



MEMBER SERVICES ADVISORY COMMITTEE

TELEPHONIC MEETING AGENDA PACKAGE

February 8, 2021

2:00 p.m.

Committee Members

Chairman – Joe Bunch, New Smyrna Beach
Paul Jakubczak, Fort Pierce
Billy Branch, Homestead
Allen Putnam, Jacksonville Beach
Julio Torrado, Keys Energy Services
Jason Terry, Kissimmee
Steve Langley, Mount Dora
Dallas Lee, Newberry
James Braddock, Wauchula
Dan D'Alessandro, Winter Park

Telephonic Meeting

Monday, February 8, 2021

2:00 p.m.

Teams Meeting 321-299-0575

Meeting No. 909 955 850#

Florida Municipal Power Agency

8553 Commodity Circle

Orlando, FL 32819

MEMORANDUM

TO: FMPA Member Services Advisory Committee (MSAC)

FROM: Mark McCain

DATE: February 1, 2021

**RE: Member Services Advisory Committee (MSAC) Telephonic Meeting
Monday, February 8, 2021 2:00 PM [Note Time]**

**PLACE: Florida Municipal Power Agency,
8553 Commodity Circle, Orlando, FL 32819**

DIAL-IN INFORMATION: 321-299-0575
Meeting Number 909 955 850# TEAMS Meeting: [Click here to join the meeting](#)
(If you have trouble connecting via phone, please call 407-355-7767)

Chairman Joe Bunch, Presiding

AGENDA

- 1. Call to Order, Roll Call, Declaration of Quorum**
- 2. Set Agenda (by vote)**
- 3. Consent Agenda**
 - a. Approval of Minutes – Meeting Held March 25, 2020
- 4. Action Item**
 - a. Approval of Safety Program and Associated Agreements and Forward to FMPA's Board of Directors for Review (Mike McCleary)
- 5. Information Items:**
 - a. Member Services 2020 Year in Review (Sharon Samuels)
 - b. FMPA 2021 Training & Events Calendar (Sharon Samuels)

- c. Update on Mobile Substation Project (Cairo Vanegas)
- d. Discussion of Member Services Topic in FMPA's Upcoming Strategic Planning Workshop (Mark McCain and Cairo Vanegas)

6. Member Comments

7. Adjournment

The participants in the above referenced public meeting will conduct the public meeting by telephone, via a telephone conference hookup. There will be a speaker telephone made available for any interested person to attend this public meeting and be fully informed of the discussions taking place by telephone conference hookup at FMPA's headquarters, located at 8553 Commodity Circle, Orlando, Florida 32819-9002. If anyone chooses to appeal any decision that may be made at this public meeting, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the oral statements and evidence upon which such appeal is based. This public meeting may be continued to a date and time certain, which will be announced at the meeting. Any person requiring a special accommodation to participate in this public meeting because of a disability, should contact FMPA at (407) 355-7767 or 1-(888)-774-7606, at least two (2) business days in advance to make appropriate arrangements. Any interested person may contact FMPA for more information on this public meeting by calling (850) 297-2011 or (877) 297-2012 or writing to: Open Government Law Compliance Coordinator, Florida Municipal Power Agency, 2061-2 Delta Way, Post Office Box 3209, Tallahassee, Florida 32315-3209.

**AGENDA ITEM 1 – CALL TO ORDER,
ROLL CALL, DECLARATION OF
QUORUM**

**FMPA Member Services Advisory
Committee Meeting
February 8, 2021**

AGENDA ITEM 2 – SET AGENDA

**FMPA Member Services Advisory
Committee Meeting
February 8, 2021**

**AGENDA ITEM 3 – CONSENT
AGENDA**

- a) Approval of Minutes – Meeting Held
March 25, 2020**

**FMPA Member Services Advisory
Committee Meeting
February 8, 2021**

MINUTES
TELEPHONIC MEMBER SERVICES ADVISORY COMMITTEE MEETING
WEDNESDAY, MARCH 25, 2020
FLORIDA MUNICIPAL POWER AGENCY
8553 COMMODITY CIRCLE
ORLANDO, FL 32819
At 10:00 AM

PARTICIPANTS PRESENT VIA TELEPHONE	Fort Pierce Homestead Key West Kissimmee Mount Dora New Smyrna Beach Wauchula	Paul Jakubczak Billy Branch Julio Torrado Jason Terry Steve Langley Joe Bunch James Braddock
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PARTICIPANTS ABSENT	Jacksonville Beach Newberry	Allen Putnam Dallas Lee
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OTHER PARTICIPANTS	Lake Worth Beach	Ed Liberty
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STAFF PRESENT

Jody Finklea, General Counsel and CLO (via telephone)
Mark McCain, Asst. General Manager, Member Services, and Public Relations
Sue Utley, Executive Asst. to GM and CEO/Asst. Secy. to the Board
Mike McCleary, Manager of Member Services Development (via telephone)
Cairo Vanegas, Manager of Member Services Development

ITEM 1 - CALL TO ORDER, ROLL CALL, AND DECLARATION OF QUORUM

Acting Chairman Joe Bunch, New Smyrna Beach, called the FMPA Member Services Advisory Committee (MSAC) meeting to order at 10:05 a.m. on Wednesday, March 25, 2020. The telephonic meeting was held in the 1st Floor Conference Room, Florida Municipal Power Agency, 8553 Commodity Circle, Orlando, Florida. A speaker telephone for public attendance and participation was present. The roll was taken and a quorum was declared with 5 members present out of a possible 7.

ITEM 2 – SET AGENDA (BY VOTE)

MOTION: Julio Torrado, Key West, moved approval of the agenda as amended to move Information Item 5a – Update on Lineworker Training & Safety Services to Item 4a – Action Items. Billy Branch, Homestead, seconded the motion. Motion carried 5 – 0.

ITEM 3 – CONSENT AGENDA

Item 3a – Approval of Minutes – Meeting Held October 31, 2019

MOTION: Paul Jakubczak, Fort Pierce, moved approval of the Minutes of the Meeting held October 31, 2019. Julio Torrado, Key West, seconded the motion. Motion carried 5 – 0.

ITEM 4 – ACTION ITEMS

a. Moved item 5a to 4a – Update on Lineworker Training & Safety Services

Mike McCleary informed the committee of the telephonic meetings of the Training and Safety Services Subcommittee and the recommendation of the committee to give notice to ECG to cancel the contract with them. The subcommittee will look at the two RFP responses for training services and bring a recommendation to the Member Services Advisory Committee when they finalize the training services options.

MOTION; Billy Branch, Homestead, moved approval to authorize a termination notice from FMPA to Electric Cities of Georgia (ECG) for the Safety and Training Program provide by ECG to FMPA cities and submit the notice to ECG no later than May 30, 2020, which under the terms of the contract will terminate the service effective June 30, 2021, and recommend this same motion to FMPA's Board of Directors for final FMPA approval. Steve Langley, Mount Dora, seconded the motion. Motion carried 5 – 0.

ITEM 5 – INFORMATION ITEMS

Item 5a – Update on Lineworker Training & Safety Services (moved to 4a action items)

Item 5b – Update on AMI Workshop

Mark McCain gave an update on the upcoming AMI workshop. Due to the COVID-19 pandemic, this workshop may get rescheduled to a later date.

Item 5c – Update on Mobile Substation Project

Cairo Vanegas updated the Member Services Advisory Committee on his research on the mobile substations and solicited interest from other members. His research will continue.

Ed Liberty, Lake Worth Beach and Joe Bunch, New Smyrna Beach discussed with the group their extensive experience in their previous roles with mobile substations and the group was able to ask questions of Ed and Joe.

ITEM 6 – MEMBER COMMENTS

None.

ITEM 7 – ADJOURNMENT

There being no further business, the meeting was adjourned at 11:27 a.m.

Approved: _____

JB/su

AGENDA ITEM 4 – ACTION ITEMS

- a) Approval of Safety Program and Associated Agreements and Forward to FMPA’s Board of Directors for Review**

**FMPA Member Services Advisory
Committee Meeting
February 8, 2021**



4a – Approval of Lineworker Safety Program and Associated Agreements

Member Services Advisory Committee

February 8, 2021

Presentation Overview

Request Approval of Agreements & Recommendation to Board

- Recap of past actions for the new Lineworker Safety Program
- Review major contract provisions of the Participation Agreement between FMPA and cities
- Agreement between FMPA and TVPPA provided for review
- Review of approval process for the program
- Request Committee's action on the agreements and recommendation to FMPA's Board of Directors

Recap of Past Actions to This Point

Next Step: Approve Participation Agreement for Safety Program

Date	Action
Fall 2019	MSAC forms Training & Safety Subcommittee to evaluate safety and training programs
February 2020	With Subcommittee input, FMPPA issues Request for Proposal
March 2020	Subcommittee, MSAC recommend termination notice to existing service provider
May 2020	FMPPA Board of Directors approves termination notice effective June 30, 2021
October 2020	Safety Subcommittee awards RFP for safety services to TVPPA; training services awarded to TVPPA and SET Solutions
October 2020	Introductory meeting with TVPPA and FMPPA members
December 2020	Steering Committee reviews and provides input on draft Participation Agreement
January 2021	Safety Subcommittee approved agreements and recommended them to MSAC
January 29, 2021	Initial commitment from FMPPA cities to participate in the Lineworker Safety Program

FMMPA & TVPPA Will Enter into an Agreement

FMMPA & Interested Members to Sign a Participation Agreement

- **Lineworker Safety Program and Other Support Services Agreement**

- Agreement between FMMPA and TVPPA
- FMMPA and its members will become TVPPA members
- FMMPA members get access to all TVPPA services at member-discount prices
- Safety Program to be coordinated and billed through FMMPA; any other support services billed by TVPPA directly to the FMMPA member

- **Lineworker Safety Program Participation Agreement**

- Agreement between FMMPA and FMMPA members that choose to participate (“Participants”) in the Lineworker Safety Program
- TVPPA to provide 10 safety meetings per Participant per year
- Participant & TVPPA coordinate time, location in Participant’s city and topic
- TVPPA to bill FMMPA for safety programs; FMMPA to bill Participants monthly

