
7 ~~however, that JEA will not enter into any activity pursuant to~~
8 ~~this section in addition to those activities listed herein~~
9 ~~without first providing written notice of such activities to~~
10 ~~the council auditor no less than 30 days before the~~
11 ~~commencement of such activity. Nothing in this article shall~~
12 ~~authorize or be construed to authorize JEA to transfer any~~
13 ~~function or operation which comprises more than ten percent of~~
14 ~~the total of the utilities system by sale, lease or otherwise~~
15 ~~to any other utility, public or private without approval of~~
16 ~~the council; provided, however, that no approval by the~~
17 ~~council shall become effective without subsequent referendum~~
18 ~~approval of the terms and conditions of the sale. So long as~~
19 ~~there are outstanding any of the city's "Capital Project~~
20 ~~Revenue Bonds" as originally authorized pursuant to Ordinance~~
21 ~~97-1054-E, the council may approve only such transfer which~~
22 ~~does not materially adversely affect future receipts of JEA~~
23 ~~contributions as defined therein.~~

24 To provide, supply, transfer, sell, finance, or lease
25 services, products, by-products, or activities developed or
26 used by JEA incident to the exercise of the powers conferred
27 by this article in the delivery of the utilities systems in
28 the following manner:

- 29 (1) *JEA governing body approval.* The governing body of JEA
30 shall approve in advance all services, products, by-
31 products or activities developed or used by JEA in

1 accordance with this subsection (p) at a duly noticed
2 meeting. The governing body of JEA shall not delegate its
3 approval authority under this subsection to the managing
4 director or an officer, employee or agent of JEA.

5 (2) Permitted services, products, by-products and activities.

6 The services, products, by-products and activities
7 expressly permitted to be developed or used by JEA
8 pursuant to this subsection (p) shall include, but not be
9 limited to, providing, supplying, transferring, selling,
10 financing or leasing the following: (i) energy performance
11 contracting; (ii) water, sewer and natural gas (and any
12 other utility service hereafter provided by JEA)
13 contracting; (iii) power marketing services; (iv) testing
14 and maintenance of customer-owned facilities such as
15 transformers, capacitors, lighting, HVAC systems, water
16 cooling and heating systems, energy management systems,
17 etc.; (v) temporary leasing of JEA facilities such as oil
18 storage tanks; (vi) steam or other thermal energy services
19 and contracting; (vii) services regarding specially
20 conditioned power on the premises of customers; (viii)
21 services or products to build, transfer, lease, finance,
22 operate or sell cogeneration facilities, small power
23 production facilities, specially conditioned power, energy
24 conservation, energy efficiency and dispersed generation
25 to other electric utilities both within and without the
26 state or to any wholesale or retail customers of JEA, upon
27 such terms and conditions as JEA shall by resolution fix
28 and determine; and (ix) financing, testing, maintenance
29 and operation of customer owned facilities used in water,
30 wastewater and natural gas functions.

31 (3) Required notice of additional services or products not

1 expressly listed in subsection (p)(2) above. JEA shall
2 not provide, supply, transfer, sell, finance or lease any
3 additional service, product, by-product or activity not
4 expressly listed in subsection (p)(2)(i)-(ix) above
5 ("additional service or product") to any person or entity
6 under this subsection without first providing written
7 notice as provided herein of such additional service or
8 product to the council auditor no less than 60 days prior
9 to such date that the governing body of JEA is scheduled
10 to approve such additional service or product in
11 accordance subsection (p)(1). JEA's required written
12 notice to the council auditor shall include the following
13 information regarding such additional service or product:
14 (i) an express reference in the notice that the notice is
15 being provided pursuant to this subsection (p); (ii) a
16 detailed description of the additional service or product;
17 (ii) a copy of any applicable business plans; (iii) a
18 copy of any proposed contracts; (iv) a financial analysis,
19 including projected revenues and expenses; and (v) any
20 other information developed by JEA or third parties
21 regarding the additional service or product. Any action
22 by JEA to provide, supply, transfer, sell, finance or
23 lease an additional service or product pursuant to this
24 subsection shall be void without the required prior
25 approval of the governing body of JEA and prior notice to
26 the council auditor as provided herein. JEA shall provide
27 the mayor and council with a general notice regarding such
28 additional service or product concurrent with the required
29 council auditor notice provided herein.

30 (4) Annual report. JEA shall provide a comprehensive annual
31 written progress report to the mayor, council, and council

1 auditor regarding all services, products, or by-products
2 developed or used by JEA pursuant to this subsection (p).

3 (5) Prohibition. JEA shall not exercise any powers pursuant
4 to this subsection (p) that are expressly prohibited in
5 this article, including, but not limited to, the express
6 prohibitions set forth in Section 21.11 herein.

