



FMPA BOARD OF DIRECTORS AGENDA PACKAGE

April 15, 2021

9:00 a.m. [NOTE TIME]

Dial-in Info 877-668-4493 or 650-479-3208

Meeting Number 180 781 6973#

Password – 8553#

Board of Directors

Barbara Quiñones, Homestead –Chair
Lynne Tejeda, Key West – Vice Chair
Larry Mattern, Kissimmee – Secretary
Allen Putnam, Jacksonville Beach – Treasurer
Rodolfo Valladares, Alachua
Bradley Hiers, Bartow
Vacant, Blountstown
Jody Young, Bushnell
Robert Presnell, Chattahoochee
Lynne Mila, Clewiston
Jan Bagnall, Fort Meade
John Tompeck, Fort Pierce
Tom Brown, Gainesville
Robert Page, Green Cove Springs
Howard McKinnon, Havana
Ed Liberty, Lake Worth Beach

Michael Beckham, Lakeland
Brad Chase, Leesburg
Vacant, Moore Haven
Steve Langley, Mount Dora
Bill Conrad, Newberry
Joe Bunch, New Smyrna Beach
Bill Kaufman, Ocala
Claston Sunanon, Orlando
Vacant, Quincy
Keith Trace, St. Cloud
John Holman, Starke
Rob McGarran, Tallahassee
James Braddock, Wauchula
Vacant, Williston
Dan D'Alessandro, Winter Park

Meeting Location

**Florida Municipal Power Agency
8553 Commodity Circle
Orlando, FL 32819
(407) 355-7767**

MEMORANDUM

TO: FMPA Board of Directors
FROM: Jacob A. Williams, General Manager and CEO
DATE: April 6, 2021
RE: **FMPA Board of Directors Meeting – 9:00 a.m., April 15, 2021**
PLACE: Florida Municipal Power Agency
8553 Commodity Circle, Orlando, FL 32819
DIAL-IN: **DIAL-IN INFO 877-668-4493 or 650-479-3208**
Meeting Number 180 781 6973# – PASSWORD – 8553#
(If you have trouble connecting via phone or internet, call 407-355-7767)

AGENDA

Chairperson Barbara Quiñones, Presiding

- 1. Call to Order, Roll Call, Declaration of Quorum 4**
- 2. Recognition of Guests 5**
- 3. Public Comments (Individual public comments limited to 3 minutes) 6**
- 4. Set Agenda (by vote) 7**
- 5. Report from the General Manager (Jacob Williams) 9**
- 6. Sunshine Law Update (Dan O’Hagan) 18**
- 7. Consent Agenda**
 - a. Approval of the Minutes for the Meeting Held March 18, 2021 23**
 - b. Approval of the Projects’ Preliminary Financials as of February 28, 2021 ... 28**
 - c. Approval of the Treasury Reports as of February 28, 2021 30**

8. Action Items
a. Approval of the Lineworker Safety Program (Mike McCleary) 34

9. Information Items
a. Solar Project Update * (Susan Schumann) 64
b. Estimated Impact of CLEAN Future Act Draft Legislation * (Jacob Williams) 72
c. Debt and Rate Strategy for St. Lucie Project (Jason Wolfe) 85
d. Summary of Finance Committee Items * (Linda S. Howard) 95

10. Member Comments 97

11. Adjournment 98

***Also on the Executive Committee agenda.**

JW/su

NOTE: One or more participants in the above referenced public meeting may participate by telephone. At the above location there will be a speaker telephone so that any interested person can attend this public meeting and be fully informed of the discussions taking place either in person or by telephone communication. 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 (888) 774-7606, at least two (2) business days in advance to make appropriate arrangements.

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

**Board of Directors Meeting
April 15, 2021**

**AGENDA ITEM 2 – RECOGNITION OF
GUESTS**

**Board of Directors Meeting
April 15, 2021**

**AGENDA ITEM 3 – PUBLIC
COMMENTS (Individual Public
Comments Limited to 3 Minutes)**

**Board of Directors Meeting
April 15, 2021**

**AGENDA ITEM 4 – SET AGENDA (By
Vote)**

**Board of Directors Meeting
April 15, 2021**

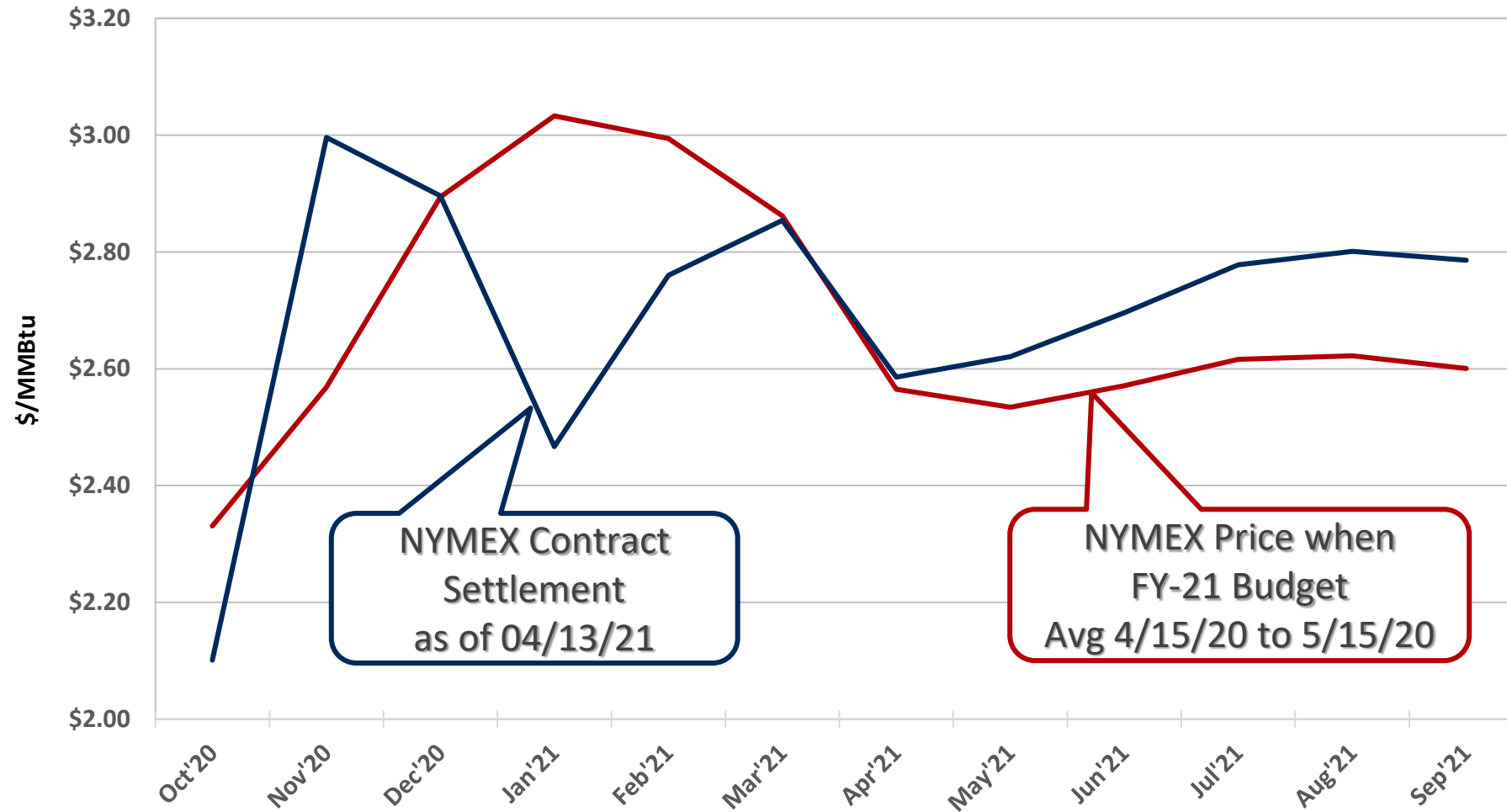
**AGENDA ITEM 5 – REPORT FROM
THE GENERAL MANAGER**

**Board of Directors Meeting
April 15, 2021**

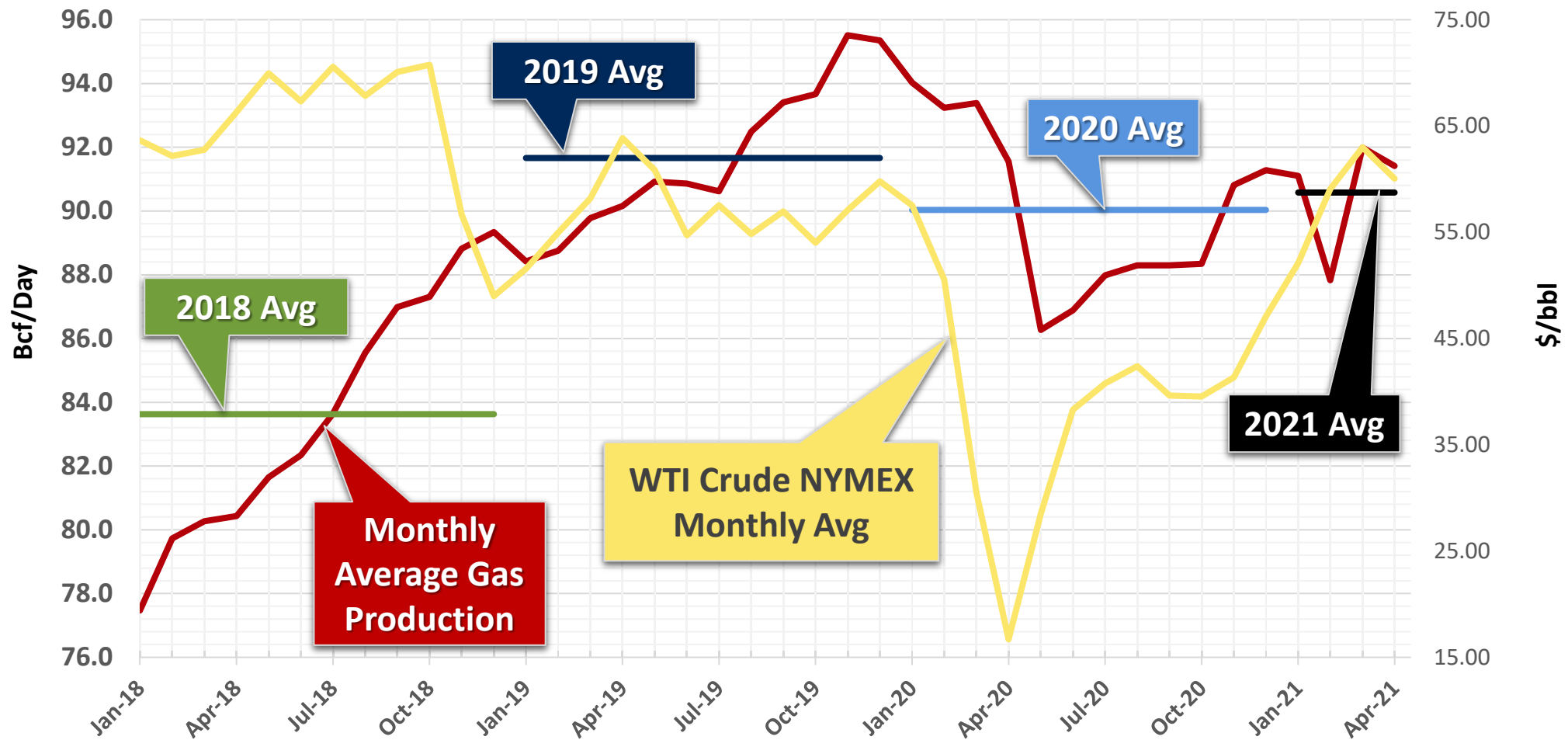
Fiscal 2021 Management Goals through March 31, 2021

Goal	Status	Actual	YTD Actual	YTD Target	FY'21 Target	Comment
1.Safety	Lost-time Accidents	0	1	0	0	No lost time accidents in March.
	OSHA Recordables	0	1	0	0	
2.Compliance	Environmental	0	0	0	0	SERC validated PRC-005 self-report as a compliance item, no fines expected. Continuing discussions with DEP on potable water testing issue at Cane Island
	Financial	0	0	0	0	
	Regulatory	0	0	0	0	
3.Low Cost (\$/MWh)	Under \$70/MWh	\$68.66 *	\$71.45 *	\$75.59	< \$70.00	* Estimates for March 2021. YTD March 2021 MWh sales 2.7% > budget. All-in Costs \$4/MWh, (5.8%) < YTD target due to O&M (9%), assigned project costs (10%), admin & general (10%) and net fuel costs (3%) < target.
	Fuel	\$21.72 *	\$21.44 *	\$22.22	\$22.19	
	Non-Fuel	\$46.94 *	\$50.01 *	\$53.37	\$47.81	
4.Stanton I and Stanton II Decision from OUC to reduce power costs and emissions						OUC intends to present to EC in May. Significant progress made on nat gas mgmnt & future FOM items. Water evap remains key outstanding issue. Page 9 of 98