Major Contract Provisions Between Participants, FMPA

Effective Date, Initial Term, Renewal Terms & Termination

- Effective date July 1, 2021
 - Initial Term 15 months from July 1, 2021 to Sept. 30, 2022
 - Each Renewal Term for 12 months beginning October 1, 2022
 - Automatic one-year Renewal Terms
- Either party may terminate agreement with 30-days written notice
- Annual enrollment process for Safety Program kicks off the sequence for renewing participation, for any new participants to join, and for the cost-allocation process

Annual Enrollment Process for Safety Program

Sequence for Renewing Participation or Joining the Program

Date	Action
By March 1	Program Cost: TVPPA provides cost of safety meetings for next term
By April 1	Initial Commitment: Each Participant provides FMPA with an initial commitment to participate in the next term along with its number of enrolled lineworkers. Any new program participant can enroll for the upcoming term, provide its number of lineworkers, and participate in the cost-allocation method
By May 1	Initial Cost Estimate: FMPA provides Participants with a draft Schedule A program cost allocation for the next term
By June 1	Final Cost: FMPA provides to Participants the final Schedule A for the next term confirming costs

Service Expectations for Enrolled Participants

Non-Participating Members Can Contract Directly with TVPPA

- FMPA members must participate in the Annual Enrollment Process to be factored into the cost-allocation method for the next term
- Program Participants commit to take 13 safety meetings in Initial Term and 10 safety meetings in each Renewal Term
- At end of each term, true-up process between FMPA and program Participants to account for any over/under recoveries
- Non-participating members can contract directly with TVPPA for safety meetings until the next term or take fewer safety meetings

Recommended Cost-Allocation Methodology

Agency, Fixed & Variable Components with a Participant Cap

Component	Description
FMPA Contribution	<p>\$125,000 from FMPA's Agency Budget to pay program expenses</p> <ul style="list-style-type: none"> • Pay TVPPA membership dues for FMPA, each safety Participant and any other FMPA member that uses TVPPA services • Balance to reduce Program expenses
Fixed-Cost Allocation	\$1,000 per Participant city
Variable-Cost Allocation	Based on number of line department personnel for each Participant

Maximum Cost	Description
Cap per Participant	Annual cost per Participant capped at 10 times TVPPA's charge for a monthly safety meeting (e.g., 10 x \$1,500 = \$15,000)

Participation Growing in the New Safety Program

Cities That Provided Non-Binding Commitment as of Jan. 29

- | | | |
|------------------|------------------------|----------------|
| 1. Alachua | 11. Jacksonville Beach | 21. Starke |
| 2. Bartow | 12. Key West | 22. Williston* |
| 3. Blountstown | 13. Kissimmee | |
| 4. Bushnell | 14. Lake Worth Beach* | |
| 5. Chattahoochee | 15. Moore Haven | |
| 6. Clewiston | 16. Mount Dora | |
| 7. Fort Meade* | 17. New Smyrna Beach* | |
| 8. Fort Pierce* | 18. Newberry | |
| 9. Havana | 19. Ocala | |
| 10. Homestead | 20. Quincy | |

* Indicates new cites that have expressed an initial, non-binding commitment to participate in the program.

Program Cost-Allocation Example, Subject to Change

Assumptions

- This example a 12-month term
- 22 Participants (cities that expressed initial interest)
- \$1,500 per safety meeting charged by TVPPA
- \$125,000 from FMPA
- \$1,000 fixed costs per Participant city
- Balance of costs allocated per lineworker
- Participant cost capped at 10-times meeting cost

12 Month Schedule A for Lineworker Safety Program					
Utility	# Employees Enrolled	Annual Cost	ECG FY '21	Year to Year Δ in \$	Year to Year Δ in %
Alachua	10	\$ 10,507.04	\$12,398	\$1,891	15%
Bartow	20	\$ 15,000.00	\$23,584	\$8,584	36%
Blountstown	4	\$ 4,802.82	\$5,687	\$884	16%
Bushnell	6	\$ 6,704.22	\$7,924	\$1,220	15%
Chattahoochee	4	\$ 4,802.82	\$5,687	\$884	16%
Clewiston	6	\$ 6,704.22	\$7,924	\$1,220	15%
Havana	3	\$ 3,852.11	\$4,569	\$717	16%
Homestead	17	\$ 15,000.00	\$20,228	\$5,228	26%
Jacksonville Beach	27	\$ 15,000.00	\$31,413	\$16,413	52%
Key West	24	\$ 15,000.00	\$28,058	\$13,058	47%
Kissimmee	53	\$ 15,000.00	\$60,495	\$45,495	75%
Mount Dora	9	\$ 9,556.34	\$11,280	\$1,724	15%
Moore Haven	2	\$ 2,901.41	\$2,825	-\$76	-3%
Newberry	5	\$ 5,753.52	\$6,806	\$1,052	15%
Ocala	48	\$ 15,000.00	\$54,902	\$39,902	73%
Quincy	8	\$ 8,605.63	\$10,161	\$1,556	15%
Starke	7	\$ 7,654.93	\$9,043	\$1,388	15%
Fort Meade	4	\$ 4,802.82			
Fort Pierce	24	\$ 15,000.00			
Lake Worth Beach	24	\$ 15,000.00			
New Smyrna Beach	24	\$ 15,000.00			
Williston	3	\$ 3,852.11			

Other Notable Provisions in Participation Agreement

TVPPA Can Provide Safety Assessment & Incident Investigation

- **Steering Committee:** Each participant to name a representative to a committee that oversees provision of the program and makes recommendations for enhancing its effectiveness
- Optional services available from TVPPA for an additional fee
 - **Safety Assessment Service:** Review of a participant's safety program compared to industry best practices, actual incidents, risks, etc.
 - **Incident Investigation:** Analysis of a worksite incident, such as an injury, close call, fatality, illness or other incident, and provide a report
- Other TVPPA services arranged, provided, billed directly with TVPPA

Next Steps in Approval Process for Safety Program

MSAC Reviews Agreements & Recommends to FMPA Board

Date	Action
February 2021	MSAC approval of the agreements and recommendation to FMPA's Board of Directors
March 2021	FMPA's Board of Directors information item (first reading) on the agreements
April 2021	FMPA's Board of Directors approval of the agreements
May 2021	FMPA members sign Participation Agreements for the Lineworker Safety Program
July 1, 2021	TVPPA contract begins

Recommended Motion

- Move approval of the following agreements for the new Lineworker Safety Program effective July 1, 2021, and recommend the agreements for consideration by FMPA's Board of Directors
 - Lineworker Safety Program Participation Agreement between FMPA and FMPA members that choose to participate in the Lineworker Safety Program
 - Lineworker Safety Program and Other Support Services Agreement between FMPA and TVPPA

LINWORKER SAFETY PROGRAM PARTICIPATION AGREEMENT

This lineworker safety program participation agreement is effective as of July 1, 2021, and is between FLORIDA MUNICIPAL POWER AGENCY, a governmental legal entity created and existing pursuant to Florida law (“**FMPA**”) and [NAME OF MEMBER], a [add description of member] (“**Participant**,” together with each other FMPA member system signing this agreement (in identical or substantial form) collectively referred to as the “**Participants**”).

FMPA has arranged with the Tennessee Valley Public Power Association, Inc. (“**TVPPA**”) to provide and make available to Participants a program of certain lineworker safety and training services as agreed between FMPA and TVPPA, now or in the future (the “**Safety Program**” or “**Program**”). A key component of the Safety Program is the safety meetings to be conducted by TVPPA and held on an approximately monthly basis, as provided in this agreement.

Participant is a member of FMPA and desires to have the Safety Program provided for and to its personnel.

Participant and FMPA have determined that it would be beneficial to Participant to have FMPA facilitate TVPPA’s provision of the Safety Program, including coordinating the Safety Program, establishing a Program steering committee, and acting as a central point of contact for billing and communications with TVPPA on behalf of all Participants with regard to this Program.

The parties therefore agree as follows:

1. **Term.** (a) This agreement is effective from the date stated in the introductory clause until September 30, 2022 (the “**Initial Term**”), at which point this agreement shall automatically renew for successive one-year periods beginning October 1, 2022 (each a “**Renewal Term**”) unless a party provides no less than 30 days prior written notice to the other party of its intent to withdraw from the Program (the Initial Term together with all Renewal Term(s) is collectively the “**Term**”). Except for (1) a notice pursuant to the previous sentence in this section 1(a), or (2) a default by TVPPA as described in section 1(b), this agreement is not terminable prior to the end of the Term.

(b) If FMPA notifies Participant that TVPPA is in default of any of its obligations under the contract to provide the Safety Program and services between FMPA and TVPPA, as the term “default” is defined in that contract, FMPA or Participant may terminate this agreement upon written notice to the other party. FMPA may also terminate this agreement upon written notice to Participant if the Steering Committee recommends, and the FMPA Board of Directors approves, any other termination of the contract between FMPA and TVPPA, as termination rights not related to a default are set forth in that contract. Termination pursuant to this section 1(b) does not relieve Participant of the obligation to pay for Safety Program costs

incurred by FMPA (regardless of the date of any invoice) prior to the effectiveness of Participant's termination, and such payment obligation is continuing and binding on Participant.

2. **Costs and Payments.** (a) Participant hereby agrees to pay its share of the Safety Program costs for all safety meetings provided to Participant.

(b) For the Initial Term, FMPA has (1) budgeted \$125,000 for its fiscal year 2021 (October 1, 2020 to September 30, 2021) to provide support for all Participants to participate in a lineworker safety program, including the Safety Program; and (2) FMPA covenants to budget another \$125,000 for its fiscal year 2022 (October 1, 2021 to September 30, 2022) to provide continued support for all Participants to participate in the Safety Program. FMPA financial support for Participants to participate in the Safety Program beyond the Initial Term is subject to the discretion of the FMPA Board of Directors and Executive Committee in approving continued support for the Program and budgeting for it, respectively.