7 (q) (1) To collect from customers and ratepayers monthly or one-
8 time voluntary contributions to be deposited into an
9 elderly and/or handicapped or low income customer
10 emergency trust fund administered by JEA. The proceeds of
11 such trust fund may be expended periodically by JEA for
12 the purpose of providing financial assistance to elderly
13 and/or handicapped or otherwise needy low income residents
14 living within the service area of JEA for the payment of
15 their utilities needs. The method of administration of
16 such trust fund, including the collection and distribution
17 thereof, shall be as provided by ordinance of the council.
18 The results of such giving program shall be reported
19 annually each July 1st to the council.

20 (2) Upon the unanimous approval of the ~~Board~~ governing body of
21 JEA, and a two-thirds vote of the ~~City Council~~ council, to
22 collect monthly or one-time voluntary contributions from
23 customers and ratepayers, for a charitable, scholastic, or
24 public service community giving program. Contributions
25 from any such program shall be passed through to an
26 appropriate non-profit entity for administration and
27 distribution and shall not be administered by JEA. The
28 results of such giving program shall be reported annually
29 each July 1st to the ~~Council~~ council.

30 (3) Upon approval of the ~~Board~~ governing body of JEA, to
31 collect monthly or one-time voluntary contributions from

1 customers, ratepayers or other contributors for other
2 customer assistance programs directly related to services
3 or utilities provided by JEA. ~~The results of such giving~~
4 ~~program(s) shall be reported annually each July 1st to the~~
5 ~~Council.~~ Contributions from any such program shall be
6 passed through to an appropriate non-profit entity for
7 administration and distribution and shall not be
8 administered by JEA. The results of such giving program(s)
9 shall be reported annually each July 1st to the council.

10 * * *

- 11 (s) Except as otherwise prohibited herein, to ~~To~~ delegate any act
12 authorized pursuant to this article to any officer, employee
13 or agent of JEA as it may deem necessary or desirable for the
14 prudent management of JEA.

15 * * *

- 16 (x) To coordinate carefully with the Department of Public Works of
17 the City of Jacksonville, ~~and~~ the Jacksonville Transportation
18 Authority, and other independent agencies of the City of
19 Jacksonville, the planning and execution of engineering and
20 construction projects involving underground work and streets
21 and highways to seek to minimize the total cost of such
22 projects and to reduce disruption to the citizens of the city
23 to the maximum extent possible.

- 24 (y) To expend JEA funds up to ~~one and one-half (1.5)~~ one (1%)
25 percent of the prior year's gross revenues to promote the
26 efficient use of JEA's services through public education
27 including exhibits, conferences, displays, tours and other
28 events customary to the utilities industry and also to
29 publicize, advertise and promote the ~~objects~~ objectives of
30 this article and to promote the objectives of JEA all in the
31 manner set forth by resolution of JEA. Accordingly, JEA may

1 expend its funds to make known to the users, potential users
2 and public in general the advantages, facilities, resources,
3 products, attractions and attributes of the services provided
4 by JEA and to further create a favorable climate of opinion
5 concerning the activities and projects authorized and
6 indicated by this article. JEA may also, to the extent
7 permitted by the laws of the State of Florida, expend funds in
8 cooperative efforts to and with other agencies, both public
9 and private, in accomplishing the purposes enumerated and
10 indicated by this article; and in furtherance thereof. JEA may
11 also authorize reasonable expenditures for any and all of the
12 purposes herein enumerated, including but not limited to,
13 meals, hospitality and entertainment of persons snacks or
14 meals made generally available to the public in the interest
15 of promoting and engendering good will toward the activities
16 and projects herein authorized. Whenever an expenditure of
17 funds for any of the foregoing purposes is made by a member or
18 employee of JEA, JEA may reimburse such member or employee
19 therefor, but only after such expenditures have been duly
20 authorized by JEA or its managing director if so delegated to
21 do so. JEA will provide a list of proposed promotional
22 expenditures each year to the council auditors. The spending
23 limitation on promotional expenditures set forth in this
24 subsection (y) shall not apply to newly approved utility
25 systems under subsection (v) and "additional services or
26 products" under subsection (p). For purposes of this
27 subsection "newly approved" shall mean within seven years of
28 the approval date for such utility system or additional
29 service or product. All funds expended by JEA as reimbursement
30 for travel expenses shall be subject to Chapter 106, Part 7, of
31 the City of Jacksonville Ordinance Code. JEA shall not

1 exercise any powers pursuant to this subsection (y) to promote
2 the privatization, transfer or reorganization of JEA as
3 expressly prohibited in Section 21.11 herein or otherwise in
4 this article.

