

CHILLED WATER SERVICE AGREEMENT

BETWEEN

JEA

AND

City of Jacksonville
for the Facilities in the
Downtown Chilled Water District

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CHILLED WATER SERVICE AGREEMENT

THIS CHILLED WATER SERVICE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2025 (the "Effective Date"), by and between **JEA**, a body politic and corporate and independent agency of the City of Jacksonville, Florida, with its principal office located at 225 North Pearl Street, Jacksonville, Florida 32202-3139, and the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the "City" or the "Customer").

WHEREAS, JEA operates and maintains a district energy system in the City (the "District Energy System") in order to provide chilled water service (the "Service") to various customers; and

WHEREAS, Customer owns and operates multiple facilities at the locations set forth in **Exhibit A**, attached hereto and incorporated herein; and

WHEREAS, Customer currently receives Service from JEA at the Facilities pursuant to the Chilled Water Service Agreement between JEA and Customer dated August 5, 2002, as subsequently amended (the "Original Agreement"); and

WHEREAS, in order to ensure continuity of service upon expiration of the Original Agreement, Customer has agreed to enter into a contract with JEA for Service at the Facilities, subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration acknowledged by the parties to be sufficient, the parties hereby agree as follows:

1. DEFINITIONS.

- 1.1 Except as otherwise expressly provided herein, all nouns, pronouns, and variations thereof shall be deemed to refer to the singular or plural as the context may require, and any reference to a law or document shall mean such law or document as it may be amended from time to time.
- 1.2 Except as otherwise expressly provided herein, all terms defined in JEA's District Energy System Tariff (the "Tariff") shall have the same definition as provided in the Tariff.

- 1.3 "Tariff" means JEA's official published rate schedule for chilled water service. The Tariff can be found online at www.jea.com/tariff.
- 1.4 "Contract Demand" means the maximum quantity of Service, in Tons, contracted to be delivered during any consecutive sixty (60) minute period for each building as reflected in **Exhibit A**.
- 1.5 "Actual Demand" means the maximum quantity of Service, in Tons, actually provided to Customer during any consecutive sixty (60) minute period during the billing cycle.
- 1.6 "Billing Demand" means the sum of the Contract Demand and any Excess Demand.
- 1.7 "Excess Demand" means the quantity of Service, in Tons, provided by JEA in excess of the applicable Contract Demand.
- 1.8 "Consumption" means the ton-hours used by the Facility during the billing period.
- 1.9 "BTU" means British Thermal Unit.
- 1.10 "Charter" means Article 21 of the Charter of the City of Jacksonville, Florida whereby the City confers upon JEA, among other things, the power to enter into contracts, agreements, and leases.
- 1.11 "Customer's System" means all internal and external piping, pumping, and equipment necessary for Customer to connect to JEA's Delivery System at the Service Valve, Return Valve, Energy Station, and all points of connection at the Energy Station.
- 1.12 "Energy Station" means the equipment which is necessary to provide the delivery and metering of Service, including, but not limited to, temperature sensors, flow meters, control valves, check valves, thermometers, differential pressure sensors and gauges, strainer and bypass, piping, and control package.
- 1.13 "Existing Facilities" means the City Hall Annex, the City of Jacksonville Main Library, the City of Jacksonville Main Library Parking Garage, the Duval County Courthouse, and the State Attorney's Office.
- 1.14 "Facility" or "Facilities" means the Existing Facilities and any Newly Connected Facility.
- 1.15 "JEA's Delivery System" means all the equipment, including the Energy Station and piping necessary to produce and deliver to the Service Valve the Customer's Contract Demand of chilled water and to receive at the Return Valve the return chilled water.