(c) For so long as this agreement is in effect and FMPA is providing financial support for the Program pursuant to section 2(b), FMPA shall pay the TVPPA membership fee for Participants to access discounts for the Safety Program and all TVPPA services as a TVPPA member (as of the date of this agreement, this amount is \$500 annually for each Participant). Participant's membership in TVPPA provides it access to the additional services provided by TVPPA, subject to applicable TVPPA terms and conditions. Such additional services, which are beyond the scope of this agreement, may be addressed between Participant and TVPPA, as between themselves, outside of this agreement. (For the avoidance of doubt, such additional TVPPA services will be arranged, provided, billed, and paid for between Participant and TVPPA.)

(d) As of the date of this agreement, TVPPA charges \$1,500 for each safety meeting. In the future, the pricing for safety meetings may change and is subject to the discretion and control of TVPPA. Participant agrees to pay for its allocable share of the TVPPA charges for the safety meetings provided for all Participants, which will be allocated by FMPA as provided for in Schedule A, using a formula that divides the total cost of the Safety Program among all Participants, weighted to account for the number of lineworkers that each Participant enrolls in the Safety Program, except that no Participant will annually pay more than ten times the TVPPA charge for each safety meeting session (as of the date of this agreement, such cap is \$15,000 (10 x \$1,500)). TVPPA will invoice FMPA for the cost of the Safety Program each month, and FMPA will pay the invoices from TVPPA on behalf of all Participants taking part in the Safety Program, pursuant to an agreement between FMPA and TVPPA. In turn, FMPA will invoice Participant for its share (based on Participant's allocable share of the total Safety Program costs as shown in Schedule A) of each TVPPA invoice. Subject to the approval of the FMPA Board of Directors, subsequent to Steering Committee (as defined in section 3) consent, FMPA may update Schedule A at its sole discretion, including as provided in section 8(a), and all updates are effective and binding on Participant.

(e) FMPA shall invoice Participant monthly for the Safety Program and Participant shall pay FMPA, within thirty (30) days of the date of each invoice, to the offices of Florida Municipal Power Agency, 8553 Commodity Circle, Orlando, Florida 32819-9002, or such other address as FMPA shall specify in writing to Participant (including electronic payment routing numbers). In the event Participant fails to make payment when due of any amount owed pursuant to this agreement, FMPA may impose an interest charge on the amount due for each delinquent day, equal to the daily prime rate as published for that month in *The Wall Street Journal*.

(f) At the end of the Initial Term and each Renewal Term, FMPA shall reconcile the actual costs from TVPPA with the billings to all Participants who are active Participants as of the end of the Initial Term and each Renewal Term, and issue an invoice or payment to each Participant to true-up TVPPA actual costs to Participant billings, along with a written explanation for such true-up. Participant shall pay any such true-up invoice in accord with the provisions of section 2(d).

3. **Steering Committee.** Each of the Participants will name one individual to serve as its representative to a steering committee to oversee the provision of the Safety Program for all Participants (the “**Steering Committee**”). It is also the role of the Steering Committee to work with TVPPA to review the Safety Program, periodically, and make recommendations to TVPPA to enhance the Program’s effectiveness, including service offerings, content, scheduling, locations, delivery modes, and other matters. FMPA will designate a staff liaison to coordinate activities of the Steering Committee. The Steering Committee shall elect a chair. In addition to chairing Steering Committee meetings, the chair shall serve as a liaison to TVPPA (including interaction with and liaison to the TVPPA Board of Directors) to represent the interests of all Participants in matters related to TVPPA and the Safety Program. At the discretion of the chair, or upon the call of any two or more members of the Steering Committee, the Steering Committee shall meet to address matters relevant to the Safety Program and Participants’ membership in TVPPA, including, but not limited to, proposed changes to Schedule A.

4. **Safety Meeting Schedule.** (a) FMPA shall coordinate with TVPPA to arrange for TVPPA trainers to make a good faith effort to meet with Participant personnel and conduct a safety meeting session approximately monthly, recognizing that scheduling and other conflicts may cause some months to be missed. FMPA shall use reasonable efforts to have TVPPA arrange and conduct 13 safety meeting sessions during the Initial Term and 10 safety meeting sessions for Participant during each Renewal Term.

(b) As between FMPA and Participant, this agreement is intended to provide for 10 safety meeting sessions per fiscal year. If TVPPA conducts less than 10 safety meeting sessions in a fiscal year, the agreement between FMPA and TVPPA provides that FMPA will only pay for the safety meeting sessions conducted with Participant. However, if Participant desires

more than 10 safety meeting sessions in a fiscal year (October 1 to September 30), Participant must separately arrange and pay for such additional safety meeting sessions directly with TVPPA.

5. **Adverse Events.** In the event of a named storm, a tornado recorded by the National Weather Service, other severe weather events, or other natural calamities, disasters, or adversities (e.g., pandemic) that make it impractical or unreasonable to conduct a safety meeting (collectively, “**Adverse Events**”), the obligation to provide safety meetings may be suspended for a period of time for so long as an Adverse Events are impacting TVPPA or Participant. Participant will notify FMPA and TVPPA if it is impacted by an Adverse Event, and Participant will notify FMPA and TVPPA when its impact from an Adverse Event has ended, permitting the resumption of safety meetings. FMPA will communicate to Participant all information it has about Adverse Events impacting TVPPA. Participant acknowledges that no safety meetings may be conducted and the Safety Program may be suspended during the impact of Adverse Events on either TVPPA or Participant. However, in no event shall such suspension relieve Participant from the obligation to pay its share of the cost of the Safety Program.

6. **Designation of FMPA as Representative.** Except as provided in section 9(a), Participant hereby designates FMPA as its representative with TVPPA for the purpose of coordinating the provision of safety meetings among Participants and billing for the Safety Program.

7. **Additional Participants.** Participant and FMPA agree that if another FMPA member desires to become a Participant in the Program after the beginning of the Initial Term or a Renewal Term, such “**Additional Participant**” shall arrange for safety meetings directly with TVPPA, until the start of the next Renewal Term, provided that Additional Participant must comply with the commitment notice requirements of clause (2) of section 8 for the next Renewal Term.

8. **Annual Safety Program Confirmation.** (a) For each coming Renewal Term, the process for Participants committing to continue participation in the Safety Program is as follows:

- (1) By March 1, FMPA expects that TVPPA will provide it with the cost of safety meetings for the coming Renewal Term. FMPA will promptly share this information with Participants.
- (2) By April 1, Participant must provide FMPA with its commitment to participate in the Program, or not, for the coming Renewal Term, along with its number of expected enrolled lineworkers, if participating in the Program.

- (3) By May 1, FMPA will provide to Participant the Schedule A for the next Renewal Term, including any revisions as necessary to reflect changes in costs, Participants, and the number of enrolled lineworkers.

(b) If Participant does not confirm in writing its continued Participation in the Safety Program and its number of enrolled lineworkers in accord with clause (2) of section 8(a), then the Participant hereby acknowledges and agrees it is deemed to continue its participation in the Program with no change to its number of enrolled lineworkers, and will be billed accordingly by FMPA.

9. **Other Support Services.** (a) For services and offerings from TVPPA aside from the Program safety meetings, Participant will work directly with TVPPA to arrange for the provision, billing, and payment for such “**Other Support Services**,” as between Participant and TVPPA. Provided, however, all Participants will be able to access **Other Support Services** at discounted TVPPA pricing, subject to TVPPA pricing changes, so long as FMPA pays the TVPPA membership dues for Participants.

(b) As a part of the Other Support Services, Participants may have available TVPPA’s member service offerings, subject to change by TVPPA, including, but not limited to, the following services:

- (1) *Safety Assessment Service* – TVPPA’s assessment of a Participant’s overall safety program compared to industry best practices and benchmarks, including a review of actual incidents, risks, and other factors affecting Participant’s safety program. A Participant interested in this service must directly request the service from TVPPA. The fee for this service will vary depending on several factors, including the level of detail requested by Participant for an assessment.
- (2) *Incident Investigations* – Upon request of Participant to TVPPA, TVPPA can provide incident investigation services for a negotiated fee between Participant and TVPPA. For this service, incidents include worksite accidents, close-calls, injuries, fatalities, illnesses, and other events. At the conclusion of each investigation, TVPPA will provide a complete investigation report to Participant.

10. **No Liability.** The parties acknowledge that FMPA is an administrator and billing coordinator to facilitate Participant’s opportunity to receive Safety Program and other training services from TVPPA, and that FMPA does not directly provide the Safety Program or other such services to Participant. Therefore, Participant hereby agrees to indemnify, defend and protect FMPA from and against, any claims, demands, losses, damages (including punitive damages), liabilities, costs, charges, or expenses arising out of or related to Participant’s participation in, or use or implementation of the Safety Program and all other TVPPA services. This indemnity provision is not intended as a waiver of Participant’s common law right of sovereign immunity,

including as adopted in Section 2.01, Florida Statutes. The parties acknowledge and agree that the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes, for tort actions brought against Participant or FMPA shall be applicable to any action brought by a third party related to this agreement. Except for Participant's obligation to make payments to FMPA pursuant to sections 1(b), 2, and 5, the parties will not be liable to each other for any loss, cost, damage or expense incurred as the result of any action or failure to act, whether negligent or otherwise, by the other party in carrying out the provisions of this agreement or in any way related to the Safety Program or the provision of the Safety Program by TVPPA. This section 10 shall survive the termination or expiration of this agreement.

11. **General Provisions.** (a) The validity and interpretation of this agreement and the right and obligations of the parties shall be governed and construed in accordance with the laws of the State of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. The parties shall attempt in good faith to resolve promptly any dispute arising out of or related to this agreement by negotiation between executives who have authority to settle the dispute. All controversies, claims or disputes arising out of or related to this contract or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the state or federal courts located in Florida, as appropriate.

(b) This agreement cannot be assigned by either party without the consent of the non-assigning party.

(c) This instrument shall constitute the final complete expression of this agreement between FMPA and Participant relating to the subject matter of this agreement.

(d) Any notices to TVPPA, FMPA, and Participant shall be given to the following addresses:

If to TVPPA: Tennessee Valley Public Power Association, Inc.
1206 Broad Street
Post Office Box 6189
Chattanooga, Tennessee 37402 (37401-5189)
Telephone (423) 756-6511
Attention: Kim Culpepper

If to FMPA: Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819-9002
Telephone (407) 355-7767
Attention: Mark McCain

If to Participant: _____

(e) Wherever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this agreement. In the event any provision of this agreement is held by any tribunal of competent jurisdiction to be contrary to applicable law, the remaining provisions of this agreement shall remain in full force and effect.