5 * * *

6 (dd) To the extent permitted by the laws of the State of Florida,
7 to have ownership and membership in separate organization
8 entities, including but not limited to corporations, to
9 conduct utility related activities and functions. A copy of
10 all such ownership agreements, and any amendments thereto,
11 shall be filed with the council and the mayor at least thirty
12 (30) days prior to the effective date of the agreement.

13 * * *

14 (ff) Subject to the prior approval of the governing body of JEA,
15 to:

16 (1) Explore, investigate or consummate a privatization or
17 transfer to an entity by sale, lease, assignment or
18 other disposition of up to, but not more than, ten
19 percent (10%) of the net capital assets (as defined in
20 Section 21.11) of an included system, or the management,
21 function, or operation of any portion of an included
22 system which comprises not more than ten percent (10%)
23 of the net capital assets of such included system
24 without council approval;

25 (2) Explore, investigate or consummate a reorganization of
26 JEA, or JEA's governance structure in a manner that
27 would affect JEA's ownership or management control of up
28 to, but not more than, ten percent (10%) of the net
29 capital assets of an included system without council
30 approval;

31 (3) Sale, lease, assign or otherwise transfer up to, but not

1 more than, one percent (1%) of the service territory of
2 a JEA included system to any entity without council
3 approval; and

4 (4) Sale, lease, assign or otherwise transfer up to, but not
5 more than, one percent (1%) of JEA's electric, water, or
6 wastewater, customer accounts based on the latest
7 available JEA monthly financial statements without
8 council approval.

9 For purposes of this subsection (ff) and as applicable, terms
10 and phrases used in this subsection shall have the meaning
11 ascribed to them in Section 21.11 herein. [Reporting
12 placeholder]

13 **Sec. 21.05. - Construction.**

14 ~~The powers of JEA shall be construed liberally in favor of JEA.~~
15 ~~No listing of powers included in this article is intended to be~~
16 ~~exclusive or restrictive and the specific mention of, or failure to~~
17 ~~mention, particular powers in this article shall not be construed~~
18 ~~as limiting in any way the general powers of JEA as stated in~~
19 ~~Section 21.04. It is the intent of this article to grant to JEA~~
20 ~~full power and right to exercise all authority necessary for the~~
21 ~~effective operation and conduct of JEA. It is further intended that~~
22 ~~JEA should~~ The express powers granted to JEA in this article shall
23 be strictly construed for purposes of determining JEA's authority
24 and powers pursuant to this article. In addition to the express
25 powers granted herein, JEA shall have all implied powers necessary
26 or incidental to carrying out the expressed powers and the
27 expressed purposes for which JEA is created. However, any such
28 implied power of JEA shall be strictly construed in relation to the
29 relevant and applicable express power or express purpose granted to
30 JEA in this article. The fact that this article specifically states
31 that JEA possesses a certain power does not mean that JEA must

1 exercise such power unless this article specifically so requires.
2 JEA's power to levy special assessments shall not be deemed to be
3 the power to levy taxes.

4 * * *

5 **Sec. 21.07. - Fiscal and budgetary functions.**

6 JEA shall have fiscal and budgetary functions, subject to the
7 limitations herein expressed:

8 ***

9 ~~(j) JEA shall employ and fix the compensation of the managing~~
10 ~~director, who shall manage the affairs of the utilities system~~
11 ~~under the supervision of JEA. The entire working time of such~~
12 ~~managing director shall be devoted to the performance of the~~
13 ~~duties of such office and the managing director shall have no~~
14 ~~outside employment or business. The managing director shall be~~
15 ~~a graduate of an accredited college or university, or have at~~
16 ~~least ten years' managerial experience in a consumer-oriented~~
17 ~~industry or comparable enterprise. JEA may appoint and fix the~~
18 ~~compensation of 48 staff assistants to the managing director,~~
19 ~~to serve at the pleasure of JEA. JEA shall employ and fix the~~
20 ~~compensation of the department heads, deputy directors of~~
21 ~~departments, division chiefs and assistant division chiefs of~~
22 ~~the utilities system. JEA may adopt position titles different~~
23 ~~from those recited herein, consistent with utility industry~~
24 ~~practice. The managing director, department heads, deputy~~
25 ~~directors of departments, staff assistants, division chiefs~~
26 ~~and assistant division chiefs shall not be included within the~~
27 ~~civil service system of the city. JEA may employ such~~
28 ~~certified public accountants, consultants and other employees~~
29 ~~for special purposes, not within the civil service system, as~~
30 ~~it may require, and fix and pay their compensation. Whenever~~
31 ~~used in this s. 21.07(i), "compensation" shall mean both~~

1 salary and benefits, exclusive of city pension benefits. All
2 personnel appointed by JEA pursuant to this s. 21.07(i) shall
3 participate in the City of Jacksonville pension plan in the
4 same manner as other employees of JEA who participate in such
5 plan. However JEA shall have the option to establish an
6 employee deferred compensation program separate from the
7 city's employee deferred compensation program Reserved.