FY 2021 NYMEX Contract \$0.01/MMBtu above Budget

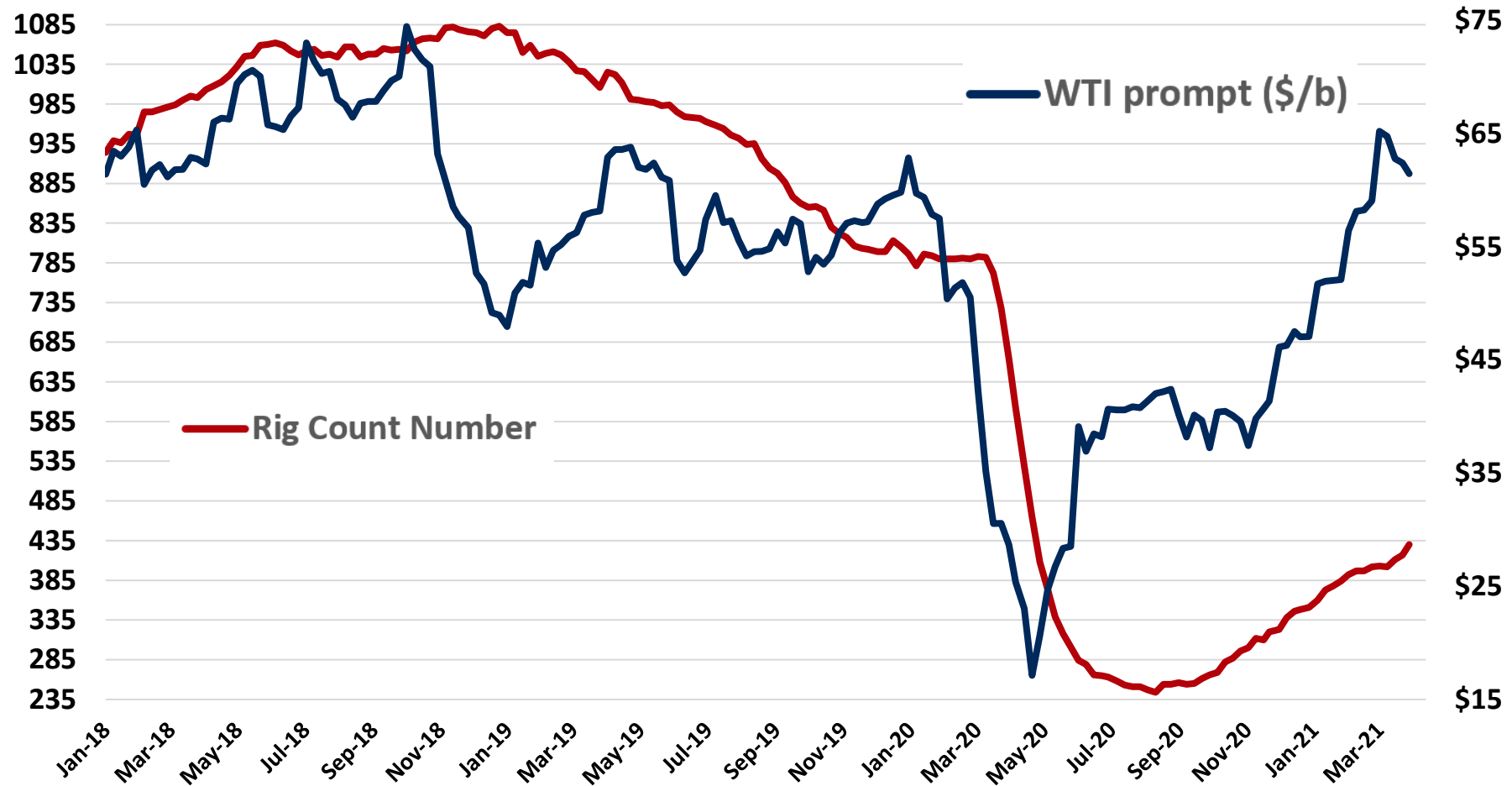


Natural Gas Production Following Changes in Oil Prices

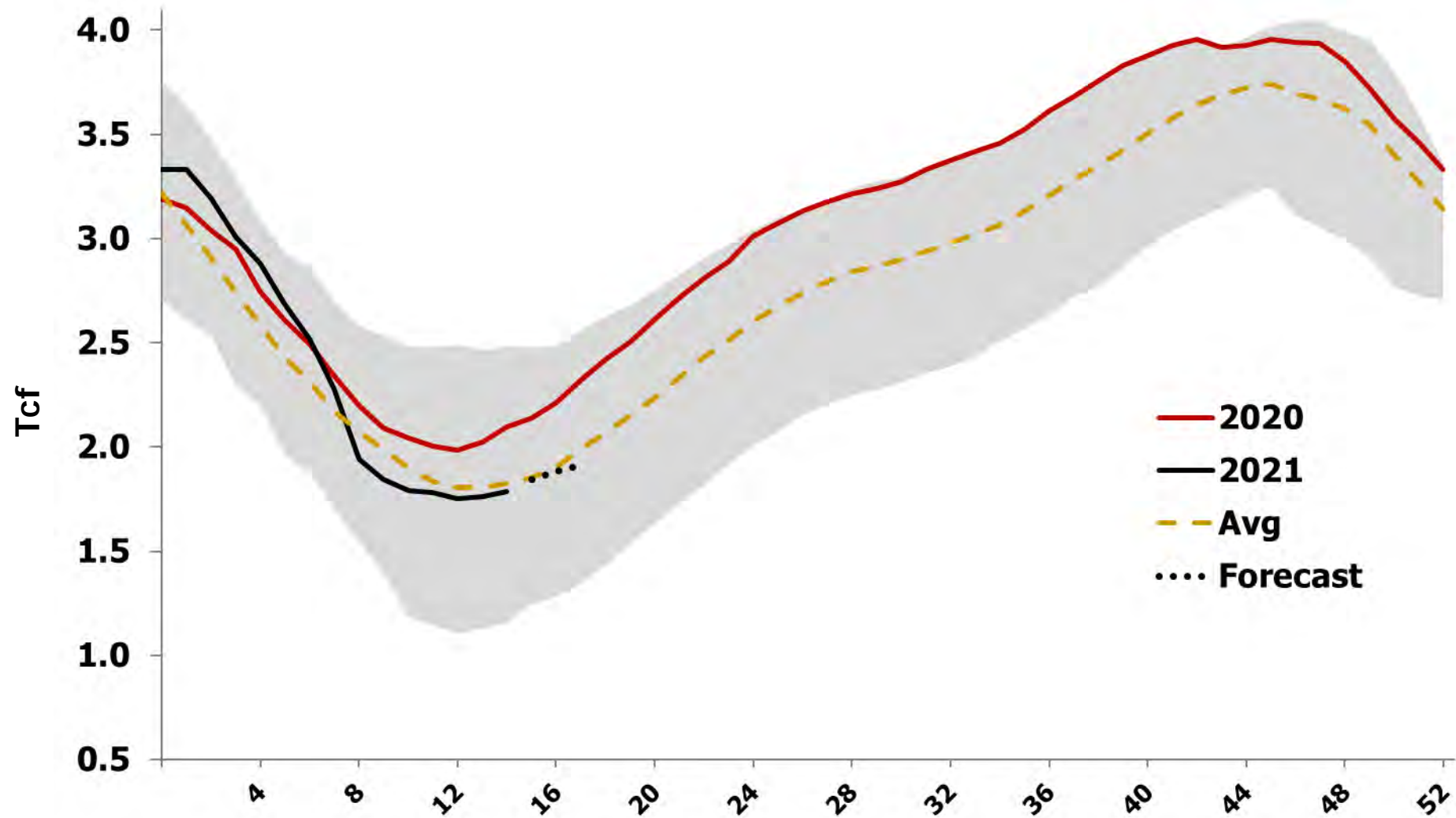


Drilling Rig Count Continues to Increase, Oil Prices Move Lower

US Drilling Rig Count vs WTI Prompt



Gas Storage Inventory as of Week Ending April 2nd



Roughly 35% of FMPA Annual Natural Gas Burn bought for FY21

Value vs. Budget

- December purchase of 15,000 MMBtu/d for January, February, & March
- Locked in ~35% of annual burn at a weighted average cost of gas of \$2.55/MMBtu
- The fixed price purchases are roughly \$(0.212)/MMBtu lower than budget
- The extended fixed price value is roughly \$2.63 million below budget**
- FGU continues to look for opportunities to secure pricing well below budget up to the 50% maximum fixed pricing directive.

Value vs. Market

Month	Purchase WACOG (\$/MMBtu)	FGT Zn3 Market Pricing as of 04/13/2021 (\$/MMBtu)	\$ Value or (lost opportunity) vs. Current Market (\$/MMBtu)	Extended Value or (lost opportunity) vs. Current Market
Oct-20	\$1.81	\$2.28	\$0.46	\$467,838
Nov-20	\$2.24	\$2.96	\$0.72	\$921,174
Dec-20	\$2.72	\$2.88	\$0.16	\$213,564
Jan-21	\$2.79	\$2.46	-\$0.33	-\$590,859
Feb-21	\$2.75	\$2.76	\$0.00	\$4,341
Mar-21	\$2.68	\$2.84	\$0.17	\$296,456
Apr-21	\$2.49	\$2.55	\$0.06	\$33,108
May-21	\$2.44	\$2.61	\$0.17	\$105,735
Jun-21	\$2.49	\$2.75	\$0.26	\$154,908
Jul-21	\$2.57	\$2.78	\$0.21	\$132,457
Aug-21	\$2.59	\$2.83	\$0.24	\$148,465
Sep-21	\$2.57	\$2.79	\$0.22	\$133,584

Total Extended Value vs. Current Market	\$2,020,772
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Goal	Status	Actual	YTD Actual	YTD Target	FY'21 Target	Comment
5.Cyber Security	Breaches	0	0	0	0	
	Phishing tests	7.2%	4.3%	5% or <	5% or <	Five people clicked on a fake link pretending to have been a missed Zoom call " You missed a Zoom meeting "
	Member assessments	2	2	1	5	Four assessments in progress
6.Reliability	CC EAF	84.9%	90.6%	86.6%	90%	Cane Island Units 3 & 4 were in scheduled outage for maintenance.
	SI black start and trans. backup	0	5	5	100%	
	SAIDI Reduction	1	4	5	10	Fort Meade reclosers
7.Member Services	Leadership member visits	6	46	37.5	75	
	Projects managed for members	4	11	10	20	Williston financial model, Wauchula mapping, Bartow Phase II TripSavers, Ft. Meade reclosers
8.Value of Muni	Member info updates	1	7	8	16	Alachua, Bartow, Chattahoochee, FPUA, GCS, Jacksonville Beach, Wauchula
	Presentations Social media	1	6	7	10	Bartow (sch. April/May), Chattahoochee, Lake Worth, Leesburg, Newberry, Starke, Wauchula

Goal	Status	Actual	YTD Actual	YTD Target	FY'21 Target	Comment	
9.Load Management	Dev. opportunities for 5 MW		0	0		5	April Workshop outlines phased implementation approach with low risk of cost shifts
10.Financing	Restructure debt		0	0	0	1	Set to execute by end of April
	Extend debt to include R&R funding		0	0	0	1	Set to execute by end of April
	Prepaid gas min. svgs. of \$0.20/mmBtu		0	0	0	1	Market providing options to consider
11.Transmission	Neg. service upgrade for LWB & Homestead						LWB Engineer work ongoing, HST in project development
12.People	360 training for Leadership & mgmt.		5	5	4.5	11	5 completed, 6 began in March
	Mgmt. outreach to diverse prof. groups		1	2	.5	3	Jacob - AABE membership Linda – NABA membership; contact at NSBE
	Individual development plans		21	50	50	50	Completed by March 31. Now follow-up on plans
	FMPA Fleet Team Sharing – Days		2	114	50	100	FMPA to Stock Island 2 days

VERBAL REPORT

AGENDA ITEM 6 – SUNSHINE LAW UPDATE

**Board of Directors Meeting
April 15, 2021**



Sunshine Law Update

Board of Directors

April 15, 2021

For every action, there is an equal and opposite reaction.

**“the general purpose of the [Sunshine Law] is... so that
Florida’s citizens can discover the actions of their
government.”**

**“[Sunshine Law] is the cornerstone
of our political culture.”**

**“any doubt...is to be resolved in
favor of disclosure.”**



The High Cost Of Sunshine: Public Records In Florida Can Cost More Than A Year's Salary

WLRN 91.3 FM | By [Jenny Staletovich](#)

Published March 29, 2021 at 6:00 AM EDT



LISTEN • 7:56

2021 Proposed Legislation

- SB 400 / HB 913: “After receiving a request to inspect or copy a record, 14 an agency may not respond to that request by filing an action 15 for declaratory relief against the requester to determine 16 whether the record is a public record as defined by s. 119.011, 17 or the status of the record as confidential or exempt from the 18 provisions of s. 119.07(1).”
- ~10 proposed exemptions for individual/specific agency records
- Future legislation on allowable fees for public records? Fee waivers for press, public interest groups?

**AGENDA ITEM 7 – CONSENT
AGENDA**

- a. Approval of the Minutes for the
Meeting Held March 18, 2021**

**Board of Directors Meeting
April 15, 2021**

CLERKS DULY NOTIFIEDMARCH 9, 2021
AGENDA PACKAGES POSTED.....MARCH 9, 2021

MINUTES
FMPA BOARD OF DIRECTORS MEETING
FLORIDA MUNICIPAL POWER AGENCY
8553 COMMODITY CIRCLE
ORLANDO, FL 32819
THURSDAY, MARCH 18, 2021
9:00 A.M.