(f) Each party has participated in negotiating and drafting this agreement, so if an ambiguity of intent or interpretation arises, this agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this agreement.

(g) This agreement may be executed in any number of counterparts, and signature pages exchanged by facsimile, and each counterpart shall be regarded for all purposes as an original, and such counterparts shall constitute, but one and the same instrument, it being understood that both parties need not sign the same counterpart. The signature page of any counterpart, and facsimiles and photocopies of the counterpart, may be appended to any other counterpart and when so appended shall constitute an original. In the event that any signature is delivered by facsimile transmission or by facsimile signature, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the agreement with the same force and effect as if such facsimile signature page were an original.

[Signature Page Follows]

The parties are signing this lineworker safety program participation agreement as of the date stated in the introductory clause.

FLORIDA MUNICIPAL POWER AGENCY

By: _____
Mark McCain
Vice President of Member Services
and Public Relations

[NAME OF MEMBER]

By: _____
Name:
Title:

DRAFT

Schedule A

LINEWORKER SAFETY PROGRAM COST ALLOCATION (Based upon TVPPA rates in effect as of March 1, 2021)

Participant	Enrolled Lineworkers	Annual Cost for 10 Safety Meetings ¹
Alachua	10	\$ 10,507.04
Bartow ²	20	\$ 15,000.00
Blountstown	4	\$ 4,802.82
Bushnell	6	\$ 6,704.22
Chattahoochee	4	\$ 4,802.82
Clewiston	6	\$ 6,704.22
Havana	3	\$ 3,852.11
Homestead ²	17	\$ 15,000.00
Jacksonville Beach ²	27	\$ 15,000.00
Key West ²	24	\$ 15,000.00
Kissimmee ²	53	\$ 15,000.00
Mount Dora	9	\$ 9,556.34
Moore Haven	2	\$ 2,901.41
Newberry	5	\$ 5,753.52
Ocala ²	48	\$ 15,000.00
Quincy	8	\$ 8,605.63
Starke	7	\$ 7,654.93
Fort Meade	4	\$ 4,802.82
Fort Pierce ²	24	\$ 15,000.00
Lake Worth Beach ²	24	\$ 15,000.00
New Smyrna Beach ²	20	\$ 15,000.00
Williston	3	\$ 3,852.11

Notes:

¹ Costs are calculated based on \$1,000 + (\$950.70 x the number of enrolled lineworkers), rounded to the nearest whole dollar. During the Initial Term, cost allocation is based upon 13 safety meeting sessions, pursuant to section 4(a). For each Renewal Term, cost allocation will be based upon 10 safety meeting sessions.

² Participants with greater than 15 enrolled lineworkers are capped at an enrolled lineworker equivalent of 14.7259

LINeworker SAFETY PROGRAM AND OTHER SUPPORT SERVICES AGREEMENT

This lineworker safety program and other support services agreement is effective as of July 1, 2021, and is between FLORIDA MUNICIPAL POWER AGENCY, a governmental legal entity created and existing pursuant to Florida law (“**FMPA**”) and TENNESSEE VALLEY PUBLIC POWER ASSOCIATION, INC., a Tennessee nonprofit corporation (“**TVPPA**”).

TVPPA is a nonprofit, Southeastern advocacy and service organization that represents and serves the interests of consumer-owned and public power utilities across many states. Included in the services it offers to its members is a lineworker safety program (the “**Safety Program**”) plus multiple training programs and other services. FMPA is a joint action agency of 31 municipal electric utilities in the state of Florida. FMPA serves all or a portion of the power needs for 22 of its member utilities and provides value-added services that enhance the operations of its member utilities for the benefit of their customers.

TVPPA and FMPA desire to work together to provide for the provision of services to FMPA and its municipal electric utility members through the service offerings of TVPPA, as provided in this agreement.

The parties therefore agree as follows:

1. **Term.** This agreement is effective from the date stated in the introductory clause until September 30, 2022 (the “**Initial Term**”), at which point this agreement shall automatically renew for successive one-year periods beginning October 1, 2022 (each a “**Renewal Term**”) unless a party provides the other party no less than 30 days prior notice of its desire to terminate this agreement (the Initial Term together with all Renewal Term(s) is collectively the “**Term**”). Except for (1) a termination pursuant to the previous sentence of this section 1, or (2) a TVPPA Default, as defined in section 11, this agreement is not terminable prior to the end of the Term.

2. **Safety Program Meetings.** (a) FMPA and TVPPA will cooperate and coordinate with each other and with FMPA’s members participating in the Safety Program (each, a “**Participant**”) to conduct a safety meeting with each Participant approximately monthly. TVPPA must make reasonable efforts to arrange and conduct 13 safety meetings for each Participant during the Initial Term and 10 safety meetings for each Participant during each Renewal Term (the “**Guaranteed Safety Meetings**”). A list of Participants is set forth in Schedule A, which may be amended by FMPA from time to time to reflect changes, if any, in its members’ participation in the Safety Program.

(b) If TVPPA conducts fewer safety meetings than the Guaranteed Safety Meetings for any Participant, FMPA will only pay TVPPA for the safety meetings actually conducted with Participant. If a Participant desires more than the Guaranteed Safety Meetings,

that Participant must separately arrange and pay for such additional safety meetings directly with TVPPA.

3. **TVPPA Charges and Billing.** (a) During the Term, FMPA will pay TVPPA member dues for FMPA and for each of FMPA's Participants for the Participants to access the Safety Program and all other TVPPA support services at TVPPA-member prices. FMPA may also opt to pay TVPPA membership dues for other FMPA members that are not Participants in the Safety Program (each being a "**Non-Participant Member**") so that such Non-Participant Members can access other TVPPA support services at TVPPA-member prices. A list of Non-Participant Members is set forth in Schedule A, which may be amended by FMPA from time to time to reflect changes, if any, in its members' participation in the Safety Program.

(b) For the Initial Term, the TVPPA membership fee is \$500 for each Participant and Non-Participant Member, and the cost of each safety meeting session is \$1,500. If TVPPA desires to change this pricing for any Renewal Term, it must provide the new pricing to FMPA by March 1 preceding the next Renewal Term. TVPPA services other than the Safety Program, are beyond the scope of this agreement, but may be addressed between a Participant or Non-Participant Member and TVPPA, as between themselves, outside of this agreement. (For the avoidance of doubt, such additional TVPPA services will be arranged, provided, billed, and paid for between TVPPA and each Participant or Non-Participant Member.)

(c) TVPPA shall invoice FMPA monthly, in arrears, for the safety meeting sessions conducted in the previous month. FMPA shall pay TVPPA, within forty-five (45) days of the date of each invoice, at [TVPPA billing address or instructions], or such other address as TVPPA shall specify in writing to FMPA (including electronic payment routing numbers).

(d) Prior to the beginning of the Initial Term and each Renewal Term, FMPA will notify TVPPA of which FMPA Members will be participating in the Safety Program for the upcoming Initial Term and each Renewal Term. TVPPA will separately invoice FMPA for the related membership fees, which will be paid by FMPA within forty-five (45) days, as provided for previously in this section 3(c).

(e) Additionally, TVPPA will notify FMPA promptly if TVPPA receives a request or has an existing relationship (including apprentice training) from a Non-Participant Member for Other Support Services (as defined in section 8(a)). Within 60 days after such notice, if TVPPA also confirms to FMPA that it will provide Other Support Services to such Non-Participant Member, FMPA will pay for TVPPA membership for the same Non-Participant Member, and TVPPA hereby agrees that such Non-Participant Member is entitled to TVPPA member pricing for the Other Support Services. TVPPA will separately invoice FMPA for such membership fees, which will be paid by FMPA within forty-five (45) days, as provided for previously in this section 3(c).

(f) If FMPA has a question concerning a TVPPA invoice, TVPPA will cooperatively work with FMPA to resolve its questions. If questions cannot be resolved before the payment is due pursuant to section 3(c), or if FMPA wishes to dispute an invoice, FMPA must communicate its objections, concerns, or questions to TVPPA in writing by the payment due date and pay all portions of the invoice that it does not dispute. Disputes will be addressed between the parties as provided for in section 10.

4. **Designation of FMPA as Representative.** The parties understand and agree that each of the Participants named in Schedule A have designated FMPA as its representative with TVPPA for the purpose of coordinating the provision of the Safety Program among Participants and billing for the Safety Program.

5. **Steering Committee.** TVPPA acknowledges that each of the Participants have or will name one individual to serve as its representative to a steering committee to oversee the provision of the Safety Program for all Participants (the "**Steering Committee**"). It is also the role of the Steering Committee to work with TVPPA to review the Safety Program, periodically, and make recommendations to TVPPA to enhance the Program's effectiveness, including service offerings, content, scheduling, locations, delivery modes, and other matters. FMPA will designate a staff liaison to coordinate activities of the Steering Committee. The Steering Committee shall elect a chair. In addition to chairing Steering Committee meetings, the chair shall serve as a liaison to TVPPA (including interaction with and liaison to the TVPPA Board of Directors) to represent the interests of all Participants in matters related to TVPPA and the Safety Program. TVPPA agrees to cooperate with the chair of the Steering Committee, keep the Steering Committee informed of matters that have a material impact on the Safety Program and other TVPPA services, and communicate with the Steering Committee as requested by it, the chair, or FMPA.

6. **Adverse Events.** It is agreed and understood that in the event of a named storm, a tornado recorded by the National Weather Service, other severe weather events, or other natural calamities, disasters, or adversities (e.g., pandemic) that make it impractical or unreasonable to conduct a safety meeting (collectively, "**Adverse Events**"), TVPPA's obligation to provide safety meetings may be suspended for a period of time for so long as an Adverse Events are impacting affected Participants. Each such Participant will notify FMPA and TVPPA if it is impacted by an Adverse Event, and Participant will notify FMPA and TVPPA when its impact from an Adverse Event has ended, permitting the resumption of safety meetings.