8 ***

9 (m) When JEA is in receipt of a request for information from the
10 council auditor pursuant to the authority of the council
11 auditor under Section 5.10 of the charter, it shall, within
12 two business days of receipt of the request, 1) acknowledge
13 receipt of the request by electronic mail to the council
14 auditor, and 2) submit to the council auditor an estimated
15 timeframe for which the information requested will be
16 available to the council auditor for review. If the
17 information requested by the council auditor is not within the
18 purview of JEA or JEA is unsure of the request or unfamiliar
19 with the information that is requested, it should provide such
20 explanation in its response to the council auditor.

21 **Sec. 21.08. - Employees; managing director; managing director**
22 **employment contract.**

23 (a) Generally. All employees of the utilities system shall be
24 employees of JEA and shall be subject to Articles 16 and 17
25 unless otherwise provided by the council, which shall be and
26 continue to be the legislative body as provided in Section
27 447.203(10), Florida Statutes. JEA shall be fully responsible
28 for the administration and operation of all utility services
29 as set out in this article and in order to meet its
30 administrative and operational responsibilities, JEA shall
31 have full and independent authority to hire, transfer,

1 promote, discipline, terminate and evaluate employees engaged
2 to provide any and all of the utilities services for which it
3 is responsible and accordingly, consistent with the provisions
4 of Article 17, JEA may establish employment policies relating
5 to hiring, promotion, discipline and termination, and other
6 terms and conditions of employment, and enter into
7 negotiations with employee organizations with respect to
8 wages, hours and terms and conditions of employment and take
9 such other employment related action as needed to assure
10 effective and efficient administration and operation of the
11 utilities system. In order to effectively implement the
12 foregoing, JEA shall perform all functions with regard to its
13 own employees that are performed by the City department or
14 division which oversees city employees in regard to personnel
15 matters. JEA, at its expense, shall provide accidental death
16 benefits for all employees engaged in hazardous duty as
17 determined by JEA, in the amount of \$50,000 payable to the
18 beneficiary named by the employee, or as otherwise provided,
19 in the event said employee dies as a result of an accident
20 occurring to any employee in the course of his/her employment.
21 Nothing contained in this Section 21.08 shall be construed to
22 supersede or repeal any provision of Section 12 of Chapter 80-
23 513, Laws of Florida, as amended.

24 **(b) *Managing Director.*** The governing body of JEA shall employ and
25 fix the compensation of the managing director, who shall serve
26 at the pleasure of the governing body of JEA. The managing
27 director shall manage the affairs of the utilities system
28 under the supervision of JEA. The entire working time of such
29 managing director shall be devoted to the performance of the
30 duties of such office and the managing director shall have no
31 outside employment or business. The managing director shall be

1 a graduate of an accredited college or university, and have at
2 least five years executive experience within the utilities
3 industry. The managing director shall have a fiduciary duty of
4 loyalty, fidelity, and allegiance to act at all times in the
5 best interests of JEA and will act in a manner consistent with
6 the responsibilities of this Article 21 and other policies,
7 rules and regulations established by JEA's governing body
8 regarding the conduct of JEA employees. The managing
9 director's employment agreement, if any, shall be subject to
10 the provisions of subsection (d) below.

11 (c) *Other Employees.* The governing body of JEA may appoint and fix
12 the compensation of 48 staff assistants to the managing
13 director, to serve at the pleasure of JEA. JEA shall employ
14 and fix the compensation of the department heads, deputy
15 directors of departments, division chiefs and assistant
16 division chiefs of the utilities system. JEA may adopt
17 position titles different from those recited herein,
18 consistent with utility industry practice. The managing
19 director, department heads, deputy directors of departments,
20 staff assistants, division chiefs and assistant division
21 chiefs shall not be included within the civil service system
22 of the city. The managing director may employ such certified
23 public accountants, consultants and other employees for
24 special purposes, not within the civil service system, as it
25 may require, and fix and pay their compensation. Whenever used
26 in this s. 21.08, "compensation" shall mean both salary and
27 benefits, exclusive of city pension benefits.