MEMBERS PRESENT Brad Hiers, Bartow
Lynne Mila, Clewiston
Jan Bagnall, Fort Meade
John Tompeck, Fort Pierce
Bob Page, Green Cove Springs
Howard McKinnon, Havana
Barbara Quinones, Homestead
Allen Putnam, Jacksonville Beach
Lynne Tejeda, Key West
Larry Mattern, Kissimmee
Brad Chase, Leesburg (via telephone)
Steve Langley, Mount Dora (via telephone)
Bill Conrad, Newberry
Joe Bunch, New Smyrna Beach (via telephone)
Eric Weaver, Ocala
Claston Sunanon, Orlando
Keith Trace, St. Cloud (via telephone)
John Holman, Starke
Henry Gainer, Tallahassee (via telephone)
James Braddock, Wauchula

OTHERS PRESENT Paul Jakubczak, Fort Pierce
Karen Nelson, Jacksonville Beach
Nick Batty, Key West
Jim Williams, Leesburg
Craig Dunlap, Dunlap & Associates, Inc.

STAFF PRESENT Jacob Williams, General Manager and CEO
Jody Finklea, General Counsel and CLO
Ken Rutter, Chief Operating Officer
Linda S. Howard, Chief Financial Officer
Carol Chinn, Senior Advisor, Security & Regulatory Compliance (via telephone)
Mark McCain, Vice President of Member Services & Public Relations
Rich Popp, Treasurer and Risk Director
Sue Utley, Executive Asst. /Asst. Secy. to the Board

Mike McCleary, Manager of Member Services Development
Sharon Adams, Vice President of Human Resources & Shared Services
Truong Le, Manager of Regulatory Compliance
Cairo Vanegas, Manager of Member Services Development
Jason Wolfe, Financial Planning, Rates and Budget Director
Ryan Dumas, Public Relations Specialist
Melisa Inanc, Public Relations Specialist
Isabel Montoya, Information Technology Specialist

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

Chair Barbara Quiñones, Homestead, called the Board of Directors meeting to order at 9:00 a.m. on Thursday, March 18, 2021, in the Frederick M. Bryant Board Room at Florida Municipal Power Agency, 8553 Commodity Circle, Orlando, Florida. The roll was taken and a quorum was declared with 20 members present representing 33.5 votes out of a possible 47.5.

ITEM 2 – Recognition of Guests

Chair Barbara Quiñones welcomed Nick Batty from Keys Energy Services.

ITEM 3 – PUBLIC COMMENTS (Individual Public Comments Limited to 3 Minutes)

None

ITEM 4 – SET AGENDA (by vote)

MOTION: Allen Putnam, Jacksonville Beach, moved approval of the agenda as presented. John Tompeck, Fort Pierce, seconded the motion. Motion carried 33.5 – 0.

ITEM 5 – REPORT FROM THE GENERAL MANAGER

Jacob Williams reported on the following items:

1. Claston Sunanon, Orlando, congratulations on 15 years of being OUC's FMPA Director
2. Goals Scorecard
3. FMPA Weathering Arctic Blast well – Ken will update in EC
4. Multiple expenditure violations discovered over last month
 - a. Two 60-Month agreements well over authority – one monthly under but other monthly was over
 - b. Another expenditure broken up over a few invoices to stay under limit
 - c. More complete details to be provided as well as process improvements
 - d. Annual training occurs on these types of items by all with expenditure authority
 - e. Training to be enhanced and further point to these multi payment expenditures
5. FMPA Member Salary Survey is due Friday.

ITEM 6 – SUNSHINE LAW UPDATE

Jody Finklea reported that this week, March 14 to March 20, is Sunshine Week. The advantage of Government in the Sunshine is it gives more transparency and accountability and less complexity in handling information.

ITEM 7 – CONSENT AGENDA

- a. Approval of Minutes – Meeting Held February 18, 2021 and Joint Board of Directors and Executive Committee Strategic Planning Session Held February 17, 2021
- b. Approval of the Projects' Preliminary Financials as of January 31, 2021
- c. Approval of the Treasury Reports as of January 31, 2021

MOTION: Allen Putnam, Jacksonville Beach, moved approval of the Consent Agenda as presented. Howard McKinnon, Havana, seconded the motion. Motion carried 33.5 – 0.

ITEM 8 – ACTION ITEMS

- a. Approval of Human Resources Risk Policy

MOTION: Allen Putnam, Jacksonville Beach, moved approval of Human Resources Risk Policy. Larry Mattern, Kissimmee, seconded the motion. Motion carried 33.5 – 0.

ITEM 9 – INFORMATION ITEMS

a. Lineworker Safety Program

Mike McCleary presented information on the new Lineworker Safety Program set to begin July 1, 2021.

b. Strategic Planning Prioritization and Next Steps

Jacob Williams presented the Strategic Planning prioritization and next steps.

c. Regulatory Compliance Quarterly Update

Truong Le reported on the Regulatory Compliance quarterly update.

d. Summary of Finance Committee Items

Linda S. Howard reported on the items to be coming to the Board for approval from the previous day's Finance Committee.

ITEM 10 – MEMBER COMMENTS

Eric Weaver, Ocala, reported that in the upcoming APPA Engineering & Operations conference there will be a presentation on battery storage for anyone who might be interested.

James Braddock said Senator Joe Manchin of West Virginia is going to be a key in the climate and energy discussions as he is from West Virginia and considered a moderate. Jacob Williams said APPA is focusing on balancing the reduction of CO2 with costs and that the utility leadership around the country says that having zero carbon footprint by 2035 is too aggressive to be at net-zero emissions for the electric sector.

Barbara Quiñones, Homestead, thanked Billy Branch of Homestead for his work with the Member Services Advisory Committee and Subcommittee on the Lineworker Safety Training services.

Joe Bunch, New Smyrna Beach, asked for talking points for his upcoming meetings with the Rating Agencies about whether or not the Arctic Blast event in Texas could happen in Florida. He encouraged the members to all give a consistent answer on this topic.

ITEM 11 – ADJOURNMENT

There being no further business, the meeting was adjourned at 10:57 a.m.

Barbara Quiñones
Chairperson, Board of Directors

Larry Mattern
Secretary

Approved: _____

Seal

BQ/LM/su

**AGENDA ITEM 7 – CONSENT
AGENDA**

- b. Approval of the Projects'
Preliminary Financials as of
February 28, 2021**

**Board of Directors Meeting
April 15, 2021**

AGENDA PACKAGE MEMORANDUM

TO: FMPA Board of Directors
FROM: Linda Howard
DATE: April 13, 2021
ITEM: 7b – Approval of Projects’ Financials as of February 28, 2021

Discussion: The summary financial statements and detailed financial statements, which include GASB #62 transactions, of the Projects for the period ended February 28, 2021 are posted on the Document Portal section of FMPA’s website.

Recommended: Move approval of the Preliminary Projects’ Financial Reports for the month ended February 28, 2021.

LH/GF

**AGENDA ITEM 7 – CONSENT
AGENDA**

- c. Approval of the Treasury Reports
as of February 28, 2021**

**Board of Directors Meeting
April 15, 2021**

AGENDA PACKAGE MEMORANDUM

TO: FMPA Board of Directors
FROM: Gloria Reyes
DATE: April 6, 2021
ITEM: BOD 7(c) – Approval of Treasury Reports as of February 28, 2021

Introduction This agenda item is a quick summary update of the Treasury Department’s functions.

The Treasury Department reports for February are posted in the member portal section of FMPA’s website.

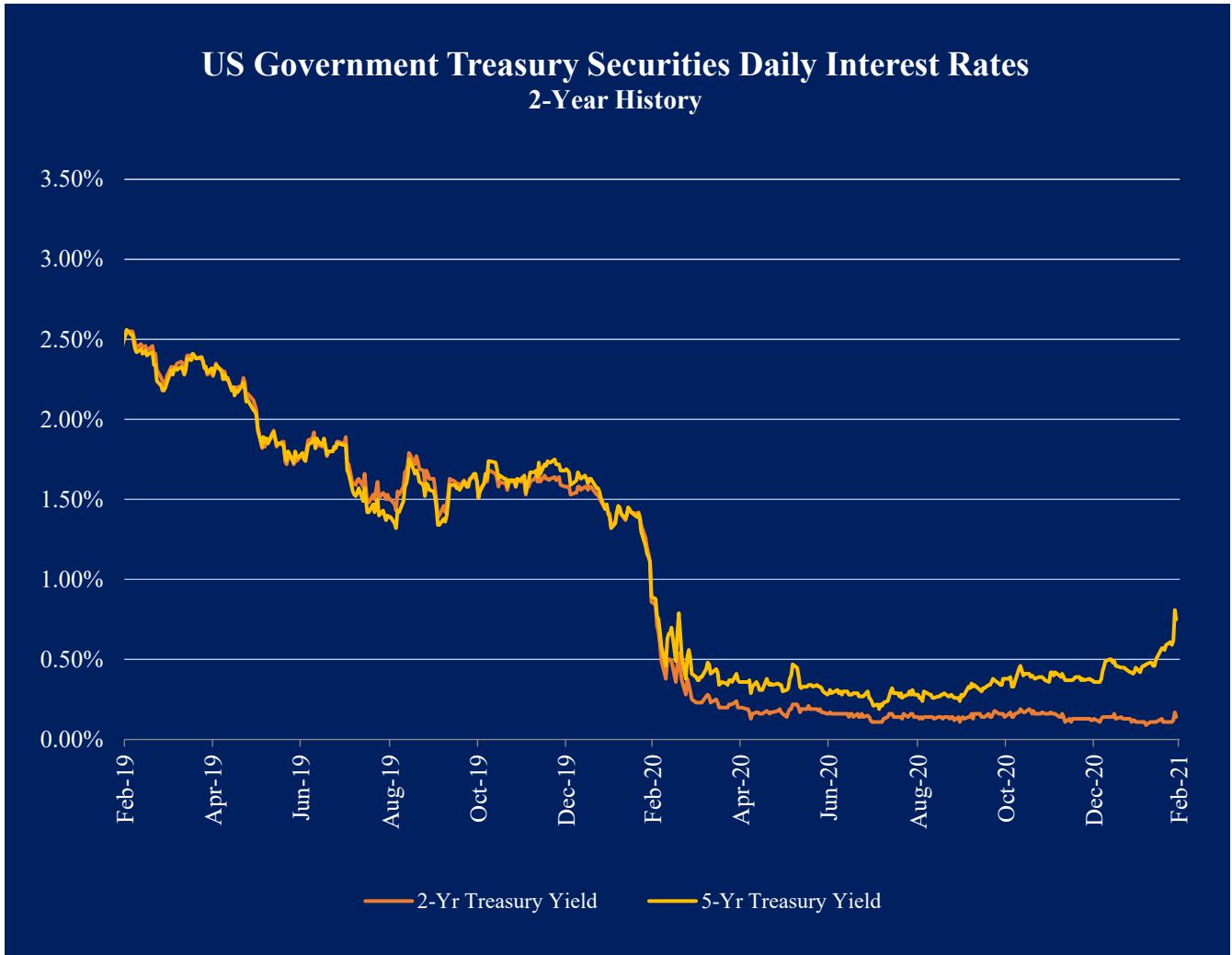
Debt Discussion Below is a summary of the total debt outstanding and the percentage of debt that was fixed, variable or synthetically fixed with interest rate swaps as of February 28, 2021.

	Total debt Outstanding	Fixed Rate	Variable Rate	Synthetically Fixed
Agency	0.00	0%	0%	0%
St Lucie	93,815,000	100%	0%	0%
Stanton	0.00	0%	0%	0%
Stanton II	100,993,350	100%	0%	0%
Tri City	0.00	0%	0%	0%

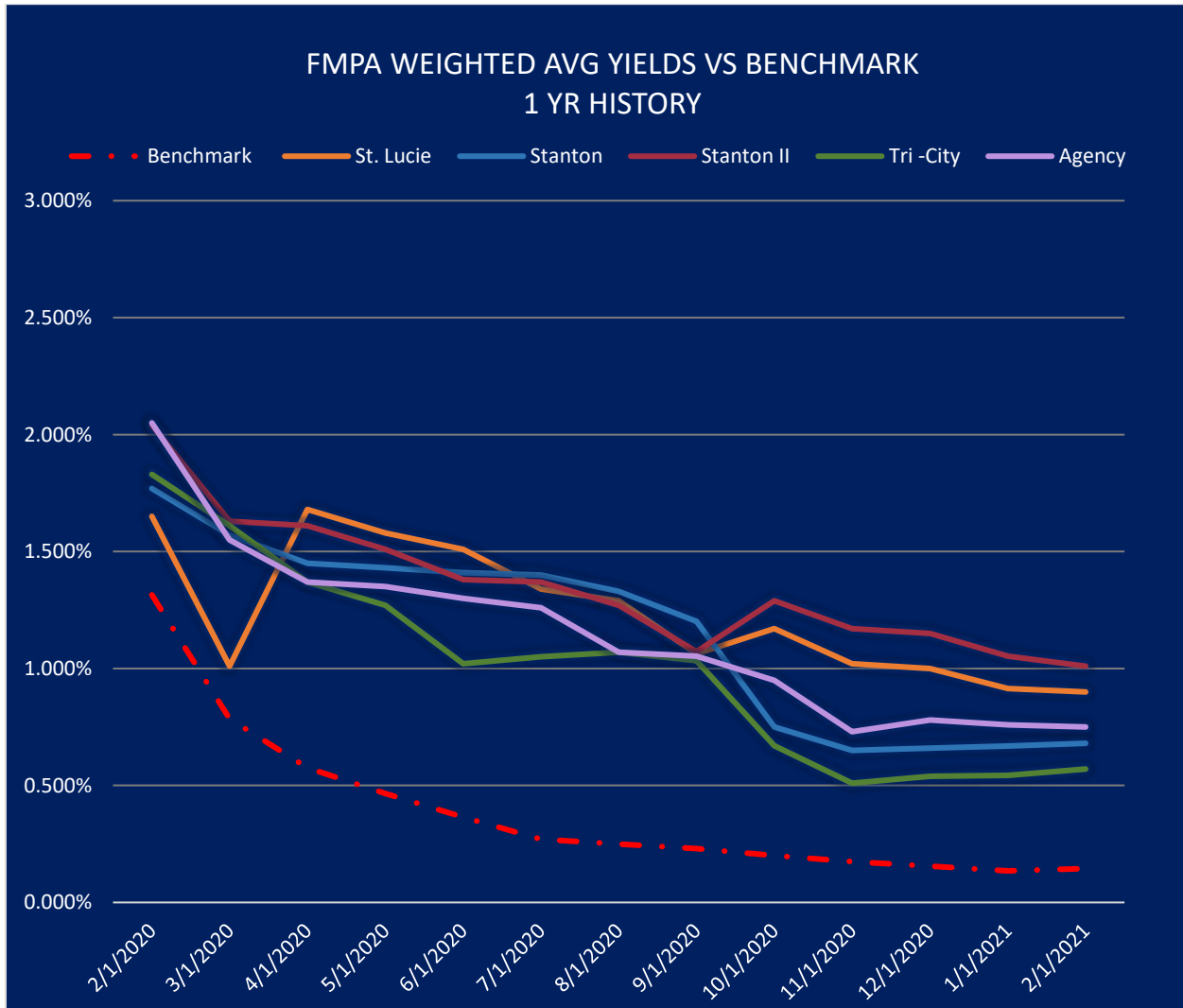
**Investment
Discussion**

The investments in the Projects are comprised of debt from the government-sponsored enterprises such as the Federal Farm Credit Bank, Federal Home Loan Bank, Federal Home Loan Mortgage Corporation (Freddie Mac), and Federal National Mortgage Association (Fannie Mae), as well as investments in U.S. Treasuries, Certificates of Deposits, Commercial Paper, Municipal Bonds, Corporate Notes, Local Government Investment Pools and Money Market Mutual Funds.