7. **Annual Safety Program Confirmation.** (a) For each Renewal Term, FMPA and TVPPA will rely on the following process to determine the Participants committing to participate the in the Safety Program:

- (1) By March 1, TVPPA will provide FMPA with the cost of safety meetings for the coming Renewal Term, which will not be later changed by TVPPA, except by concurrence of FMPA. FMPA will promptly share this information with FMPA's members.

(2) By June 15, FMPA will provide to TVPPA a revised Schedule A, as necessary, confirming the Participants in the Safety Program for the upcoming Renewal Term.

(b) If TVPPA fails to notify FMPA of changes in the costs of safety meetings by March 1 for the upcoming Renewal Term, the costs will be deemed by the parties to remain the same, unless, for good cause shown, TVPPA can demonstrate to FMPA that a later change in the costs of safety meetings is necessary to continue the Safety Program, with the parties agreeing and acknowledging that TVPPA may not withdraw or discontinue the Safety Program from the Participants for a failure to timely provide FMPA notice of changed costs pursuant to clause (1) of section 7(a).

8. **Other Support Services.** (a) For services and offerings from TVPPA aside from the Safety Program, TVPPA will work directly with FMPA's Participants and Non-Participant Members to arrange for the provision, billing, and payment for such "**Other Support Services.**" Provided, however, TVPPA agrees that all Participants and Non-Participant Members will be able to access Other Support Services at discounted TVPPA-member pricing, as available, so long as FMPA pays the TVPPA membership dues for such Participants and Non-Participant Members.

(b) TVPPA agrees that, as a part of the Other Support Services, Participants and Non-Participant Members may have available TVPPA's offering of its member services, including, but not limited to, the following services:

- (1) *Safety Assessment Service* – TVPPA's assessment of a utility's overall safety program compared to industry best practices and benchmarks, including a review of actual incidents, risks, and other factors affecting the utility's safety program. A Participant or Non-Participant Member interested in this service must directly request the service from TVPPA. The fee for this service may vary depending on a number of factors, including the level of detail requested for an assessment.
- (2) *Incident Investigations* – Upon request of a Participant or Non-Participant Member to TVPPA, TVPPA will provide incident investigation services for a negotiated fee between such utility and TVPPA. For this service, incidents include worksite accidents, close-calls, injuries, fatalities, illnesses, and other events. At the conclusion of each investigation, TVPPA will provide a complete investigation report.

9. **No Liability.** The parties acknowledge that FMPA is an administrator and billing coordinator to facilitate TVPPA's provisions of the Safety Program and other services to Participants and Non-Participant Members. Therefore, TVPPA hereby agrees to indemnify, defend and protect FMPA from and against, any claims, demands, losses, damages (including punitive damages), liabilities, costs, charges, or expenses arising out of or related to TVPPA's provision of the Safety Program and all other TVPPA services. Except for obligations owed pursuant to the

terms and conditions of this agreement, the parties hereby agree they will not be liable to each other for any loss, cost, damage or expense incurred as the result of any action or failure to act, whether negligent or otherwise, by the other party in carrying out the provisions of this agreement or in any way related to the Safety Program or the provision of the Safety Program by TVPPA. This section 9 shall survive the termination or expiration of this agreement.

10. **Dispute Resolution.** (a) The parties expressly agree that they will first engage in good faith negotiations to resolve any dispute arising out of or related to this Agreement. Good faith negotiations include without limitation the following:

1. Any dispute will be first reviewed by the appropriate staff of each party who shall endeavor to define the issues underlying the dispute and prepare a joint recommendation for resolution.
2. If at any time either party is unwilling or unable to accept resolution as proposed by the other party, then the dispute and underlying issues shall be presented to the General Manager and CEO of FMPA and to the President and CEO of TVPPA for resolution (collectively, the “**Executives**”).

(b) If either party determines that further negotiations will be fruitless, or the Executives cannot agree on a resolution of a dispute, and that an impasse has been reached, then either party may declare the negotiations at an impasse. The party declaring the negotiations at an impasse must so notify the other party in writing stating with particularity the issues or points believed to be the basis of the impasse. If an impasse is declared by either party, the parties may then, without first submitting a dispute to non-binding mediation, commence legal action in a court of competent jurisdiction as agreed hereunder in order to resolve the dispute.

11. **TVPPA Default.** (a) FMPA may terminate this agreement if (1) TVPPA commits a material breach of this agreement, or (2) fails to provide safety meetings, continue the Safety Program, or fails to provide any other TVPPA services to a Participant or a Non-Participant Member and such failure, after notice from FMPA, remains uncorrected for more than ten days (each being a “**TVPPA Default**”). If FMPA elects to terminate this agreement due to a TVPPA Default, FMPA must give TVPPA no less than five days written notice of termination following the occurrence of the TVPPA Default. If TVPPA corrects the TVPPA Default to FMPA’s reasonable satisfaction within such five-day period, this agreement will not terminate.

(b) Upon termination by FMPA, all books and records and other information in the possession of TVPPA related to this agreement, the Safety Program, and the provision of TVPPA services to Participants and Non-Participant Members, is and does become the property of FMPA (collectively, “**FMPA Records**”), and TVPPA will provide originals or copies of all FMPA Records to FMPA within one month of such termination.

(c) Upon FMPA's termination of this agreement due to a TVPPA Default, neither FMPA nor any Participant nor any Non-Participant Member shall owe any further obligation or sum to TVPPA with regard or related to the Safety Program, and TVPPA hereby agrees to waive all such obligations or sums it may otherwise contend are owing, except that TVPPA will be due payment for safety meetings that occurred, if in accordance with all terms and conditions of this agreement, prior to termination.

12. **General Provisions.** (a) The validity and interpretation of this agreement and the right and obligations of the parties shall be governed and construed in accordance with the laws of the state of Florida without regard for any conflicts of law provisions that might cause the law of other jurisdictions to apply. All controversies, claims or disputes arising out of or related to this contract or any agreement, instrument, or document contemplated hereby, shall be brought exclusively in the state or federal courts located in Florida, as appropriate.

(b) This agreement cannot be assigned by either party without the consent of the non-assigning party.

(c) This instrument shall constitute the final complete expression of this agreement between FMPA and TVPPA relating to the subject matter of this agreement.

(d) Any notices to TVPPA or FMPA must be given to the following addresses:

If to TVPPA: Tennessee Valley Public Power Association, Inc.
1206 Broad Street
Post Office Box 6189
Chattanooga, Tennessee 37402 (37401-5189)
Telephone (423) 756-6511
Attention: Kim Culpepper

If to FMPA: Florida Municipal Power Agency
8553 Commodity Circle
Orlando, Florida 32819-9002
Telephone (407) 355-7767
Attention: Mark McCain

With a copy to: Office of the General Counsel
(required) Florida Municipal Power Agency
2061-2 Delta Way
Tallahassee, Florida 32303
Telephone: (850) 297-2011
Attention: TVPPA Public Power Support Services Agreement

(e) Wherever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Should any portion of this agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this agreement. In the event any provision of this agreement is held by any tribunal of competent jurisdiction to be contrary to applicable law, the remaining provisions of this agreement shall remain in full force and effect.

(f) Each party has participated in negotiating and drafting this agreement, so if an ambiguity of intent or interpretation arises, this agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this agreement.

(g) This agreement may be executed in any number of counterparts, and signature pages exchanged by facsimile, and each counterpart shall be regarded for all purposes as an original, and such counterparts shall constitute, but one and the same instrument, it being understood that both parties need not sign the same counterpart. The signature page of any counterpart, and facsimiles and photocopies of the counterpart, may be appended to any other counterpart and when so appended shall constitute an original. In the event that any signature is delivered by facsimile transmission or by facsimile signature, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the agreement with the same force and effect as if such facsimile signature page were an original.

[Signature Page Follows]

The parties are signing this public power support services agreement as of the date stated in the introductory clause.

FLORIDA MUNICIPAL POWER AGENCY

By: _____
Jacob A. Williams
General Manager and Chief
Executive Officer

TENNESSEE VALLEY PUBLIC POWER
ASSOCIATION, INC.

By: _____
Name:
Title:

DRAFT

Schedule A

TVPPA LINEWORKER SAFETY PROGRAM PARTICIPANTS AND NON-PARTICIPANT MEMBERS

Safety Program Participants	Non-Participant Members
City of Alachua	City of Leesburg
City of Bartow	City of Wauchula
City of Blountstown	City of Green Cove Springs
City of Bushnell	City of St. Cloud
City of Chattahoochee	Orlando Utilities Commission
City of Clewiston	City of Winter Park
Town of Havana	Gainesville Regional Utilities
City of Homestead (Homestead Energy Services)	City of Lakeland
City of Jacksonville Beach (Beaches Energy Services)	City of Tallahassee
Utility Board of the City of Key West, Florida (Keys Energy Services)	
Kissimmee Utility Authority	
City of Mount Dora	
City of Moore Haven	
City of Newberry	
City of Ocala	
City of Quincy	
City of Starke	
City of Fort Meade	
Fort Pierce Utility Authority	
City of Lake Worth Beach	
Utilities Commission New Smyrna Beach	
City of Williston	

**AGENDA ITEM 5– INFORMATION
ITEMS**

a) Member Services 2020 Year in Review

**FMPA Member Services Advisory
Committee Meeting
February 8, 2021**



5a – Member Services 2020 Year in Review

Member Services Advisory Committee

February 8, 2021

Calendar Year 2020 Highlights

All FMPA Members Participated in at Least One FMPA Service

100%

FMPA
member
participation

Service Offerings

31 FMPA member utilities engaged in at least one service offering from FMPA in 2020

Member Projects

FMPA was engaged by its members to help manage 29 significant projects in FY 2020