28 (d) *Limitation on employment contracts.* JEA may have an employment
29 contract with the managing director only. The managing
30 director's employment contract shall be approved by the
31 governing body of JEA. At a minimum, the managing director's

1 employment contract shall satisfy the following requirements:

2 (1) The contract term, including any renewal term, shall not
3 exceed five (5) years;

4 (2) The amount of severance pay, if any, shall not exceed the
5 amounts allowed under Florida law and shall not be
6 permitted if the managing director is terminated for
7 cause;

8 (3) The contract shall not contain a mandatory consulting,
9 separation and transition, or similar agreement that is
10 triggered due to the managing director's termination
11 under the contract;

12 (4) JEA shall not be required to release, indemnify or hold
13 harmless the managing director against any claims except
14 as otherwise permitted by law;

15 (5) JEA shall not be required to pay for or provide legal
16 counsel to the managing director beyond the legal counsel
17 required of the Office of General Counsel pursuant to
18 this charter or Florida law;

19 (6) The contract shall contain a provision that the managing
20 director serves at the pleasure of the JEA members and
21 may be terminated with or without cause;

22 (7) If the contract includes a termination for cause
23 provision, such provision must provide a reasonable and
24 customary definition of cause consistent with Florida
25 case law; and

26 (8) All compensation terms shall be reasonable and customary
27 and similar to other public utilities comparable to JEA
28 when taking into account the size of JEA's territory
29 area, employee workforce, and utility systems.

1 Any managing director employment contract entered into by JEA
2 that does not satisfy the minimum requirements above shall be
3 null and void.

4 (e) Pension and Deferred Compensation Plan. All personnel
5 appointed by JEA pursuant to this Section 21.08 shall
6 participate in the City of Jacksonville pension plan in the
7 same manner as other employees of JEA who participate in such
8 plan. JEA is authorized to establish a single deferred
9 compensation program for its employees separate from the
10 city's employee deferred compensation program. Such program
11 shall be approved by the governing body of JEA and shall be
12 subject to and comply with all federal and state laws
13 applicable to deferred compensation programs for public or
14 government employees, including, but not limited to, the
15 Internal Revenue Code, as amended, and Section 112.215,
16 Florida Statutes, as amended. JEA shall provide the council
17 auditor with an end of fiscal year annual report regarding the
18 deferred compensation program.

19 (f) Employee Bonus Program. JEA may implement or adopt an employee
20 bonus plan or program ("bonus program") for JEA employees
21 pursuant to Section 215.425(3), Florida Statutes, as amended,
22 subject to the prior approval of the governing body of JEA.
23 The governing body of JEA shall approve such bonus program
24 annually, and if such bonus program is not approved by the
25 governing body of JEA, the program shall be void. The
26 governing body of JEA shall not delegate its approval
27 authority under this subsection to the managing director or an
28 officer, employee or agent of JEA. Such bonus program must
29 comply with Section 215.425(3), Florida Statutes, as amended,
30 this charter, and other applicable laws. The governing body
31 of the JEA shall establish rules, procedures, and standards

1 regarding such bonus program. Additionally, JEA shall include
2 a budget line item and specific detailed plan regarding such
3 bonus program in its annual budget submission to council. JEA
4 shall also provide the council auditor with an annual end of
5 fiscal year report regarding the progress of the bonus
6 program.

7 (g) [placeholder for 2020-185-E provisions]

8 **Sec. 21.09. - Procurement; contracts generally.**

9 (a) Procurement.

10 (1) Applicability. This subsection (a) shall only apply to
11 contracts awarded by the JEA procurement awards committee.

12 (2) Open and Fair Competition. To the greatest extent reasonably
13 practicable, JEA shall use open, fair, competitive, and
14 generally accepted government procurement methods that seek
15 to encourage the most competition and best price for the
16 purchase of supplies, construction, professional and other
17 contractual services. JEA should adhere to all applicable
18 state procurement laws, including, but not limited to, laws
19 governing the purchase of construction services and
20 professional design services.

21 (3) Procedures; board approval. JEA shall not be required to
22 follow the City's procurement procedures. JEA may establish
23 its own procurement procedures regarding the purchase of
24 goods, supplies, equipment, and services, subject to
25 applicable state law. JEA's procurement procedures,
26 including any amendments thereto, shall be reviewed and
27 approved by the governing body of JEA. The governing body of
28 JEA may not delegate its approval of the procurement
29 procedures, including any amendments thereto, to the
30 managing director or an officer, employee or agent of JEA.
31 In the absence of JEA established procurement procedures,

1 JEA shall follow the City's procurement procedures. JEA
2 shall adhere to its procurement procedures in entering into
3 procurement contracts, including but not limited to,
4 contracts relating to the construction, reconstruction,
5 repair, operation or maintenance of the utilities system or
6 the purchase of supplies, equipment, machinery and materials
7 for the utilities system or the contracting or otherwise
8 purchasing for any advisory, professional or other services
9 necessary or incidental to the operation of the utilities
10 systems.