- 1.16 "Operation Date" means the Effective Date with respect to Existing Facilities. For Newly Connected Facilities, the Operation Date shall be the date JEA commences delivery of Service to Customer to such Facility. Unless otherwise agreed, each Facility will have its own Operation Date.
- 1.17 "Normal Calendar Day" means any calendar days in the month, except for any days that JEA has declared as emergency days as a result of a named storm or other disasters that affect the normal operations of the utility.
- 1.18 "Newly Connected Facility" means any facility owned or operated by Customer that is first connected to the System after the Effective Date.
- 1.19 "Point of Delivery" means the physical location on Customer's supply line where the chilled water enters JEA's Energy Station en route to Customer's system.
- 1.20 "Point of Return" means the physical location on Customer's return line where the chilled water exits JEA's Energy Station en route to the Return Valve.
- 1.21 "Return Valve" means the point where chilled water is returned to JEA, which point is the physical location of JEA's valve at Customer's property line, connecting to Customer's return line.
- 1.22 "Service Date" shall mean a date set forth on **Exhibit A** for Service, as such date may be extended pursuant to the terms of this Agreement.
- 1.23 "Service Valve" means the point where Service is delivered to the Facility, which point is the physical location of JEA's valve at Customer's property line connecting to Customer's supply line.
- 1.24 "Ton" means 12,000 BTU per hour.
- 1.25 "Ton-Hour" means the rate at which heat is removed; for example, 3 Ton-Hours is equivalent to 36,000 BTU.

2. SERVICE.

2.1 General.

2.1.1 Commencing on the Operation Date, JEA shall provide Service to the Service Valve for the Facility in accordance with the specifications set forth in **Exhibit A** and subject to the terms and conditions of this Agreement. At all times, JEA shall comply

with all applicable laws, rules, regulations, and ordinances related to providing the Service.

2.1.2 Customer shall return at the Return Valve one hundred percent (100%) of the chilled water volume delivered to Customer in accordance with the specifications outlined in **Exhibit A** and subject to the terms and conditions of this Agreement. Notwithstanding the foregoing, JEA acknowledges that reasonable operational losses are normal and expected, and allowance will be made by JEA for such. Customer shall not tap into, use, or otherwise interfere with the chilled water in any way not contemplated by the system as originally designed without JEA's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed.

2.1.3 JEA will maintain water quality and will employ such chemical treatment of its water as it determines to be adequate for the normal protection of its production and distribution equipment. JEA will advise Customer of the chemical treatment it employs, as well as any changes thereto. JEA and Customer acknowledge that, as currently contemplated, the production and distribution equipment of JEA will not share water with the equipment of Customer except at legacy locations that have been receiving chilled water service without a heat exchanger. A heat exchanger is required at all new connections to maintain separation of JEA's water from Customer's water. The proper design, installation, operation, and maintenance of the heat exchanger is the responsibility of the Customer. Technical parameters used in the design of the heat exchanger by the Customer's professional engineer must be approved by JEA prior to installation of the heat exchanger. Customer shall not perform any water treatment or add any chemicals or foreign substances into the water being used in its cooling system without the prior written consent of JEA. JEA may temporarily discontinue Service to Customer if chilled water is contaminated between the Service Valve and the Return Valve until such condition is cured by Customer.

2.1.4 Except as already provided in **Exhibit A**, Customer shall give JEA reasonable advance notice of any intention to significantly increase its requirements for Service beyond Contract Demand. If Customer's Actual Demand is in excess of the Contract Demand, JEA's ability to meet the Customer's increased demand requirements may be affected by the magnitude of the increase in demand, the length of the advance notice, the availability of equipment or services necessary to provide the excess Service, and other external factors which may be out of JEA's control. JEA shall use reasonable efforts to provide all of Customer's requirements for Service; however, JEA has no obligation to provide such excess Service after exercise of reasonable efforts. The inability to deliver excess Service on a consistent and sustained basis shall not be a breach of JEA's obligations, and JEA shall have the right to require Customer to reduce its usage to the Contract Demand. If JEA delivers such excess Service on a consistent

and sustained basis, the additional demand shall constitute "Excess Demand," and shall be billed as set forth in the Tariff. If the Excess Demand exceeds the Contract Demand for reasons other than Force Majeure, the Contract Demand shall be adjusted as provided in the Tariff.

2.2 Connection.

2.2.1 JEA shall be responsible for the design, permitting, construction, installation, and commissioning of all the equipment, which includes the Energy (refer to Energy Station Guidelines in **Exhibit D**) and piping necessary to produce and deliver to the Service Valve the Customer's Contract Demand of chilled water and to receive at the Return Valve the return chilled water on or before the Service Date ("JEA's Delivery System"). JEA shall complete all such work on or before the Service Date, subject to equitable extension caused by Force Majeure. JEA reserves the right to use a qualified contractor of its choosing to install the piping and associated equipment, including the Energy Station, necessary for delivery of chilled water service to the Facility. JEA and Customer may agree to allow Customer to use Customer's contractor to construct and install the lines and associated equipment necessary to deliver chilled water service to the Facility. In the event the Customer uses its Contractor to construct and install the lines and associated equipment as permitted by this section, JEA and the Customer shall enter into a Cost Participation Agreement.