RFPs

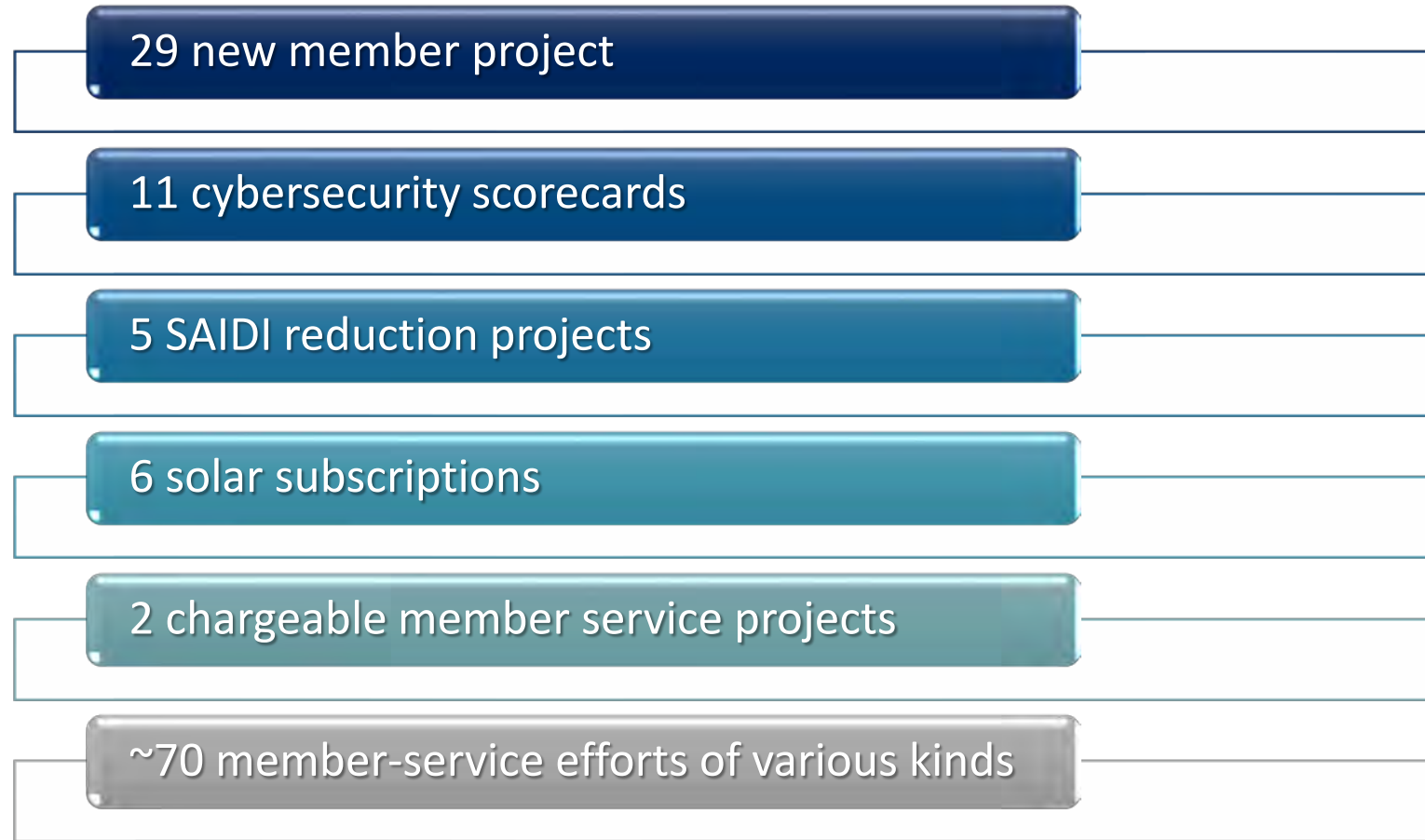
23 agreements available to members through Joint Purchasing with 14 of them FEMA compliant

Training

345 participants attended events in 2020, representing 20 FMPA members, which was lower than 2019 due to COVID

Member Service Projects Increasing in Number

More FMPA Team Members Involved in Providing Services



FMPA Departments Involved
Communications
Cybersecurity
Distribution Engineering
Distribution Reliability
Finance
Financial Planning
Human Resources
Information Technology
Legal
NERC Compliance
Retail Power Delivery
Strategic Planning

FMPA Focused on Helping Cities Enhance Reliability

Spend Through FMPA's Joint Purchasing Increased 50%

**81
Member Visits**

Member Services staff engaged with members directly to discuss issues that were important to them

**23
Members**

Participation in the Distribution Reliability Measurement Program to benchmark reliability with other utilities

**23 agreements,
\$3 million spent**

23 joint purchasing agreements available to FMPA members in areas of distribution, transmission and utility support; Total spent of ~\$3 million, a 50% increase over 2019

COVID Impacted Delivery of Training Programs

Developing a New Lineworker Safety and Training Program

Reoccurring Training Programs

- Roundtables & Workshops
 - Meter Tech
 - Purchasing
 - Human Resources
 - Distribution Reliability Roundtable
- Substation Training Series
- Lineworker Training
 - Groundman Certificate
 - Lineworker Apprentice Training
 - Underground Training
 - Monthly Safety Training

New/Expanded Training Offering

- Substation Safety Series (4 sessions)
- Safety By Design Series (6 sessions)
- TVPPA Lineworker Safety Program
- AMI Workshop
- Training Programs
 - TVPPA craft and management training programs (17 offerings)
 - SET Solutions custom training programs

Facilitated Information Sharing Among Municipals

Completed an Informative Reliability Demonstration Project

TripSavers

Completed a demonstration project showing that even a small deployment of lateral reclosers on targeted lines can have a big impact on reliability at an affordable cost

IT Assessment

Brought the expertise of 4 member utilities to assist with reviewing and streamlining IT operations for a fellow member

Surveys

Issued 23 email surveys at the request of individual FMPA members to gather information from other municipal electric utilities on common issues

**AGENDA ITEM 5 – INFORMATION
ITEMS**

**b) FMPA 2021 Training & Events
Calendar**

**FMPA Member Services Advisory
Committee Meeting
February 8, 2021**



5b – FMMPA 2021 Training & Events Calendar

Member Services Advisory Committee

February 8, 2021

FMPA's 2021 Training Calendar Now Available Online

2021 Events Include Reoccurring Programs and New Offerings

Reoccurring Training Programs

- Roundtables & Workshops
 - Meter Tech
 - Purchasing
 - Human Resources
 - Lineman's Roundtable
 - Distribution Reliability
- Substation Training Series
- ECG Lineworker Training
 - Groundman Certificate
 - Lineworker Apprentice Training
 - Underground Training
 - Monthly Safety Training

New/Expanded Training Offering

- AMI Roundtable
- Substation Roundtable
- TVPPA Lineworker Safety Program
- Training Programs
 - TVPPA craft and management training programs (17 offerings)
 - SET Solutions Distance Learning Series and custom training programs

New: Foreman Academy Certification from TVPPA

Specialized Training Designed for Crew Leaders, Foremen

- Designed for up-and-coming leaders or those already in the role
- Three tracks, four days per track, in Orlando
- \$1,500 per person, per track
- Course Content:
 - Attitude and Responsibility
 - Safety & Technical Skills
 - Management Skills
- Register on FMPA.com

New: TVPPA Lineworker Training Programs Available

Programs Provided at Kissimmee Utility Authority's Facility

Training Programs	Month	Location
Lineman Apprenticeship Pre-Apprentice Assessment Workshop	January	KUA
Lineman Apprenticeship Lab 1 Fundamentals	January	KUA
Advanced Lineworker Certificate Training Phase 1	February	KUA
Lineman Apprenticeship Lab 5 Troubleshooting	March	KUA
Digger Derrick Lab	March	KUA
Advanced Lineworker Certificate Training Phase 2	April	KUA
Lineman Apprenticeship Final Exam	June	KUA
Advanced Lineworker Certificate Training Phase 3	June	KUA
Lineman Apprenticeship Lab 2 Construction	July	KUA
Advanced Lineworker Certificate Training Phase 4	August	KUA
Lineman Apprenticeship Lab 1 Fundamentals	August	KUA
Advanced Lineworker Certificate Training Phase 5	October	KUA

New: TVPPA Offers Craft and Management Training

All Programs Available at TVPPA-Member Discounted Price

- Lineman Apprenticeship Program
- Advanced Lineworker Certificate Training
- Power Line Design and Staking
- Substation Maintenance Program
- Electrical metering Program
- Protective Relaying Program
- Certified Power Executive
- Advanced Certified Power Executive
- Certified Power Supervisor
- Certified Power Technology
- Certified Safety Coordinator
- Certificate of Customer Service
- Certified Utility Accountant
- Utility Human Resources Certification
- Power Distribution Engineer
- Utility Security Professional
- Utility Purchasing & Materials Management

New: Distance Learning for Electric Safety Compliance

Program Created for Florida's Municipals by SET Solutions

- Series comprised of seven, one-hour interactive webinars
- Topics include:
 - Electrical Hazards and Risk Assessments
 - NESC vs OSHA's Safe Working Rules
 - Electric Power Qualified vs. Unqualified
 - Working On or Near Energized Parts – Minimum Distances
 - Electric Power Flames and Electric Arcs.
 - Contractor Information Sharing
 - De-Energizing Lines and Equipment for Employee Protection
- Register on FMPA.com

**AGENDA ITEM 5 – INFORMATION
ITEMS**

c) Update on Mobile Substation Project

**FMPA Member Services Advisory
Committee Meeting
February 8, 2021**



5c – Update on Mobile Substation Project

Member Services Advisory Committee

February 8, 2021

Substation Redundancy Critical for Reliability

Joint Action Approach Necessary to Attain Economies of Scale

- FMPA Board asked staff to investigate options for a mobile substation
- Eight members have provided a non-binding expression of interest
 - Keys, Homestead, Lake Worth Beach, New Smyrna Beach, Leesburg, Winter Park, Bartow, Jacksonville Beach
- Staff proposed a long-term contract with an operator-owner of the asset, who would store, maintain and deploy the trailer

Project Timeline for Key Steps

Schedule Delays Due to COVID, Manufacturing Lead Time

Key Steps	Anticipated Completion
Collect key data for substations of interested members	Completed September-20
Review with members key assumptions for candidate substations	March-21
Draft and issue RFP	April-21
Present evaluation of responses to members	June-21
Obtain firm commitment from members	August-21
Execute contract	October-21
Mobile substation available for deployment	October-22

Questions to Be Answered

Members' Requirements, RFP Responses Will Influence Choices

- Will members want the option for a rapid deployment?
- Should the asset owner-operator be responsible for commissioning and de-commissioning the mobile substation?