Below is a graph of daily US Treasury yields for the past 2 years. The orange line is the 2-year Treasury which closed the month of February at .14%. The yellow line is the 5-year Treasury which was .75%.



The weighted average yields on investments earned as of February 28, 2021 in the Projects, along with their benchmark (Average of Florida Prime Fund and 2-year treasury), are as follows:



Recommended Motion

Move approval of the Treasury Reports for February 28, 2021.

AGENDA ITEM 8 – ACTION ITEMS

- a. Approval of Lineworker Safety Program**

**Board of Directors Meeting
April 15, 2021**



8a – Approval of Lineworker Safety Program

FMIPA Board of Directors

April 15, 2021

Seeking Approval for New Lineworker Safety Program

Summary: High Quality, Lower Price and More Participation

- Safety a core value in our industry, so it's critical to provide a high-quality Lineworker safety program affordable for municipals of all sizes
- FMMPA has offered Lineworker Safety Program since 2008
- An FMMPA member exercised its option to withdrawal from the existing program because monthly safety meetings not delivering value
- Consensus of FMMPA safety participants was to explore options
- Today, seeking approval of agreements for a new safety program that offers high quality at a lower price, resulting in increased participation

Recommend TVPPA as Safety Provider Effective July 1

TVPPA Also Offers Craft and Management Training Programs

Safety Meetings

- FMPPA members that subscribe get 10 safety meetings per year at their utility's location
- Optional services: Incident reviews, and safety program assessments
- Alternate pricing structures available for utilities wanting fewer than 10 safety meetings per year

Training Programs

- Don't have to be in Safety Program to access TVPPA training programs
- FMPPA to pay TVPPA's membership dues, giving FMPPA's members access to programs at TVPPA's member-discounted price
- Lineworker training offered at two locations in Florida
- Other craft apprenticeships and management programs available

TVPPA Experienced at Providing Safety Meetings

50+ Contract Trainers Make Program Cost Effective, Scalable

About TVPPA

- Currently provides ~75-100 safety meeting per month to municipals and joint action agencies
- Experienced with municipals of various sizes, ranging from ~1,000 meters to ~400,000 meters
- 50+ contract trainers, subject-matter experts with municipal experience

About Safety Meetings

- Municipal selects day, time to meet
- Typical meetings 60-90 minutes and can be extended for longer topics
- OSHA-based and can be expanded based on unique needs of municipal
- Programs can have corresponding written training material, if desired
- Utility can invite other city staff

Some Examples of Safety Topics Provided by TVPPA

FMPPA Members Can Choose Topics That Fit Their Needs

- Accident Investigation
- Emergency Response
- Back Safety
- APPA Safety Manual Update
- Heat Illness
- Bloodborne Pathogen
- Fire Extinguisher
- Emergency Action Plan & Disaster Plan
- CPR
- Cell Phone Usage
- Chain Saw and Hand & Power Tool Safety
- Confined Spaces
- Dog Safety
- Pole Top Rescue
- Drug and Alcohol Awareness
- Distracted Driving
- Ergonomics
- Summer Hazards
- Heat Exposure
- Forklift
- Gambling with Personal Protective Equipment
- General Safety
- Lock Out/Tag Out
- Job Briefing
- Hazard Communication
- Grounding
- Bucket Rescue
- Power Line Awareness
- PPE & Noise
- Pulling and Setting Meters
- Annual Compliance Certification
- Rubber Gloves Inspection
- Sling Rigging and Sling Safety
- Slips, Trips, Falls and Ladders
- Tagging URD Cables & Safety
- Traffic Channelization, Flagging and Traffic Vests
- Trenching and Excavations
- Truck Inspection
- Workplace Violence and Active Shooter

Not an all-inclusive list. TVPPA welcomes suggestions for other safety topics.

TVPPA Also Offers Craft and Management Training

All Programs Available at TVPPA-Member Discounted Price

Craft Programs

- Lineworker Apprenticeship
- Advanced Lineworker
- Substation Maintenance
- Advanced Substation Maintenance
- Electrical Metering
- Protective Relaying

Certification Programs

- Public Power Executive
- Utility Accountant
- Safety Coordinator
- Distribution System Operator
- Foreman Academy
- Powerline Design and Staking
- Many more!

<https://www.tvppa.com/training/>

Recommended Cost-Allocation for Safety Program

Agency, Fixed and Variable Components with Participant Cap

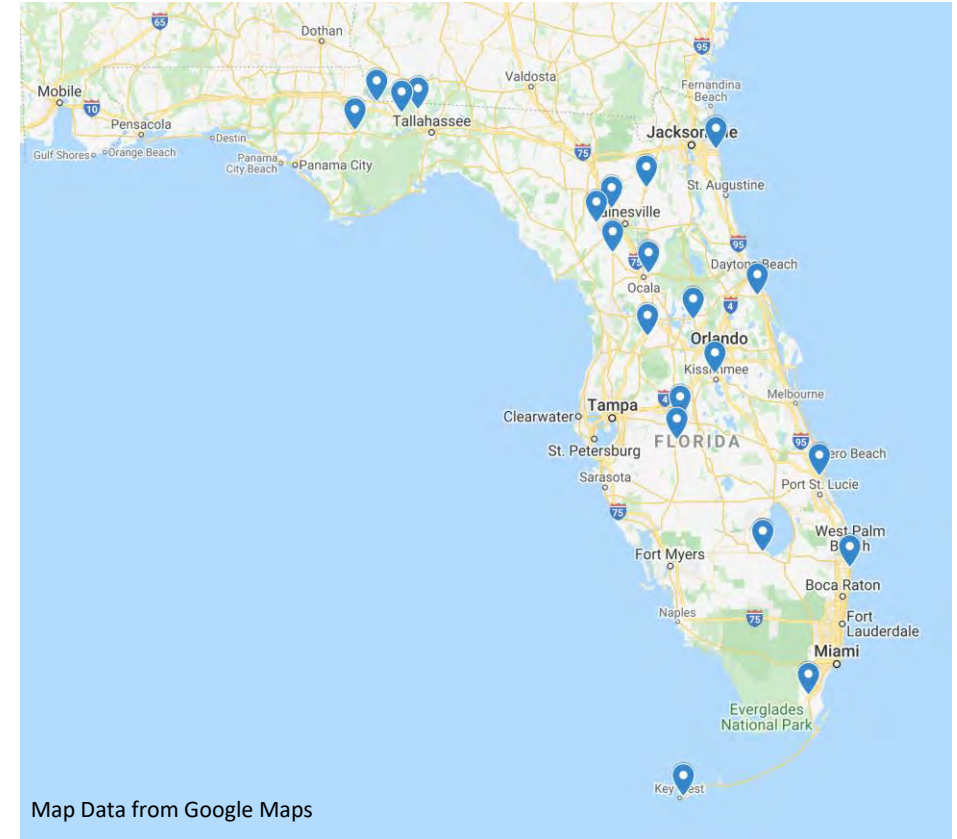
Component	Description
FMPA Contribution	<p>\$125,000 from FMPA's Agency Budget to pay program expenses</p> <ul style="list-style-type: none"> • Pay TVPPA membership dues for FMPA, each safety participant and any other FMPA member that uses TVPPA services • Balance to reduce program expenses
Fixed-Cost 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)

Five More Cities Expected to Join Safety Program

22 Cities Provided Non-Binding Commitment to Participate

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



* New cities to the program that expressed a non-binding commitment to participate

New Lineworker Safety Program Costs Less

Cost-Allocation Makes Program Affordable for Cities of All Sizes

Utility	Line Staff	12-Month Cost ¹	Savings	Utility	Line Staff	12-Month Cost ¹	Savings
Alachua	10	\$10,507.04	15%	Key West	24	\$15,000.00	47%
Bartow	20	\$15,000.00	36%	Kissimmee	53	\$15,000.00	75%
Blountstown	4	\$4,802.82	16%	Lake Worth Beach	24	\$15,000.00	NA
Bushnell	6	\$6,704.22	15%	Moore Haven	2	\$2,901.41	-3%
Chattahoochee	4	\$4,802.82	16%	Mount Dora	9	\$9,556.34	15%
Clewiston	6	\$6,704.22	15%	New Smyrna Beach	24	\$15,000.00	NA
Fort Meade	4	\$4,802.82	NA	Newberry	5	\$5,753.52	15%
Fort Pierce	24	\$15,000.00	NA	Ocala	48	\$15,000.00	73%
Havana	3	\$3,852.11	16%	Quincy	8	\$8,605.63	15%
Homestead	17	\$15,000.00	26%	Starke	7	\$7,654.93	15%
Jacksonville Beach	27	\$15,000.00	52%	Williston	3	\$3,852.11	NA

Recommendation Supported by FMPA Committees

Thank You to Many Members Who Worked on This Effort

Member Services Advisory Committee

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

MSAC Training and Safety Subcommittee

- Billy Branch, Homestead, Chair
- Paul Jakubczak, Fort Pierce
- Lamar Whitaker, Jacksonville Beach
- Donnie Yarborough, Key West
- Jason Terry, Kissimmee
- Steve Langley, Mount Dora
- Dan Sollitto, New Smyrna Beach
- David Sykes, Newberry
- Glen Moehling, Ocala

High Quality, Lower Price and Increased Participation

New Safety Program Would Take Effect July 1, 2021

- Seeking Board approval for two agreements to implement Lineworker Safety Program with TVPPA
- New safety program offers high quality at a lower price, resulting in increased participation from FMPA members
- This proposal provides a quality safety program that is affordable for members of all sizes
- All FMPA members benefit from lower prices on the TVPPA training programs

Date	Action
April 2021	FMPA Board of Directors considers approval of the agreements
May 2021	FMPA members sign participation agreements for Lineworker Safety Program
July 1, 2021	TVPPA contract begins

Recommended Motion

- Move approval of the FMMPA contribution and cost allocation methodology for the Lineworker Safety Program and the two agreements (see attachments in agenda package) to implement the Lineworker Safety Program with TVPPA effective July 1, 2021, and authorize FMMPA to sign the same:
 - Lineworker Safety Program and other Support Services Agreement between FMMPA and TVPPA
 - Lineworker Safety Program Participation Agreement between FMMPA and FMMPA members that choose to participate in Lineworker Safety Program

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, P.O. Box 6189 Attn: Caleb Hall Chattanooga, TN 37401, 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 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.