11 (4) Jacksonville Small Emerging Business Program (JSEB);
12 Minority Business Enterprises. JEA shall adhere to the City
13 of Jacksonville - Jacksonville Small Emerging Business
14 Program (JSEB), or successor City program, in its
15 procurement procedures. JEA is authorized to implement and
16 to take all actions necessary to administer a purchasing and
17 procurement program directed to Minority Business
18 Enterprises including, but not limited to, prime
19 contractors, subcontractors, consultants, subconsultants,
20 and suppliers. Any such Minority Business Enterprise program
21 shall be implemented by JEA to remedy discrimination or the
22 present effects of past discrimination, if any, suffered by
23 Minority Business Enterprises in the business community in
24 the area served by JEA. For purposes of this chapter, the
25 term "Minority Business Enterprise" shall be defined by JEA
26 and shall include, at a minimum, those business entities
27 that are legitimately owned, operated and controlled by
28 persons who have been shown to have been discriminated
29 against or who suffer from the present effects of past
30 discriminations, if any, in the business community in the
31 area served by JEA. Such program shall be used to redress

1 and remedy discrimination or the present effects of past
2 discrimination, if any, as may be determined by JEA, and
3 which are shown to have been suffered by Minority Business
4 Enterprises, in the business community in the area served by
5 JEA.

6 (5) *Certain solicitation specifications and standards*
7 *prohibited; rejection of bids, proposals, and replies.* JEA
8 should not develop solicitation specifications or standards
9 that are so narrowly tailored to an entity or entities that
10 other qualified entities (i.e., bidders, respondents and
11 vendors) are precluded from participating in such
12 solicitation. JEA shall have the right to reject any and all
13 bids, proposals, or replies, in whole or in part, in the
14 best interests of JEA.

15 (6) *Annual survey.* JEA shall annually conduct a survey of
16 actual, interested and prospective bidders, respondents, and
17 vendors to obtain feedback on JEA's procurement process.
18 Such survey shall be on a form approved by JEA and
19 participation in the survey shall be open to actual,
20 interested and prospective bidders, respondents, and
21 vendors. Survey topics may include, without limitation,
22 various aspects of JEA's procurement process such as
23 information transparency and accessibility, pre-conferences,
24 bid submittal packages, evaluations, and awards. JEA shall
25 consider such survey results during JEA's biennial review of
26 its procurement code.

27 (7) *Transparency in procurement governing documents.* The
28 procurement code and any procurement policies, operating
29 procedures, rules, directives, standards and other
30 procurement governing documents, including any amendments

1 thereto, shall be posted on JEA's website in a conspicuous
2 manner for the public to view.

3 (8) *Biennial review; annual report.* JEA shall biennially review
4 its procurement procedures. JEA shall also prepare and
5 deliver a report to the council and mayor on or before
6 December 31st of each fiscal year summarizing the
7 procurement contract awards for the immediately prior fiscal
8 year. Such report shall contain at a minimum the following
9 information:

10 (i) The number of contract awards for the reporting fiscal
11 year;

12 (ii) A detailed listing of all contract awards categorized by
13 service type (e.g., construction, professional,
14 supplies, professional design services), award type
15 (e.g., single source, emergency, request for proposal,
16 invitation to negotiate, piggyback, etc.) and a brief
17 description of each contract award containing the
18 contractor name, contract amount and procurement method
19 used;

20 (iii) The number of JSEB contract awards categorized by
21 service type (e.g., construction, engineering, supplies,
22 professional), award type (e.g., single source,
23 emergency, request for proposal, invitation to
24 negotiate, piggyback, etc.), and a brief description of
25 each contract award containing the JSEB contractor name,
26 contract amount and procurement method used;

27 (iv) The number of bid protests for the reporting fiscal year
28 and the outcome of each protest (i.e., whether JEA
29 prevailed);

30 (v) The annual survey results pursuant to the survey
31 requirement in subsection (a)(6) above; and

1 (vi) Such other information as may be determined by the
2 council.

3 (9) *Prohibition.* JEA shall not exercise any powers pursuant to
4 this Section 21.09 to explore, investigate or consummate a
5 privatization, transfer or reorganization of JEA as
6 expressly prohibited in Section 21.11 herein or otherwise in
7 this article.

8 **(b) Contracts Generally.**

9 (1) *Applicability.* This subsection (b) shall apply to all
10 contracts entered into by JEA pursuant to this article.

11 (2) *Maximum indebtedness.* All contracts of any kind entered into
12 by JEA pursuant to this article, including, but not limited
13 to, procurement contracts, joint project contracts, and
14 interlocal agreements shall contain a provision clearly
15 specifying a fixed, maximum monetary indebtedness of JEA
16 thereunder. Such contracts may, however, provide for a
17 lesser variable indebtedness of JEA upon a reasonable basis,
18 subject to such fixed, maximum monetary indebtedness.