**AGENDA ITEM 5 – INFORMATION
ITEMS**

- d) Discussion of Member Services Topic
in FMPA’s Upcoming Strategic
Planning Workshop**

**FMPA Member Services Advisory
Committee Meeting
February 8, 2021**



5d – Preview of Member Service Topics in FMPPA's Upcoming Strategic Planning Workshop

Member Services Advisory Committee

February 8, 2021

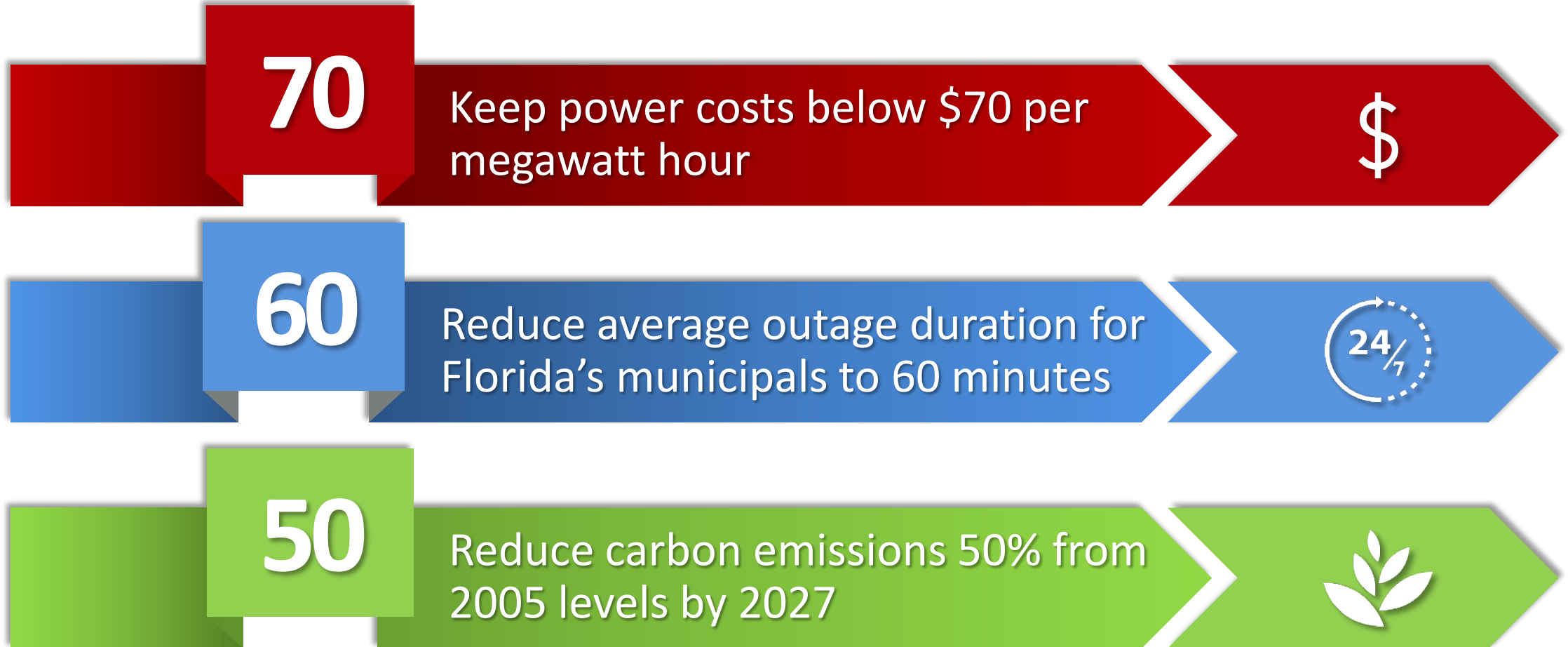
FMPA to Hold Strategic Planning Workshop on Feb. 17

All Members Encouraged to Participate

- Biennial strategic planning discussion
- Scheduled for Wednesday, Feb. 17 at FMPA, 9 a.m. to 3 p.m.
- In-person encouraged; Virtual participation option available
- Dinner for members on Feb. 17
- FMPA Board of Directors meeting Thursday, Feb. 18 at 9 a.m.

FMPA's Stretch Goals for the Coming Years

Our Targets for Low-Cost, Reliable and Clean Wholesale Power



Reliability Goal: Average Outage Duration 60 Minutes

Average Muni Reliability Good, But Some IOUs Making Strides

- Customers expect reliable power
- Competition setting a new standard
- Municipals typically excel at restoring power quickly (CAIDI)
- Some municipals perform excellent in reliability indices but performance on some indices varies widely
- Municipals could benefit from reliability best practices to enhance customer satisfaction

Distribution Reliability Indices for 2019

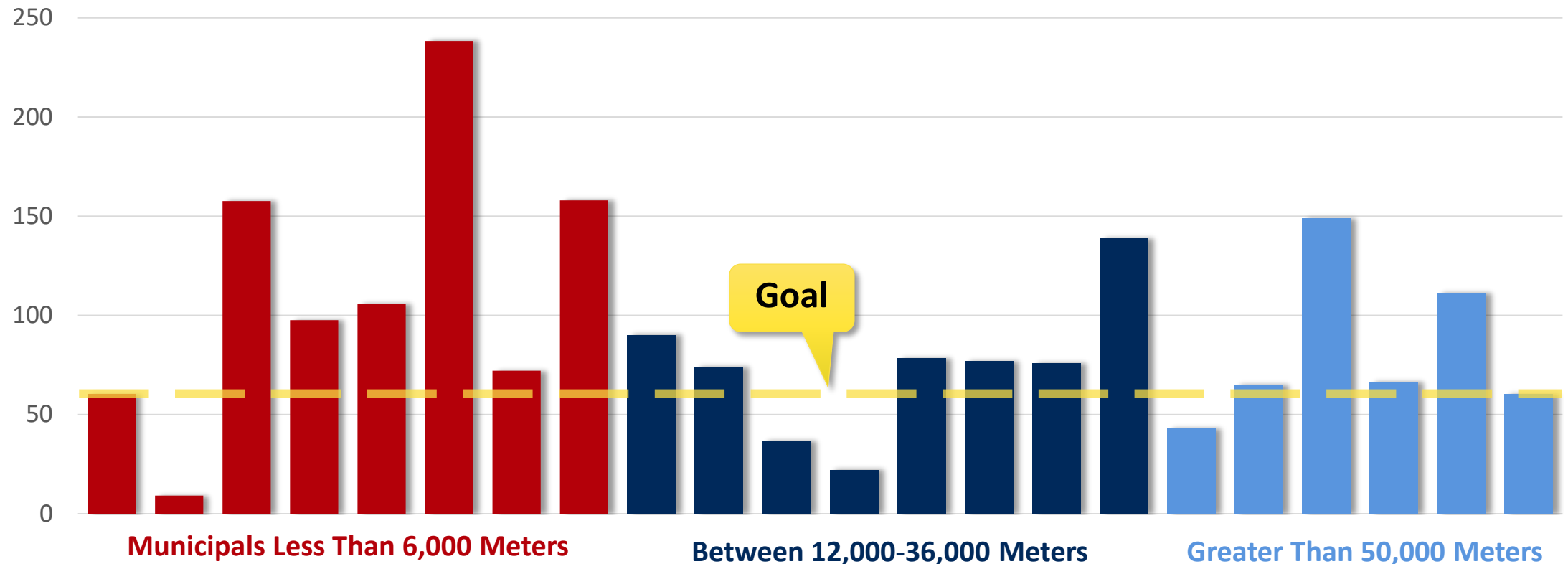
Best Performer in Florida Highlighted in Green

	Munis	FPL	Gulf
Duration (SAIDI)	70	49	67
Restoration (CAIDI)	60	60	69
Frequency (SAIFI)	1.16	0.82	0.97
Momentaries (MAIFle)	3.32	3.20	2.13

Municipal Reliability Performance Varies Widely

Significant Effort Needed to Meet the Goal

Average Outage Duration (SAIDI) for Municipals That Provide Data to FMPA
In minutes for fiscal 2020



FMPA Offers Assistance with Reliability Initiatives

Recent Examples of FMPA's Growing Support to Members

Projects	Members
Substation Improvements	Starke, Clewiston, Green Cove Springs, Gainesville, Wauchula
Protection Coordination	Blountstown, New Smyrna Beach, Williston
Customized Training	Bartow, Key West, Homestead, Williston, Alachua
Lateral Reclosers	Bartow, Homestead; Additionally, through the DEED Project, Tallahassee, Havana, Key West
Mobile Substation Project	Multiple potential members
Mapping, GIS	Blountstown, Bushnell, Chattahoochee, Fort Meade, Green Cove Springs, Havana, Moore Haven, Williston
AMI	Clewiston, Newberry

FMPA Can Provide Reliability Resources in Key Areas

Leveraging Subject-Matter Experts, Joint Purchase Contracts

Best Practices	Available FMPA Support
Circuit Inspection	SME support, contract services for infrared inspection
Substation Maintenance	SME support, contract services available
Tree Trimming	SME support, contract services available
Fuse Coordination	SME support, Master Services Agreements
Pole Inspection & Replacement	Contract services
Targeted Hardening	Master Services Agreements, SME support
Lateral Reclosers	SME support, Master Services Agreements
SCADA, GIS, AMI	Master Services Agreements, limited SME support

SME refers to subject-matter experts available on FMPA's staff. List of [contract services](#) available from FMPA's joint procurement efforts.

As Costs Come Down, Will Reliability Be a Focus Area

Is There a Joint-Action Advantage to Expand Reliability Services

- FMPA works to supply reliable wholesale power, and retail-level reliability important, too
- Some municipals challenged for various reasons to apply best practices
- If members seek assistance to the level of the opportunity, additional FMPA resources could be necessary to support reliability efforts
- Is reliability a top strategic issue for members?
- Do members see a joint-action advantage for FMPA to expand reliability services?