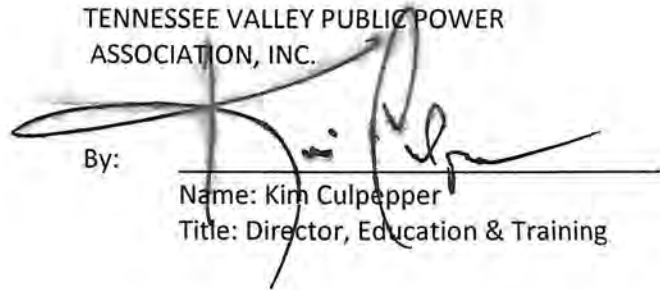
[Signature Page Follows]

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: Kim Culpepper
Title: Director, Education & Training

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	Cost for Partial Fiscal 2021 ¹	Costs for Full Fiscal 2022 ²	Total Cost for Initial Term ³
Alachua	10	\$3,164.14	\$10,547.13	\$ 13,711.27
Bartow ⁴	20	\$4,500.00	\$15,000.00	\$ 19,500.00
Blountstown	4	\$1,404.12	\$4,680.39	\$6,084.51
Bushnell	6	\$1,990.79	\$6,635.97	\$8,626.76
Chattahoochee	4	\$1,404.12	\$4,680.39	\$6,084.51
Clewiston	6	\$1,990.79	\$6,635.97	\$8,626.76
Fort Meade	4	\$1,404.12	\$4,680.39	\$6,084.51
Fort Pierce ⁴	24	\$4,500.00	\$15,000.00	\$19,500.00
Havana	3	\$1,110.78	\$3,702.60	\$4,813.38
Homestead Energy Services ⁴	17	\$4,500.00	\$15,000.00	\$19,500.00
Jacksonville Beaches Energy Services ⁴	27	\$4,500.00	\$15,000.00	\$19,500.00
Keys Energy Services ⁴	24	\$4,500.00	\$15,000.00	\$19,500.00
Kissimmee Utility Authority ⁴	53	\$4,500.00	\$15,000.00	\$19,500.00
Lake Worth Beach ⁴	24	\$4,500.00	\$15,000.00	\$19,500.00
Moore Haven	2	\$817.44	\$2,724.81	\$3,542.25
Mount Dora	9	\$2,870.80	\$9,569.34	\$12,440.14
New Smyrna Beach ⁴	20	\$4,500.00	\$15,000.00	\$19,500.00
Newberry	5	\$1,697.45	\$5,658.18	\$7,355.63
Ocala ⁴	48	\$4,500.00	\$15,000.00	\$19,500.00
Quincy	8	\$2,577.46	\$8,591.55	\$11,169.01
Starke	7	\$2,284.13	\$7,613.76	\$9,897.89
Williston	3	\$1,110.78	\$3,702.60	\$4,813.38

Notes:

- ¹ Cost for three safety meetings from July 2021 through September 2021.
- ² Cost for 10 safety meetings from October 2021 through September 2022.
- ³ Total costs for 13 safety meeting during the Initial Term from July 2021 through September 2022. Costs are calculated based on \$1,000 + (\$1,271.13 x the number of enrolled lineworkers), rounded to the nearest whole dollar. For each subsequent Renewal Term, cost allocation will be based upon 10 safety meetings during a 12-month term.
- ⁴ Participants with greater than 14 enrolled lineworkers are capped at an enrolled lineworker equivalent of 14.554018.

**AGENDA ITEM 9 – INFORMATION
ITEMS**

a. Solar Projects Update

**Board of Directors Meeting
April 15, 2021**



Solar Project Update

BOD 9a / EC 9a

Board of Directors & Executive Committee

April 15, 2021

FMSP Phase I

Operations and Development on Target

- Harmony and Taylor Creek production thru March 2021
 - 273,000 megawatt hours with 74,000 MWh for ARP project participants
- Poinsett Development - June 2023 COD
 - LGIA negotiation in progress with Duke Energy Florida
 - All permits received, extended and renewed thru 2025

FMSP Phase II

Rice Creek Development

- Rice Creek (Putnam County)
 - Permitting
 - Site studies for permitting/zoning support completed in January 2021
 - Scheduling pre-application meeting with Putnam County (pending)
 - Permitting expected to be complete in February 2022
 - Interconnection (FPL)
 - Feasibility study and system impact study complete
 - Next steps
 - Submission of transmission service requests – May
 - Facilities study – July
 - Interconnection agreement – November

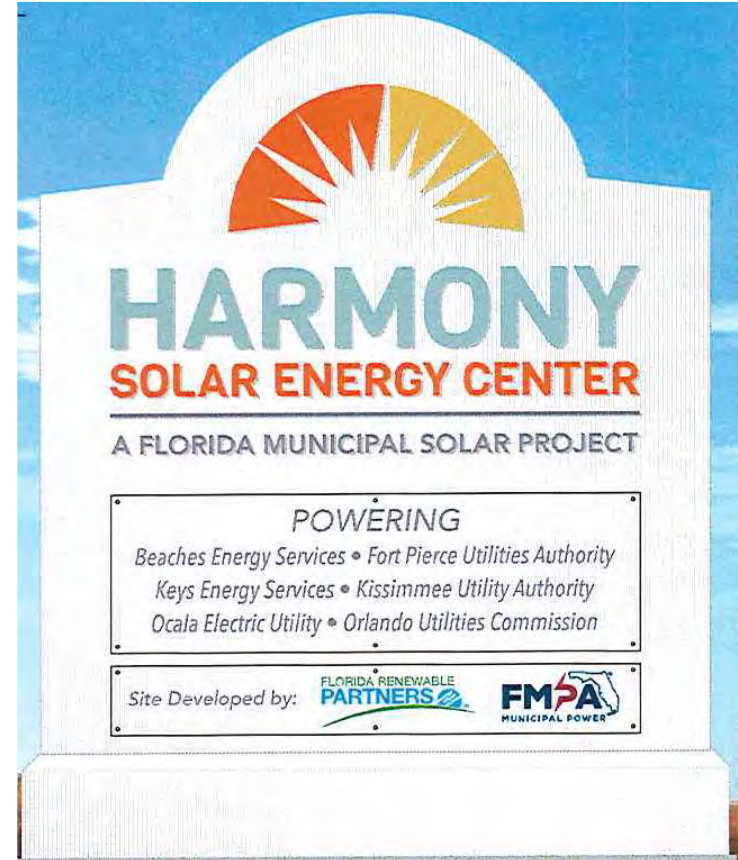
FMSP Phase II (cont.)

Whistling Duck Network Upgrades Require Financing

- Whistling Duck (Alachua County)
 - Permitting
 - Site studies for permitting/zoning – June 2021
 - Start of permitting – July 2021
 - Permitting expected to be complete – November 2022
 - Interconnection (DEF)
 - Feasibility study, system impact study and facilities study complete
 - Network upgrades required (~\$17M refundable over time)
 - Working with Origis and DEF to minimize financial impact to existing contract terms vs. pursuing alternate site
 - Need approval from all participants / EC / Board of Directors
 - Quick turn-around needed to remain on schedule
 - Options for discussion
 - Origis finances with impact to PPA price?
 - Pooled loan?
 - Finance through ARP? (Simpler and lower cost. Requires agreement with Solar II)

FMPA Team – Working on Solar Activities

- Phase I and Phase II committee meetings
 - General update
 - Establish Phase II chairs and charters
 - Phase II Whistling Duck discussion (asap)
- Site signage
- One-year anniversary and site tour
- Renewable energy credits
- Energy monitoring website development



Solar Energy Monitoring Website

Provides Near Real-Time Generation with Participants' Share

- Scheduled to launch April 22 (Earth Day)
- FMSP solar generation with participant shares
- Near real-time and historical data with environmental benefits



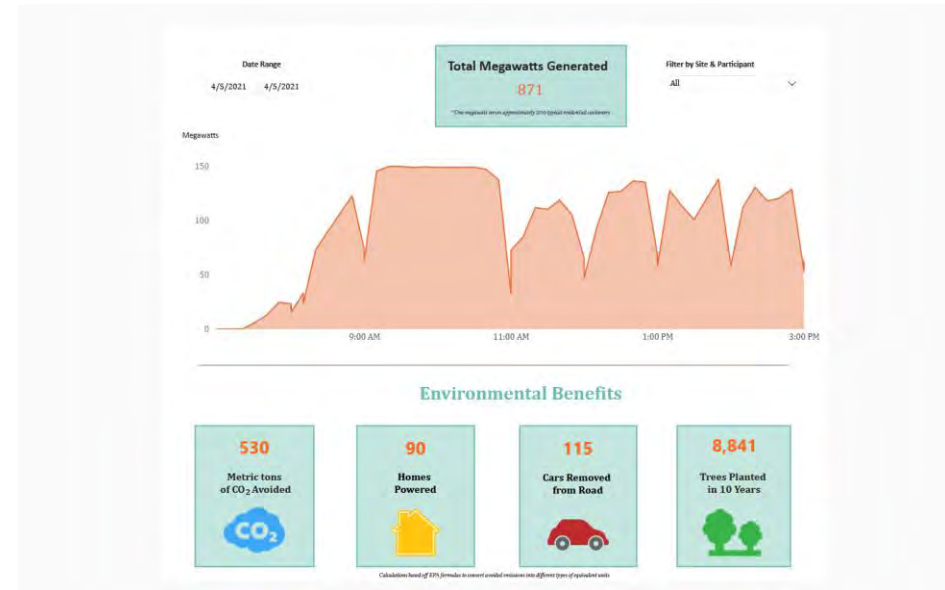
FLORIDA MUNICIPAL SOLAR PROJECT
Providing clean, emission-free energy to 16 Florida cities

Providing Affordable, Solar Energy

The Florida Municipal Solar Project is a partnership between the Florida Municipal Power Agency and 16 public power utilities. The first two solar sites came online in June 2020. Three additional solar farms will begin operations in 2023. When complete, the project will be one of the largest municipal-backed solar projects in the country, providing nearly 375 megawatts of clean, emission-free energy.

PROJECT PARTICIPANTS

- Alachua
- Bartow
- Fort Pierce
- Havana
- Homestead
- Jacksonville Beach
- Key West
- Kissimmee
- Lake Worth
- Mount Dora
- New Smyrna Beach
- Newberry
- Ocala
- Orlando
- Wauchula
- Winter Park



Members Expressing Interest in Even More Solar

FMPA Considering Developing Phase III

MEMBER INTEREST

Survey members to understand solar needs

2021

RFP PROCESS

- Utility-scale solar
 - Storage
- Member commitments

2022

COD

Additional sites would begin commercial operations

2025-2026

**AGENDA ITEM 9 – INFORMATION
ITEMS**

**b. Estimated Impact of CLEAN Future
Act Draft Legislation**

**Board of Directors Meeting
April 15, 2021**



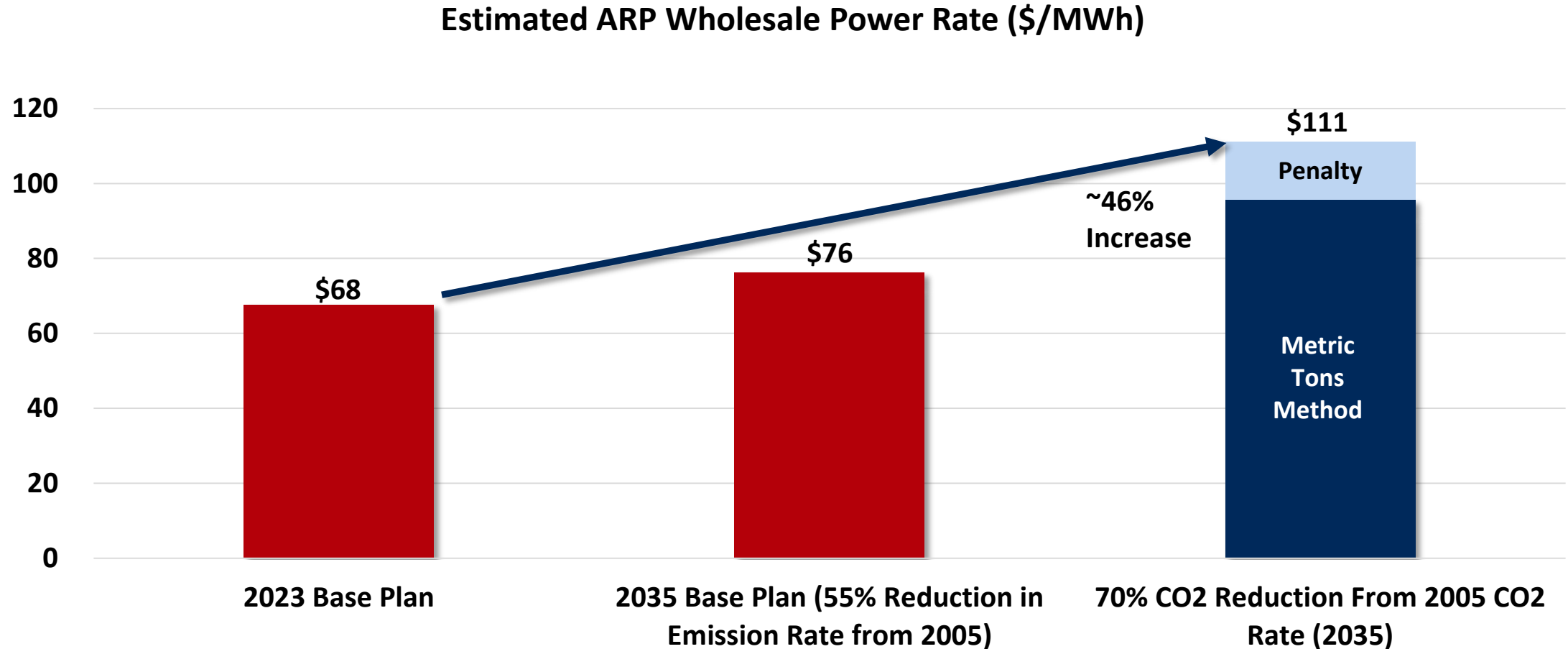
BOD 9b EC 9c – Estimated Impact of CLEAN Future Act Draft Legislation