19 (3) *Public records; ethics training.* All contracts and related
20 documents entered into by JEA shall contain a provision
21 clearly stating that such vendor or contractor shall comply
22 with the provisions of Chapter 119 (Public Records Law),
23 Florida Statutes, as amended. All senior-level employees,
24 including the managing director and senior-level officers,
25 directors and managers of JEA, shall be trained by the
26 Office of General Counsel, in consultation with the Ethics
27 Office, at least annually on Florida's open meetings laws,
28 public records and ethics laws in accordance with policies
29 and procedures established by JEA.

30 (4) *Access to and examination of records.* JEA shall require a
31 person or entity providing contractual services (e.g.,

1 construction services, professional design services, or
2 other contractual services) purchased by JEA to agree and be
3 deemed to have agreed by virtue of doing business under
4 contract with JEA to allow access and examination at all
5 reasonable times by the council auditor or any duly
6 authorized representative of the council auditor to business
7 records directly pertinent to the transaction pursuant to
8 the council auditor's duties set forth in Article 5 of this
9 charter. Additionally, JEA shall include a provision in any
10 contract entered into pursuant to this article that such
11 vendor or contractor shall comply with all applicable
12 federal, state and local laws, rules and regulations as the
13 same exist or as may be amended from time to time.

14 (5) Confidentiality agreements. The use of confidentiality,
15 nondisclosure or similar agreements by government agencies
16 are contrary to open and transparent government. Except
17 regarding information or records deemed by JEA to be
18 confidential or exempt information or records or information
19 by law, JEA should not enter into confidentiality or
20 nondisclosure agreements with third parties and should use
21 confidentiality, nondisclosure or similar agreements
22 sparingly in the conduct and operation of JEA. JEA may use
23 confidentiality agreements for [obtain listing from JEA].
24 Additionally, JEA should not require a member, officer or
25 employee of JEA to execute any type of confidentiality or
26 nondisclosure agreement that would require such member,
27 officer or employee to maintain the confidentiality of
28 information that is not confidential or exempt by law.

29 (6) No financial interest. Except for an employment contract or
30 agreement executed pursuant to Section 21.08, no member,
31 officer or employee of JEA shall either directly or

1 indirectly be a party to, or be in any manner interested in,
2 any contract or agreement with JEA for any matter, cause or
3 thing whatsoever in which such member shall have a financial
4 interest or by reason whereof any liability or indebtedness
5 shall in any way be created against JEA. If any contract or
6 agreement shall be made in violation of the provisions of
7 this section the same shall be null and void and no action
8 shall be maintained thereon against JEA.

9 (c) No limitation. Unless otherwise provided herein, nothing in this
10 section shall be construed to limit the power of JEA to
11 construct, repair, or improve the utilities system or any part
12 thereof, or any addition, betterment or extension thereto.

13 * * *

14 **Sec. 21.11 - Privatization, sale, reorganization, service**
15 **territory transfers prohibited.**

16 (a) Definitions. For purposes of this section, the following
17 definitions shall apply:

18 "entity" shall mean any person or entity, public or private.

19 "net capital assets" shall mean the net capital assets based
20 on the Combining Statement of Net Position in latest available
21 JEA annual financial statements for the appropriate Enterprise
22 Fund for each included system. For purposes of this section,
23 the net capital asset calculation for each Enterprise Fund
24 shall be cumulative and shall reset on October 1, 2020 and
25 every five years thereafter.

26 "service territory" shall mean the geographically defined
27 areas in which JEA is the utility provider.

28 "included system" shall mean the electric utility system, the
29 water utility system, the wastewater utility system, owned,
30 operated and managed by JEA.

1 "excluded system" shall mean JEA's district energy system, the
2 bulk power supply system and the St. Johns River Power Park
3 system.

4 (b) Prohibition on privatization, sale, reorganization and transfer
5 of management. JEA shall not directly, or indirectly through a
6 consultant or advisor, explore, investigate or consummate a
7 privatization or transfer to an entity by sale, lease,
8 assignment or other disposition of more than ten percent of the
9 net capital assets of an included system, or the management,
10 function, or operation of any portion of an included system
11 which comprises more than ten percent of the net capital assets
12 of such included system, without obtaining approval of the
13 council in advance; provided, however, that no final approval of
14 such disposition by the council shall become effective without
15 subsequent referendum approval of the terms and conditions of
16 the disposition, lease, or other assignment of the management,
17 function or operation of such portion of a included system.
18 Additionally, JEA shall not directly or indirectly through a
19 consultant or advisor, explore, investigate or consummate a
20 reorganization of JEA, or JEA's governance structure in a manner
21 that would affect JEA's ownership or management control of more
22 than ten percent of the net capital assets of an included system
23 without obtaining approval of the council in advance. Upon
24 approval by the council for JEA to explore or investigate a
25 privatization, transfer, or reorganization of JEA, council may
26 in its discretion prescribe by ordinance budget restrictions
27 related to professional consultants, legal engagements,
28 promotional expenses, and other expenses anticipated by JEA
29 during such exploration or investigation. The terms "explore"
30 and "investigate" as used in this subsection shall include, but
31 not be limited to, exploring or investigating in connection with

1 any strategic planning process undertaken by JEA or any of its
2 consultants or advisors.