2.2.2 JEA shall install, in a location mutually agreed upon by JEA and Customer, on its side of the Service Valve and Return Valve, all Service lines capable of accommodating the Contract Demand. JEA and Customer shall mutually determine the location of any of JEA's Service lines that are on Customer's property and any future relocation of such lines. Except as otherwise provided in this Agreement, JEA shall operate, maintain, repair, and replace the Service lines, Energy Station, meters, and equipment furnished by JEA, which shall remain the property of JEA, at its expense. Although Service will normally be supplied to the Facility through a single supply line and a single return line, JEA may, at its option, install more than one Service line, subject to Customer's approval, which approval shall not be unreasonably withheld. After JEA has already installed its equipment and facilities, any change requested by Customer in the location of one or more of the Point of Delivery, Point of Return, Service Valve, Return Valve, or location of JEA's Energy Station (including metering and other equipment) will be made at Customer's expense and only after prior written approval of JEA and payment by Customer for such change.

2.2.3 JEA shall design, permit, furnish, install, own, operate, commission, and maintain a standard Energy Station in a mutually acceptable location within the Facility which shall remain the property of JEA. The Energy Station will include a strainer,

associated controls, sensors, instrumentation, and such metering equipment as JEA deems necessary and/or appropriate to measure and monitor the Service to the Facility. Customer shall, at its expense, provide the necessary connections to the Energy Station.

2.2.4 Only authorized personnel or representatives of JEA shall operate the Service isolation valves and electrical switches except when necessary due to emergency circumstances that require immediate shutoff of Service. JEA shall be notified immediately of any such shutoff. Customer and its agents and employees shall not be authorized or knowingly permit any person except a duly authorized employee or representative of JEA to operate JEA equipment (including the re-energizing of Service lines following emergency shutoffs or disconnections), to break or replace a JEA lock, or to alter or interfere with the operation of JEA meters or connections or any item of Service equipment installed or furnished by JEA on Customer's property. To the extent permitted by law, Customer shall be liable for any loss or damage occasioned by any unauthorized re-energization of Service lines or any other unauthorized operation of JEA's equipment by Customer, its agents, or employees.

2.2.5 The parties acknowledge that the Delivery System was installed for the Existing Facilities under the Original Agreement and that nothing herein shall be construed as requiring JEA to install a new Delivery System at the Existing Facilities. The provisions of this Section 2.2.5 shall not excuse JEA from its obligation to perform necessary maintenance, repairs, and replacements to the Existing Facilities' Delivery Systems in order to ensure the continuous provision of the Service to Customer.

2.3 Customer's Responsibility.

2.3.1 Customer, at its expense and consistent with the requirements of the JEA Chilled Water Energy Station Standards which shall be provided by JEA specifically for the Customer's Facility under this Agreement, shall be responsible for the design, furnishing, construction, and installation of all internal and external piping, pumping, heat exchanger, and equipment necessary for Customer to connect to JEA's Delivery System at the Service Valve, Return Valve, Energy Station, and all points of connection at the Energy Station ("Customer's System"). JEA shall make the final connection to these points. At Customer's request and expense, JEA may design, furnish, construct, and install piping necessary for Customer to connect from the Service Valve to the Energy Station and from the Energy Station to the Return Valve.

2.3.2 Except for the Energy Station, and except as may be specifically provided elsewhere in this Agreement, Customer shall, at its expense, furnish, install, operate, maintain, repair, and replace on Customer's side of the Service Valve and Return Valve all such piping, pumps, valves, regulating devices and electrical switches, and all other

equipment and facilities required for Customer to utilize the Service and maintain Service in accordance with this Agreement. Such equipment and facilities shall remain the property of Customer. Customer shall give immediate notice to JEA and its appropriate operating personnel of any contamination, leakage, spillage, or other discharge of chilled water known to Customer. If Customer's operations or equipment adversely affect JEA's measurement of Service, Customer shall, at its expense, make changes in its operations or equipment as necessary to allow accurate measurement of such Service.