April 15, 2021

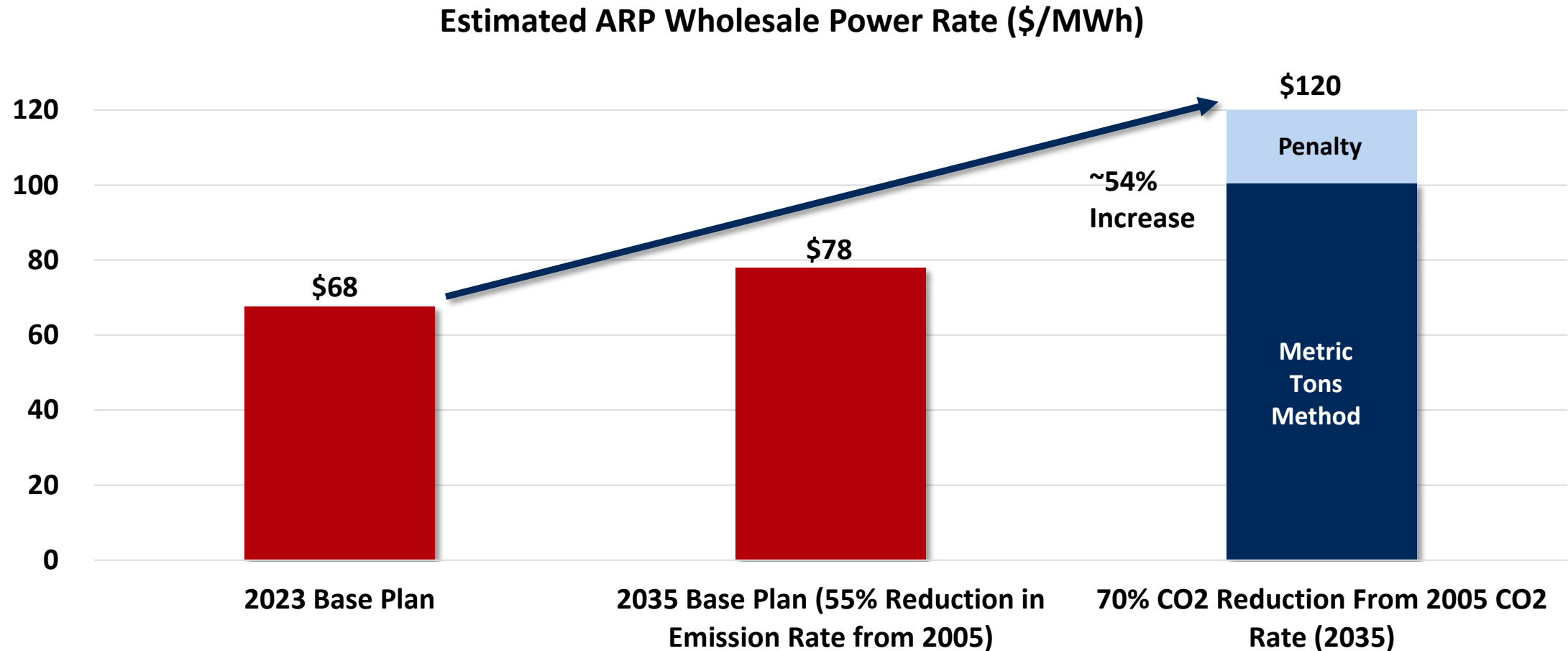
CLEAN Futures Increase Cost ~30-80% vs. Base by 2035

- Proposed CLEAN Futures Act sets Clean Electricity Standard of 80% by 2030 and 100% by 2035, with Alternative Compliance Payments (ACP) for non-compliance ending 2040
- ACP set at \$40/Mton* of CO2 in 2023 (~\$10/MWh to gas generation costs), escalating to \$70-90/Mton by 2035 depending on inflation
- ARP could achieve 70% CO2 reduction vs. 2005 rates with significant ACP purchases for the remainder in 2035. ARP costs would increase ~30%-80% above base case as a function of:
 - Adding ~1,200 MW of solar to generate majority of daily energy
 - Retaining gas capacity as backup for reliability, operating very inefficiently and increased transmission
- Post 2040, with no ACP available, cost would increase by 200%-300% from 2023 levels in order to achieve net-zero emissions
- Numerous uncertainties in Act need clarification and could have significant impacts
- ~1,000-page legislation – much detail to review