3 (c) Prohibited service territory transfers. Any sale, lease,
4 assignment or other transfer of the service territory of a JEA
5 included system to any entity that totals 1% or more of the
6 service territory or any sale, lease, assignment, or transfer of
7 1% or more of JEA's electric, water, or wastewater, customer
8 accounts based on the latest available JEA monthly financial
9 statements shall require council approval in advance. JEA shall
10 not enter into any agreement, contract, memorandum of
11 understanding, letter of intent or other arrangement that would
12 exceed the 1% threshold without obtaining council approval in
13 advance. Nothing in this section shall prevent JEA from
14 complying with the terms and conditions of interlocal agreements
15 with St. Johns County and Nassau County which include, but are
16 not limited to, an option to purchase the assets and service
17 territory of JEA within the respective counties without Council
18 or referendum approval.

19 **Sec. 21.12. - Public engagement.**

20 JEA should seek to fully engage and inform its ratepayers, the
21 general public, interested stakeholders, and other interested
22 parties in any future planning discussions, including, but not
23 limited to short-term and long-term plans, objectives and goals,
24 regarding the future of JEA to enable its ratepayers, the general
25 public, interested stakeholders and other interested parties to
26 fully participate in such planning discussions to the greatest
27 extent reasonably practicable. Examples of ways for JEA to fully
28 engage and inform its ratepayers, the general public, interested
29 stakeholders, and other interested parties pursuant to this section
30 may include, but not be limited to, hosting town hall meetings and
31 JEA workshops and proactively making information regarding such

1 discussions available to its ratepayers, the general public,
2 interested, and other interested parties.

3 **Sec. ~~21.11~~ 21.13. - Legislative authority of council.**

4 ***

5 **Sec. ~~21.12~~ 21.14. - Severability.**

6 ***

7 **Section 3.** Proviso language regarding 2020-100-E. Section
8 21.03(a) herein includes language which requires voter approval of
9 Ordinance 2020-100-E. The referendum will be voted upon on November
10 3, 2020. Should the language not be approved by the voters, the
11 language for 21.03(a) shall read as follows:

12 **CHARTER AND RELATED LAWS**

13 **PART A - CHARTER LAWS CHARTER OF THE CITY OF JACKSONVILLE, FLORIDA**

14 * * *

15 **ARTICLE 21. JEA**

16 * * *

17 **Sec. 21.03. - Composition; compensation; officers; meetings.**

18 (a) Composition; qualifications; removal. The governing body of
19 JEA shall consist of seven members, each of whom shall serve
20 for a term of four years or until such member's successor has
21 been appointed and has qualified. To the extent feasible and
22 regarding JEA member appointments generally, individuals
23 considered for appointment may, but is not required to, have
24 extensive corporate, executive or administrative experience
25 working in public or private organizations, including non-
26 profit and government organizations. Each member of JEA shall
27 have been a resident and elector of the city for at least six
28 consecutive months prior to such member's appointment. No
29 member of JEA shall hold any other public office or position.
30 If at any time during a member's tenure on JEA, such member
31 shall cease to possess the qualifications required for

1 membership on JEA, such member shall cease to be a member and
2 a vacancy shall exist on JEA. Any vacancy on JEA, however
3 created, shall be filled for the unexpired term in the same
4 manner as the position was originally filled, and the person
5 filling the vacancy shall have and retain all the
6 qualifications prescribed for membership on JEA. Any member
7 appointed to JEA for two consecutive full terms shall not be
8 eligible for the succeeding term. The members appointed by the
9 mayor may be removed by the mayor at any time with or without
10 cause, but a removal must be approved by a two-thirds vote of
11 the council.

12 * * *

13 **Section 4. Effective Date.** This ordinance shall become
14 effective upon signature by the Mayor or upon becoming effective
15 without the Mayor's signature.

16 Form Approved:

17 _____
18

19 Office of General Counsel

20 Legislation Prepared By: Lawsikia J. Hodges

21 GC-#1370187-v4-CM_Boylan_-_Article_21_(JEA)_Refinement_Bill_-_Legislation.docx
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