2.3.3 Customer shall install all such equipment, pumping, and piping both inside and outside the Facility in accordance with generally accepted industry practices. JEA requires the review of the final design of equipment, pumping, and piping to be installed by Customer inside or outside the Facility and to make recommendations thereto to ensure compatibility with JEA's Delivery System. Prior to installation of Customer's System, Customer shall provide engineering calculations and drawings to JEA for the sole purpose of evaluation of compatibility with JEA's System. JEA shall advise Customer no more than twenty-one (21) Normal Calendar Days after receipt of drawings and calculations from Customer if JEA's technical review determines that any part of the Customer's system will not meet JEA's standards and make recommendations to Customer to ensure compatibility with JEA's Delivery System. JEA may inspect and review such piping installation prior to commencement of Service. JEA's rights of review and inspection hereunder shall not subject JEA to any liability to Customer and shall not constitute any warranty or guarantee of performance or effectiveness. Customer hereby acknowledges that it is relying on its engineers and agents and not JEA regarding the installation of Customer's equipment, pumping, and piping.

2.3.4 Customer shall provide, without cost to JEA, enclosed, easily accessible, dry, adequately ventilated, and secure space for the installation, inspection, protection, operation, and maintenance of JEA's meters, Energy Station, and necessary Service equipment within the Facility at a location mutually acceptable to JEA and Customer. Customer shall provide to JEA detailed mechanical drawings of the space that will be allocated for JEA's equipment for evaluation by JEA of adequate conditions for normal operation and maintenance of JEA's Energy Station and any other JEA equipment necessary for the proper delivery of chilled water service. Customer will physically connect JEA furnished Energy Station equipment in place and will physically connect the Energy Station to Customer's supply and return lines. JEA will complete the installation of the Energy Station equipment, including inspecting, testing, adjusting, calibrating, commissioning, and start-up for the proper operation of JEA equipment. Where electricity is required for the operation of JEA's meters or meter regulating valves, Customer shall furnish, without cost to JEA, all equipment necessary to provide such electricity service and shall install wiring and conduits to a dedicated outlet(s)

located conveniently near such meters or meter regulating valves. The dedicated power outlet(s) shall be off a vital bus protected by a UPS, an emergency generator, or any form of electric backup equipment for the Facility. JEA shall furnish and install wiring and piping from such outlet to its equipment at JEA's expense.

2.3.5 After Service commences, Customer shall not alter its piping between JEA's Service Valve and the Energy Station in such a way so as to remove water volume or thermal capacity without prior written consent of JEA, which shall not be unreasonably withheld, conditioned, or delayed,.

2.3.6 At all times, Customer shall comply with all applicable laws, rules, regulations, and ordinances related to Customer's usage of the Service, JEA's water and sewer regulations, as applicable to chilled water service, and the Tariff, as in effect from time to time.

2.3.7 If at any time during the term of this Agreement JEA determines in its sole and reasonable discretion that it is necessary to conduct any repairs, maintenance, or upgrades to equipment, pumping, piping, or any other devices installed by Customer in accordance with the requirements of this Section 2.3, Customer shall conduct such repairs, maintenance, or upgrades at its expense. JEA's ability to require repairs, maintenance, or upgrades under this Section 2.3.7 shall be limited to those repairs, maintenance, or upgrades strictly necessary for JEA to provide the Service to Customer at the Facility at the levels required under this Agreement. JEA shall not be liable for damages attributable to any decrease in service levels in the event the Customer fails to conduct repairs, maintenance, or upgrades under this section.

2.3.8 The parties acknowledge that Customer's System was installed for the Existing Facilities under the Original Agreement and that nothing herein shall be construed as requiring the installation of a new Customer's System at the Existing Facilities except as may be required under Section 2.3.7 herein.

2.4 Access to Premises. JEA's employees and authorized representatives shall have the right of access to the Facility during business hours, and after business hours upon reasonable advance notice, and to all other portions of Customer's property at all reasonable times as reasonably necessary for: installing, inspecting, testing, protecting, maintaining, replacing, and removing JEA's equipment and other facilities; ascertaining connected loads; and, any other proper purpose relating to the Service. JEA will make reasonable accommodations to schedule the work at a time that is mutually acceptable except in the event of an emergency.