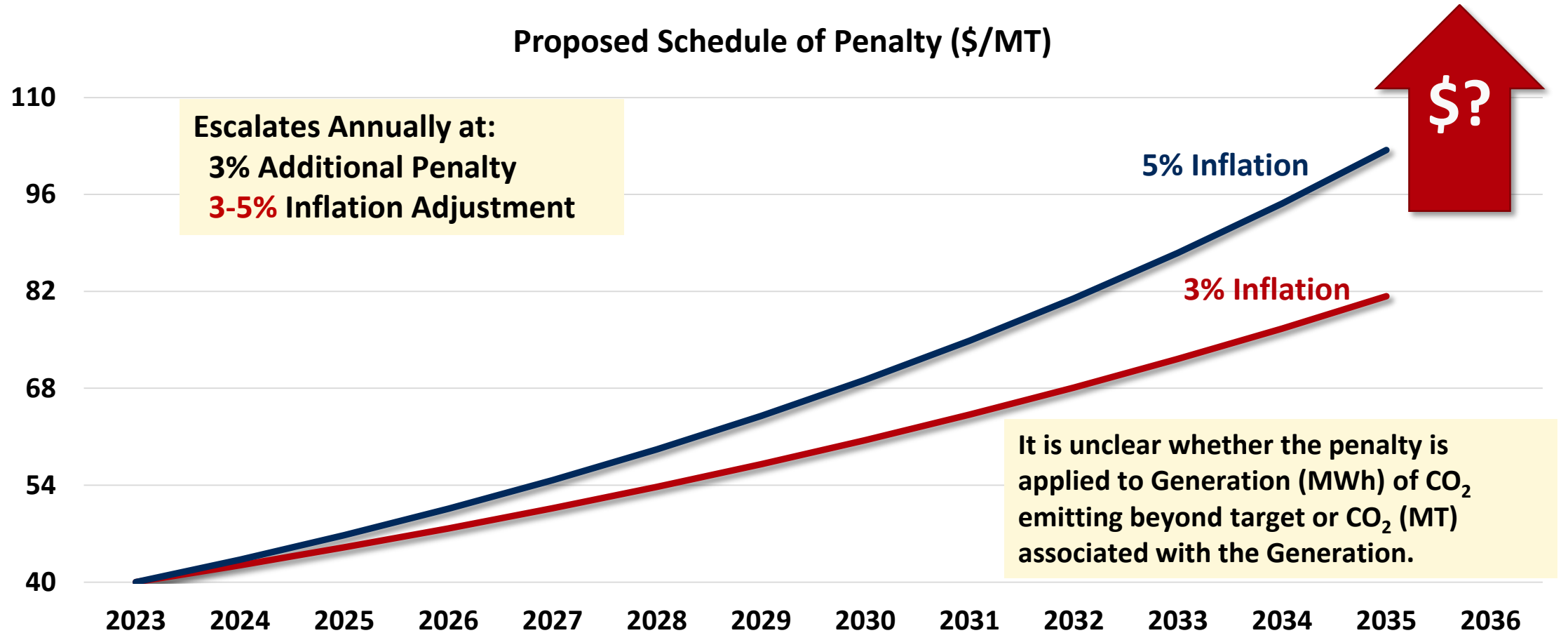
3% Inflation Likely Given Recent Trends



5% Inflation Sensitivity Increases Cost

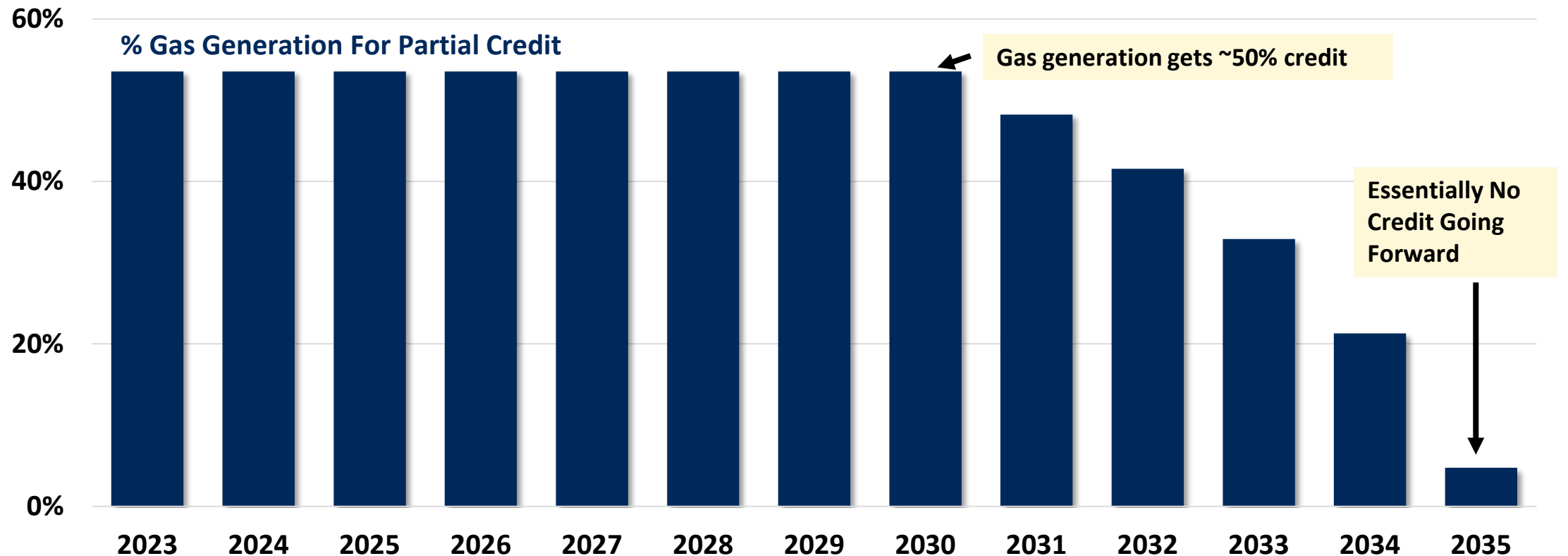


ACP Implementation Critical to Capping Cost Increase

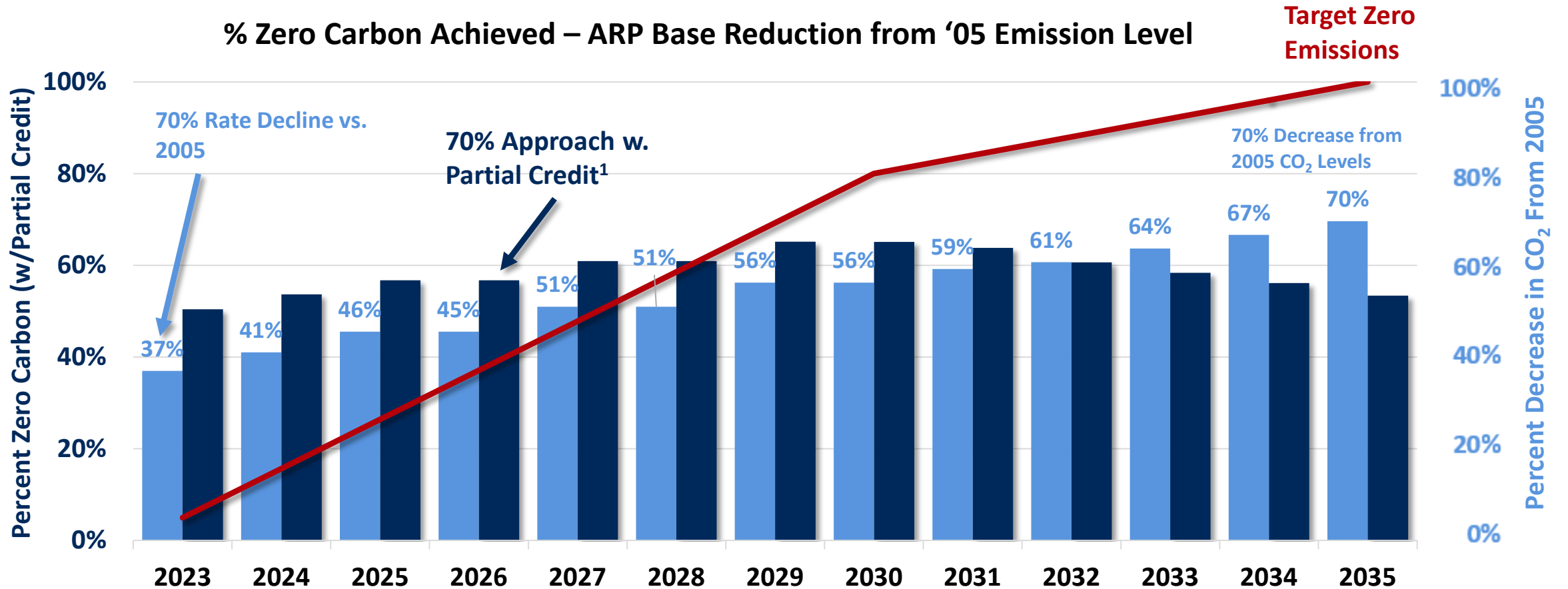


Gas Resources Receive Partial Credit During Transition

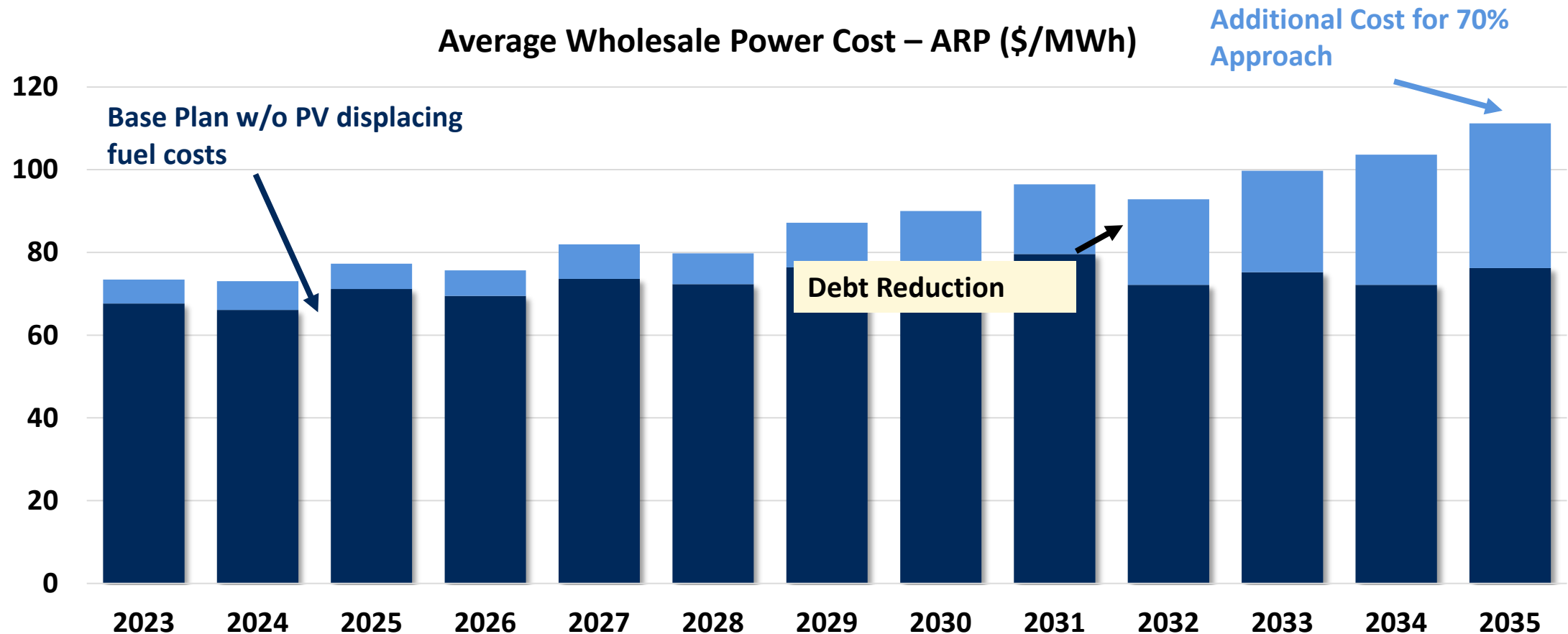
Estimated Clean Gas Credit (% of Generation)



Base Plan Only Compliant Through ~2027



Base Plan Rates Stable With Debt Payoff*

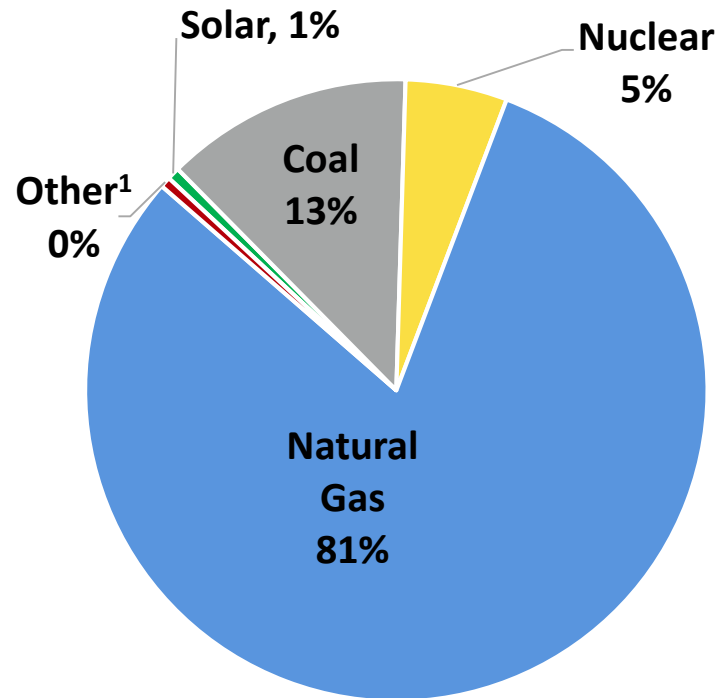


*55% Reduction in CO₂ from 2005 base case with ~450 MW is shown.

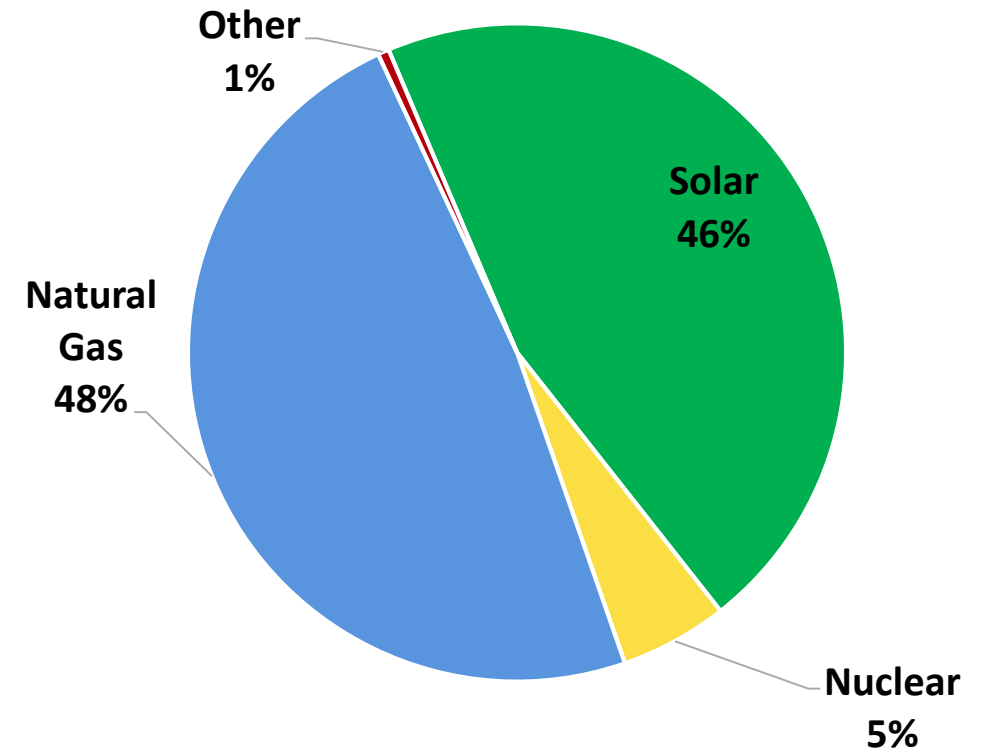
Note: PV costs fluctuate year to year since land purchases are fully paid for in year of PV install. 3% inflation shown.

70% CO₂ Reduction from 2005, Large PV Investment

FMPA Today (Energy) (CY20)



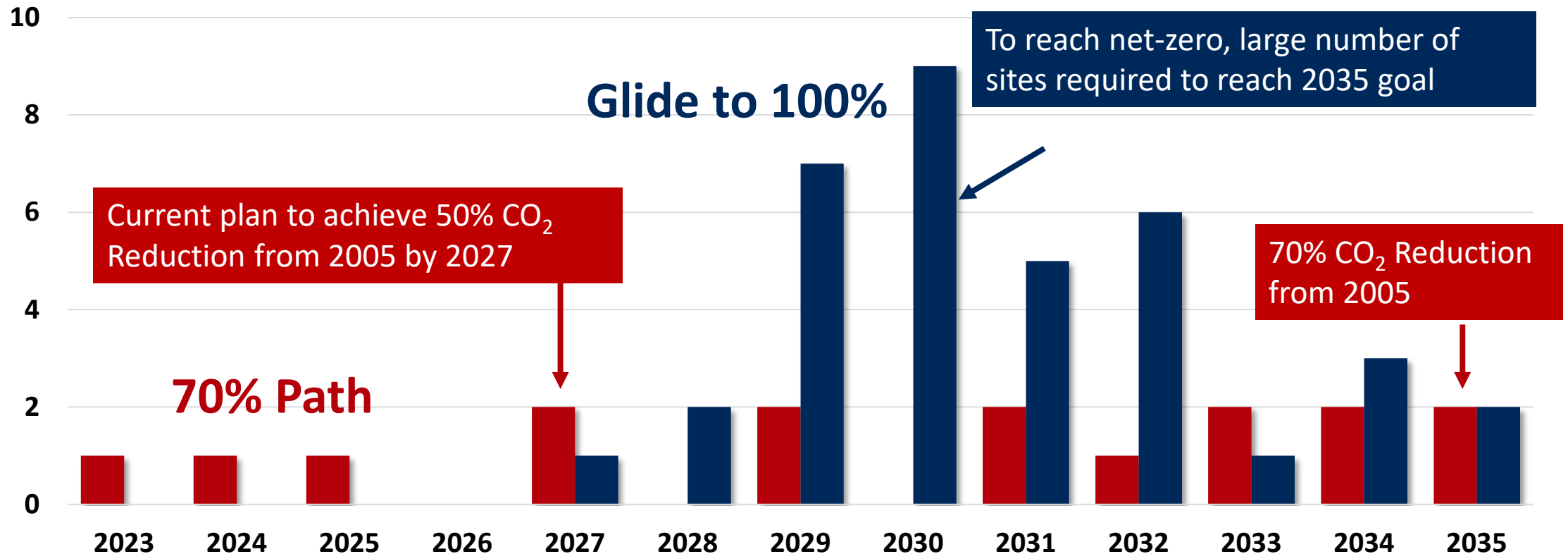
FMPA 2035 (Energy)



Large Investments in Solar Require Pre-Planning

Impact For Florida Much Greater - FRCC Peak is ~33x FMPA's²

Number of 74.5 MW PV Sites¹ / Year



1 - Power Plant Siting Act and associated interconnection granularity may need to evolve.

2 - FRCC 2020 Peak 48,334 MW (2020 FRCC Load and Resource Plan Form 10), 2020 FMPA Peak 1,463 MW.

Cost Increases Driven on Multiple Fronts

- Cost increase drivers:
 - Increasing solar by 750 MW beyond base plan of 450MW solar, some storage will be needed
 - Increased transmission investment to support new solar
 - ACP payments covering 48% of thermal generation in the 70% reduction scenario
 - Remaining gas generation operates at very inefficient levels, with much cycling leading to higher O&M costs
- Capital cost and timing of solar, including land and transmission, highly uncertain in race to build solar nationally, challenging siting and permitting processes
- Most natural gas/diesel generation capacity still needed for cloudy days scenario
- Additional ancillary services of more spinning and fast start units not included – would raise cost even further

Draft FMPA Priorities for Legislation Adjustments

- Slow Ramp - of net-zero goal to 2050 from 2035, practically not doable by 2035 and very costly to customers if attempted
- Regionalize Reduction Goals - taking into account current emission rates, renewables availability in a region and regional consumer cost impacts
- Cap on Regional Electricity Prices Increases - that slow implementation plans if regional prices rise above certain escalation rate
 - Alternatively extend ACP option through 2049 and remove inflation escalation from ACP
- Reliability Off-Ramp – if regional supply reliability declines, ramp of emission reductions would be delayed until infrastructure can be put in place to ensure reliability
- ACP Funds – should be available to regional utilities who need support in achieving emission reduction targets while keeping power costs affordable to all consumers including fixed and low income
- Significant National and International influences in Legislation will make changes challenging

**AGENDA ITEM 9 – INFORMATION
ITEMS**

**c. Debt and Rate Strategy for St.
Lucie Project**

**Board of Directors Meeting
April 15, 2021**



9c – Debt and Rate Strategy for St. Lucie Project

Board of Directors

April 15, 2021

Strategic Considerations for ARP and St. Lucie Project

- #1 goal from recent strategic planning session: lower controllable wholesale power costs for all power supply projects
- Refinancing and extending St. Lucie debt could allow for significant near-term rate reduction for that Project
- Concept presented to Finance Committee in March
- Now wishing to inform all St. Lucie Project participants
- Board will still have final approval of any actions before they occur

St. Lucie – Extend Debt Life to Reduce Rates

- Final payoff of St. Lucie Project debt currently October 1, 2026
- Final debt payment includes \$59M bullet payment on Series 2012A
- Annual contributions being made to General Reserve Fund through project billings to pay significant portion of 2026 debt obligation
- Refinancing and extending the debt five years would allow us to reduce contributions and meaningfully lower project rates beginning Fiscal 2023
- St. Lucie 2 licensed to operate until 2043
- If unit retires prior to end of extended debt life, project should have sufficient reserves after 2026 to be able to pay off remaining debt