24/7

60

Reduce average outage duration for Florida's municipals to 60 minutes



Additional Retail and Member Service Opportunities

Member Service Projects Increasing in Number

More FMPA Team Members Involved in Providing Services

- July 2018**
 - Report to Board highlighted distribution assistance to members, noting 7 projects for 5 cities
- FY 2019**
 - Logged 27 member projects in fiscal 2019 Management Goals
- FY 2020**
 - Management Goals logged 29 new member projects, 11 Cyber Scorecards, 5 SAIDI reductions, 6 solar subscriptions
- Jan. 2020**
 - Adopted guidelines for chargeable services and have been engaged on 2 chargeable services to date
- Jan. 2021**
 - Tracking approximately 70 member-service efforts

TYPES OF SERVICES
Communications
Cybersecurity
Distribution Engineering
Distribution Reliability
Finance
Financial Planning
Human Resources
Information Technology
Legal
NERC Compliance
Retail Power Delivery
Strategic Planning

Cybersecurity and IT Require Increasing Focus

Threats Evolving and Costs Growing

- Changing risk landscape
 - Malware, ransomware, denial-of-service attacks continue to impact municipalities
 - Phishing attempts evolving and maturing
 - Cyber insurance likely to add risk profiles/requirements to offset higher costs
 - Supply chain risks and responsibilities increasing
- Be prepared with cyber incident response plan, like utilities have a storm plan
- Needed IT skills are evolving, talented resources are scarce

BY THE NUMBERS

\$3.9M Average cost of a data breach in 2020

Percentage of malware delivered via email **94%**

38% of employees fail phishing tests

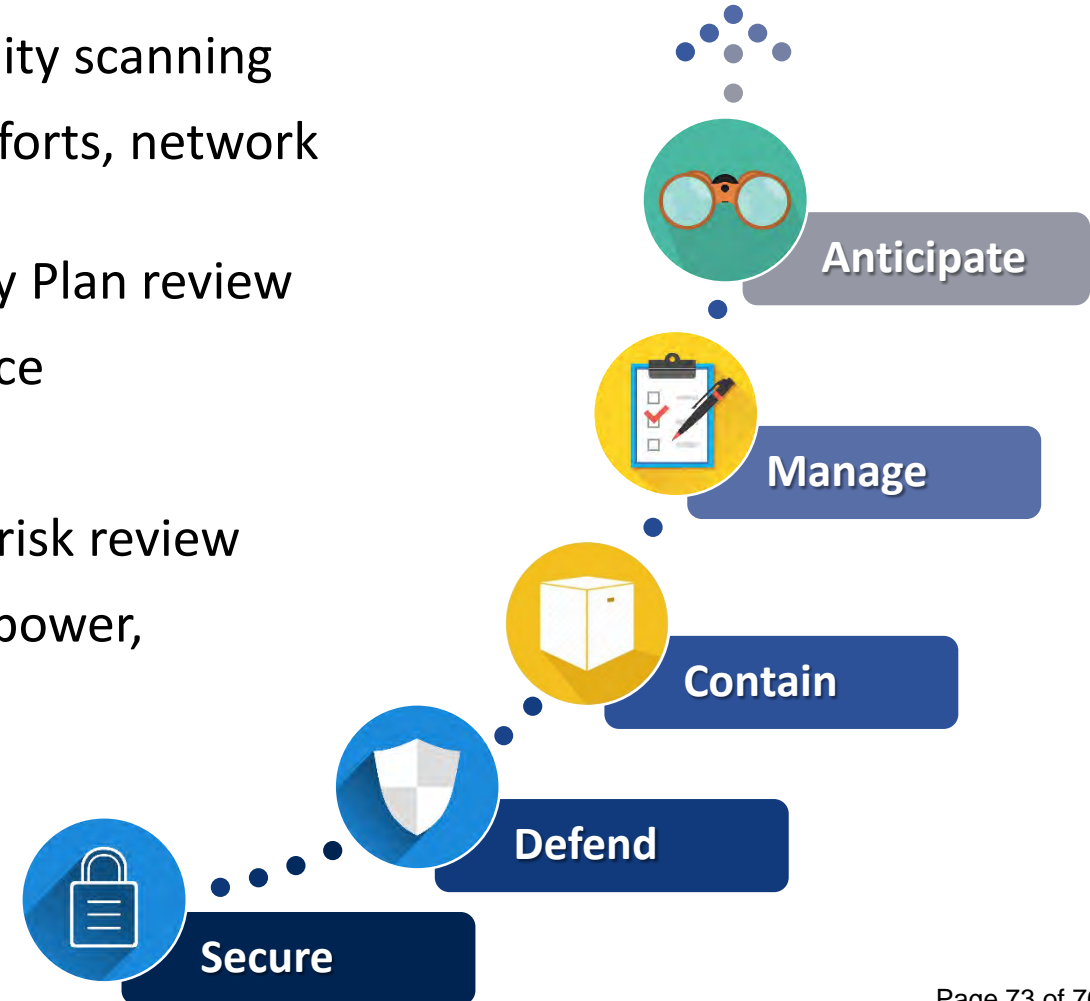
Average downtime for a ransomware event **16 days**

500% Increase in U.S. spending on cybersecurity over 10 years

FMPA Has Cybersecurity Expertise

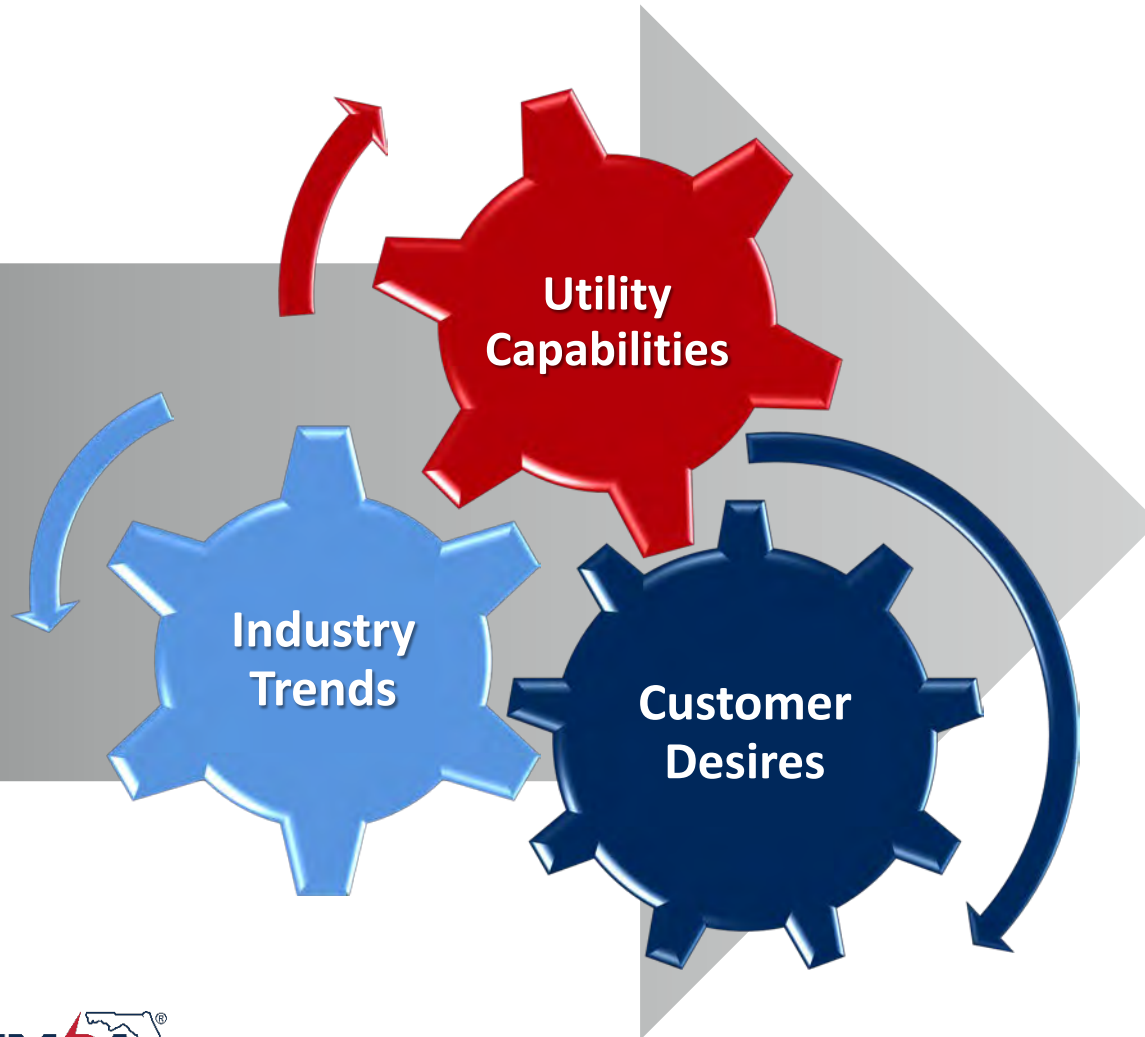
Many Services Available to Help

- Network assessments, inventories, vulnerability scanning
- Firewall configuration review, validation of efforts, network documentation
- Incident Response Plan and Disaster Recovery Plan review
- Conversations around Cyber Mutual Assistance
- Risk exposure from internet connections
- Systems backups and ransomware exposure/risk review
- Review of existing services offered by public power, federal grants, other sources
- Risk review of cloud services
- Member phishing program



Should FMPA Maintain/Expand Value-Added Services?

If Expansion Desired, Additional Resources May Be Required



System Mapping	System Plan & Design	Fuse Coordination
Substation Maintenance	Metering Technologies	Rate Structure Analysis
Cybersecurity IT and OT	Regulatory Compliance	Financial Planning
Customer Communication	Human Resources	Legal

**AGENDA ITEM 6 – MEMBER
COMMENTS**

**FMPA Member Services Advisory
Committee Meeting
February 8, 2021**

AGENDA ITEM 7 – ADJOURNMENT

**FMPA Member Services Advisory
Committee Meeting
February 8, 2021**