2.5 Compatibility of Customer's System.

2.5.1 During the Project Design Phase, the Customer shall submit mechanical plans and specifications of Customer's System for utilization of chilled water service at the Facility to JEA for JEA's review and approval. JEA shall make a determination whether Customer's System is mechanically and chemically compatible with JEA's Delivery System and provide feedback to the Customer no later than forty-five (45) Normal Calendar Days after receipt of design from Customer. Customer shall make modifications to Customer's System, as necessary, to assure compatibility with JEA's Delivery System and resubmit plans to JEA for review and approval, clearly noting all the changes. Any changes to the plans after final approval must go through the JEA review process again. JEA shall not be required to commence Service:

2.5.1.1 If JEA determines that Customer's System is unsuitable or incompatible unless and until Customer makes such changes in Customer's System as JEA deems reasonably necessary; and

2.5.1.2 Until Customer's installation shall have been thoroughly cleaned and flushed in accordance with Customer's plans and specifications as approved by JEA, which approval shall not be unreasonably withheld or delayed.

2.5.2 JEA's review of Customer's System is solely for the purpose of determining compatibility with JEA's Delivery System as set forth herein and shall not be considered by Customer as any assurance or representation by JEA that Customer's System will perform as intended or be considered as an approval of Customer's design. JEA, by approving and accepting Customer's System as compatible, shall in no manner be deemed to have assumed any obligation as to the design, operation, or maintenance of Customer's system, nor to have relieved Customer in any way from accepting Service from JEA as provided in this Agreement.

2.5.3 After commencement of Service, Customer shall not modify its system without JEA's prior consent, which consent shall not be unreasonably withheld, conditioned, or delayed. If Customer modifies its system and the modification causes damage to JEA's System or to any of JEA's other customers' equipment or facilities, to the extent allowed by law, Customer is liable for all damages caused thereby, and JEA may discontinue Service to Customer until Customer has corrected the situation and eliminated the damage. JEA shall bear no responsibility for any deficiency in Service to Customer resulting from Customer's system or equipment.

2.6 JEA Sales to Other Customers. JEA may tap any of JEA's Service lines or System lines to the Facility that are not on Customer's property and outside the Public Right of Way

for the purpose of extending service to other JEA customers as long as such extension of service does not have an adverse effect on Customer's Contract Demand, subject to coordination and approval by Customer, which approval shall not be unreasonably withheld, and the execution of any customary easements or other agreements. In such event, JEA shall: (i) notify Customer of such plans; and (ii) repair any damage caused by JEA. Also in such event, JEA shall not: (i) interfere with Customer's business; (ii) adversely impact the value of the Facility; or, (iii) reduce customary Service levels.

3. TERM.

The initial term of this Agreement shall run from the date of execution of this Agreement and shall continue for thirty (30) years after the Operation Date unless otherwise terminated pursuant to the terms and conditions of this Agreement; provided however, in the event Customer and JEA add a new Facility to this Agreement, the initial term or extended term, as the case may be, shall automatically extend to thirty (30) years from the Operation Date attributed to the newest Facility for all facilities under this Agreement. After expiration of the thirty-year period related to the newest Facility, this Agreement shall automatically extend for an additional thirty (30) year term, unless formal written notification is provided to JEA no less than sixty (60) months prior to the expiration date.

4. RATES AND CHARGES FOR SERVICE.

Rates and Charges for Service. Customer shall pay for Service at the rates and charges as detailed in the Tariff. Changes in the Tariff shall automatically apply to this Agreement from the effective date of such change.

5. BILLING.

5.1 Billing and Payments.

5.1.1 All billing and payment transactions shall be in accordance with the Tariff, as may be amended from time to time, which is incorporated by reference (and can be found at the following internet address: www.jea.com/tariff). JEA shall bill Customer monthly based upon the rates, charges, surcharges, and fees for Service as provided in the Tariff.

5.1.2 The billing period shall begin on the Service Date or on the date Customer starts using the Service, whichever is first.