Two Bond Series Targeted for Refinancing

Both Series Have Interest Rates Well Above Current Market

Series 2011B

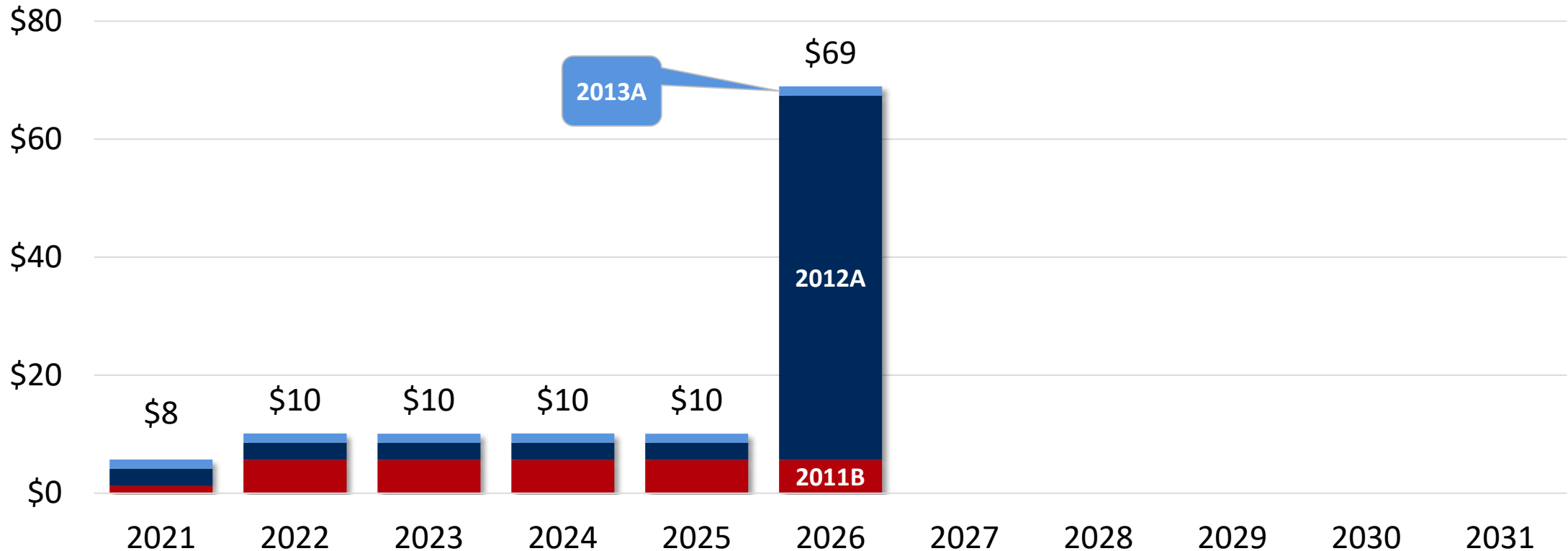
- Earliest call date is 10/1/21
- ~\$23M principal remaining at call date
- Average interest rate ~5%

Series 2012A

- Earliest call date is 10/1/22
- ~\$59M principal remaining at call date
- Interest rate is 5%

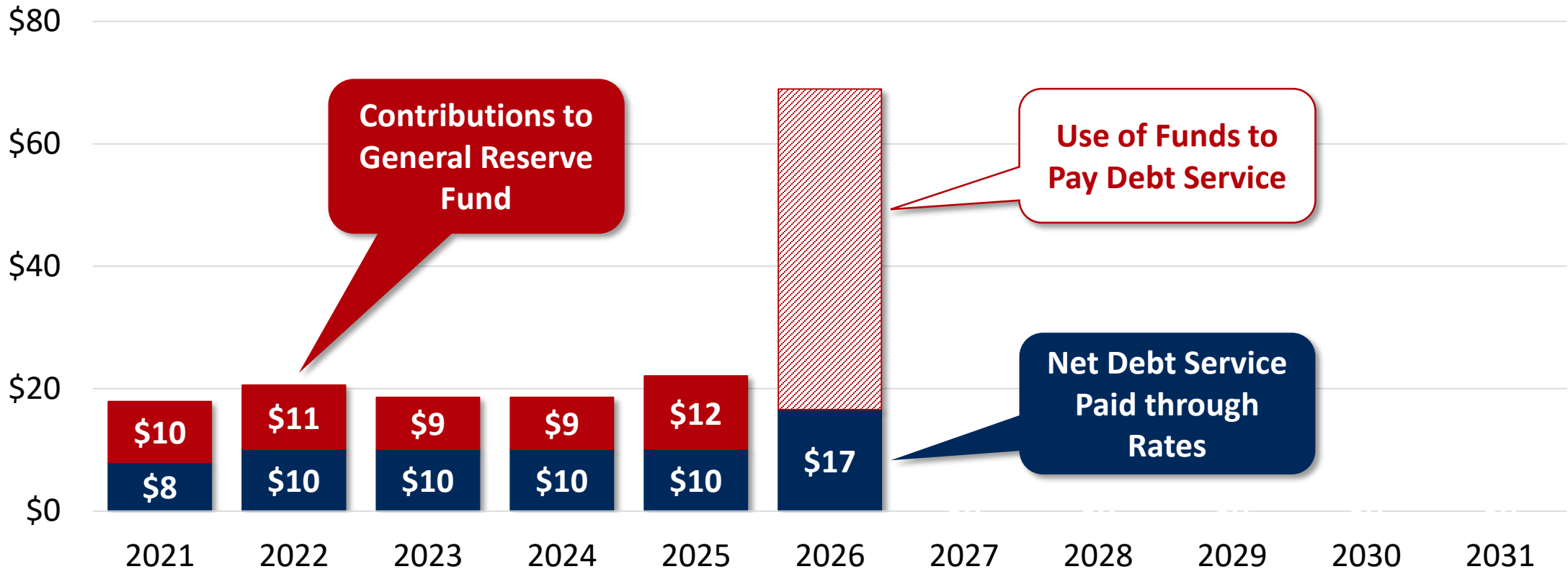
~\$90M Total Principal Remaining After Fiscal 2021

St. Lucie Project Remaining Debt Service (\$Millions)



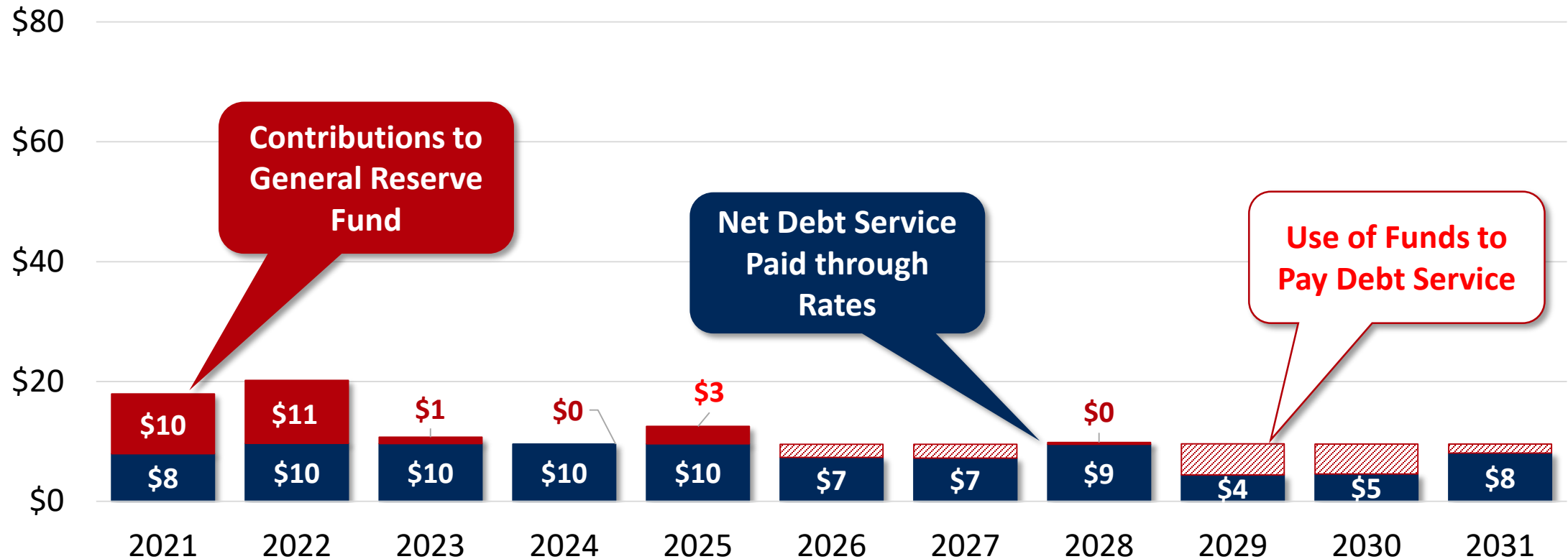
Funding General Reserve Annually for Final Payment

St. Lucie Project Remaining Debt Service and Fund Contributions (\$Millions)



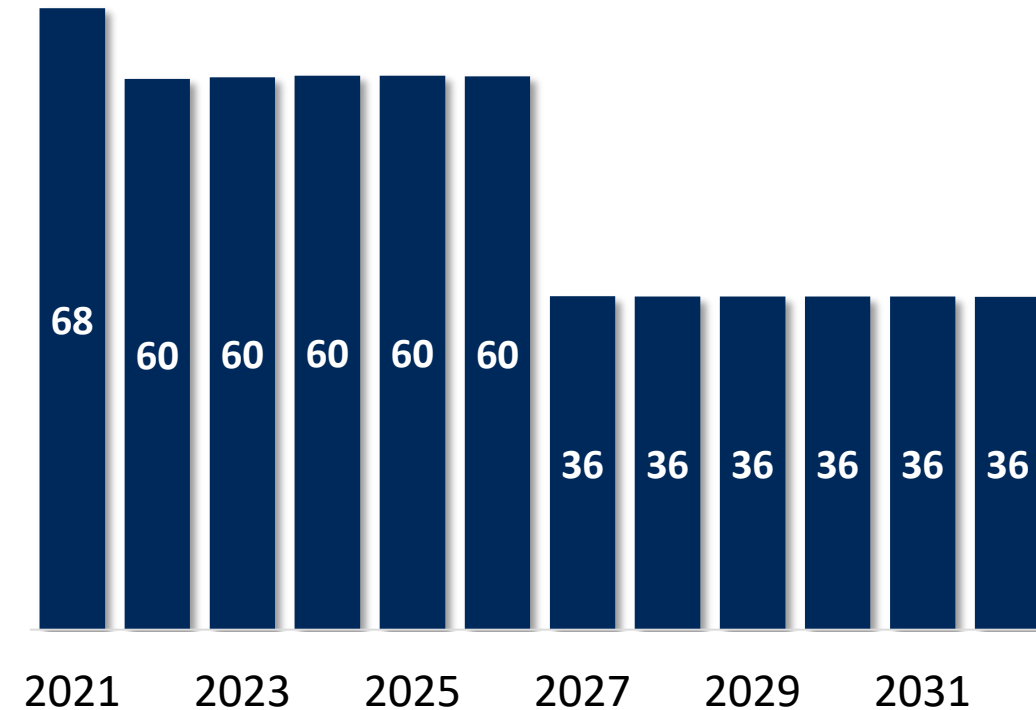
Funding Needs Reduced by Extending Debt Maturity

St. Lucie Project Remaining Debt Service and Fund Contributions for Debt (\$Millions)

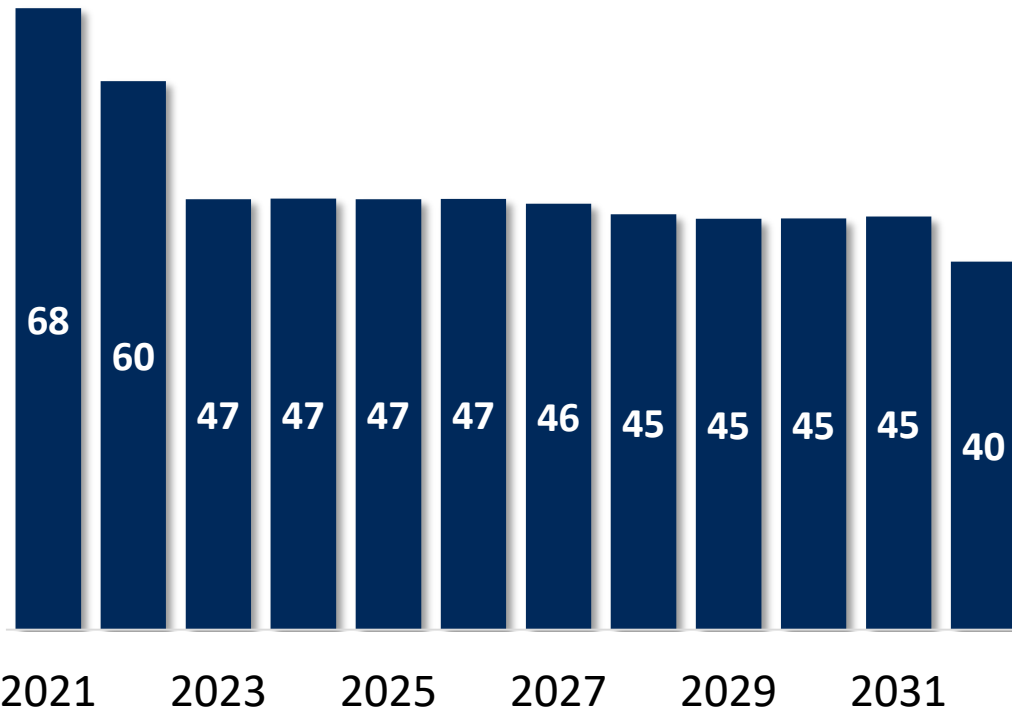


St. Lucie Costs Lower through 2026 w/ Debt Extension

**Projected St. Lucie Participant Costs
Without Debt Extension (\$/MWh)**



**Projected St. Lucie Participant Costs
With Debt Extension (\$/MWh)***



Recommended Motion

- No action requested. For information only.

**AGENDA ITEM 9 – INFORMATION
ITEMS**

**d. Summary of Finance Committee
Items**

**Board of Directors Meeting
April 15, 2021**



Summary of Finance Committee Items

BOD 9d / EC 9e

Board of Directors & Executive Committee

April 15, 2021

Other Items

Review and/or Approval Required

- Approval of Risk Policies
- Review of the Agency Annual Risk Inventory
- New pooled loans
- Discuss Rate Protection Account (EC only)

**AGENDA ITEM 10 – MEMBER
COMMENTS**

**Board of Directors Meeting
April 15, 2021**

AGENDA ITEM 11 – ADJOURNMENT

**Board of Directors Meeting
April 15, 2021**