5.2 Taxes, Surcharges, and Fees. JEA shall charge and Customer shall pay all taxes, surcharges, and fees, including, but not limited to, any taxes imposed upon Customer's purchase of the Service that JEA is required to collect and any surcharge or fee reflecting a portion of any

tax, license, occupation, use, consumption, franchise fee, or similar fee imposed by any federal, state, or local governmental authority on Service provided by JEA unless Customer is otherwise exempt from such obligations and provides proof thereof to JEA.

5.3 Change in Law. The rates and charges for Service assume a continuation of present laws and regulations and the administration thereof in substantially the same manner as on the effective date of this Agreement. Should there be any change in any applicable law or regulation or the administration or interpretation thereof by any governmental entity, JEA may adjust the above charges in accordance with the Charter provisions and applicable rate hearing to reflect any change in costs associated with such change in the law, including, but not limited to, changes in JEA's labor, fuel, operating, maintenance, environmental, or other costs of providing the Service, and including the imposition of any new tax, fee, or surcharge from which Customer is not exempt.

6. METERING.

6.1 Meters. JEA will have the right, subject to **Exhibit A**, to furnish, install, maintain, repair, and replace meter runs, consumption meters, and associated equipment as are necessary to meet and to measure the chilled water load requirement of the Service. Throughout the term of this Agreement, JEA will have at JEA's sole expense the right to install, remove, and test meters on Customer's property at locations approved by Customer, such approval not to be unreasonably withheld; provided, that such installation shall not materially affect the value or use of the Facility. If Customer requests installation of any meter in addition to those determined to be appropriate by JEA, Customer shall pay all expenses related to installation, operation, and maintenance of the additional meter for the term of this Agreement as calculated by JEA.

6.2 Testing. Meters installed by either party hereto shall have an accuracy within accepted ANSI utility standards for such meters and shall conform to generally accepted engineering practices and standards applicable to utility metering. At least once every year or as required by the equipment manufacturer, JEA shall test the flow and temperature sensing components of JEA's meters to confirm operation within manufacturer's specifications. If a test establishes that a JEA meter is not performing within the parameters established by the manufacturer's specifications, JEA shall repair or replace the meter, at its option. Customer may request an additional test of JEA's meter at any time, provided that if the meter is found to be accurate, Customer will bear the cost of the test.

6.3 Bill Adjustments Based on Estimated Use. If the date that any proven metering inaccuracy began cannot be determined, a billing adjustment shall be made (excluding any period of outage or other non-use of Service and taking into account rate changes during the period) for a period of time as provided in the Tariff. If a meter fails to provide usable readings, the amount to be billed for such period will be estimated by JEA based on best engineering

practices, including one or more of the following as applicable: (i) previous usage history; (ii) 30-day system average; (iii) comparable metered usage of other buildings; and/or, (iv) average per-day use. Customer shall pay for Service during such periods based on the estimated amount. All billings based on estimated usage shall be indicated on the bill as such.

7. PERMITS, EASEMENTS AND REGULATORY AUTHORITY.

7.1 Permits and Easements. JEA shall secure and maintain all necessary permits, easements, and licenses over public property and any other approvals that may be required to construct and operate JEA's Delivery System. If JEA does not obtain required permits from the City after executing this Agreement, JEA will have the right to terminate this Agreement without liability, except that JEA shall refund any connection fees paid by the Customer prior to the effective date of such termination. Customer shall reasonably assist and cooperate with JEA by allowing the running of service and distribution lines as necessary through Customer's property and by allowing the installation of all necessary equipment within and onto the Facility subject to Customer's prior review and written approval of plans or drawings. The City hereby grants to JEA all necessary rights-of-way, access rights, easements, and licenses during the term of this Agreement for such purposes at no cost to JEA. JEA shall provide Customer advance notice and coordinate the installation of JEA's distribution lines, service lines, and equipment. Customer further agrees to execute such grants or other documents as JEA may reasonably require to enable it to gain access to and record access rights, easements, and licenses as appropriate. Customer shall provide JEA necessary access to its premises as required for JEA to perform its obligations under this Agreement.

7.2 In the event Customer uses its contractor to construct and install the lines and associated equipment as provided in Section 2.2.1, the responsibility for obtaining necessary permits, easements, and licenses shall be addressed in a Cost Participation Agreement entered into between Customer and JEA.

7.3 Regulatory Authority. Nothing contained in this Agreement shall be construed as divesting any applicable regulatory body of any of its rights, jurisdiction, powers, or authority conferred by law. This Agreement is expressly conditioned upon receipt of such regulatory approvals or authorizations as may be required.

8. WARRANTIES AND REPRESENTATIONS.

Chilled water produced by JEA and delivered to Customer under this Agreement is not potable, is intended only for typical HVAC applications, and shall meet the specifications set forth in **Exhibit A**, attached hereto. Except as provided in this Section 8, no other warranties are applicable to this Agreement or to the Service provided herein.

JEA shall respond to all Service Affecting Issues within a reasonable amount of time after receiving notification from Customer of a Service Affecting Issue. The term "Service Affecting Issue" as used in this Agreement means that (i) the temperature of the chilled water to Customer falls outside of the range of 39°F to 43°F for more than four (4) consecutive hours, as measured at the Service Valve, or (ii) otherwise fails to meet the specifications set forth in **Exhibit A** to this Agreement. Notification of Service Affecting Issues shall be in the form of verbal communication with any member of the Chilled Water Operations team by phone or in person, followed up with an email to the dedicated Account Executive detailing the nature of the affecting issue.

JEA SPECIFICALLY DISCLAIMS ANY WARRANTIES (EXCEPT FOR THOSE WARRANTIES IN THIS SECTION 8), INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OTHER THAN THOSE EXPRESSLY PROVIDED UNDER THIS AGREEMENT.

9. LIMITATION OF LIABILITY.

9.1 Injury or Damage. To the extent permitted by law, JEA shall not be liable for any injury or damage resulting in any way from the use of the Service by Customer or by third parties except where injury or damage is directly attributable to JEA's negligence or willful misconduct.

9.2 Customer Comfort Level. Except as set forth in **Exhibit A**, JEA shall have no responsibility within the Facility for environmental temperature comfort levels which are controlled and determined by Customer. Customer shall promptly notify JEA in writing of any concerns about the quantity or quality of Service received at the point of delivery.

9.3 Consequential Damages. Except as otherwise expressly provided for in this Agreement, it is specifically agreed and understood that neither party will be responsible to the other for any indirect, special, incidental, or consequential loss or damage whatsoever (including lost profits and opportunity costs) arising out of this Agreement or anything done in connection herewith, including but not limited to:

9.3.1. Customer's failure to accept, or JEA's failure to deliver, Service at any time;

9.3.2 any condition on JEA's Delivery System or at the Facility which is imminently likely to endanger life or property unless it is held by a court of competent jurisdiction that JEA knew or should have known about such condition, or

9.3.3 the construction, engineering, repair, inspection, supervision, testing, protection, operation, maintenance, replacement, use, or ownership of either party's equipment and/or facilities.

9.3.4 This Section shall apply whether any such indirect, special, incidental, or consequential loss or damage is based on a claim brought or made in contract or in tort (including negligence and strict liability) under any warranty or otherwise.

9.4 Limitations on Government Liability. Nothing in this Agreement is to be considered as a waiver of sovereign immunity or limitation of liability of JEA or Customer beyond any statutorily limited waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other State statute, and nothing in this Agreement inures to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

10. INDEMNIFICATION.

Except as limited in this Agreement, and only to the extent permitted by law, Customer hereby agrees to indemnify and hold harmless JEA, its directors, officers, employees, and agents from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses (including without limitation reasonable attorneys' fees actually incurred, including those incurred in appellate actions in connection therewith) made, brought, or obtained on account of loss of life or property or injury or damage to the person or property of any person or persons to the extent caused by any negligent act or omission of Customer, its directors, officers, employees, and agents in connection with the performance of its duties and obligations under this Agreement.

Except as limited in this Agreement, including Section 9.4, and only to the extent permitted by law, JEA hereby agrees to indemnify and hold harmless Customer, its directors, officers, employees, and agents from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses (including without limitation reasonable attorneys' fees actually incurred, including those incurred in appellate actions in connection therewith) made, brought, or obtained on account of loss of life or property, or injury or damage to the person or property of any person or persons to the extent caused by any negligent act or omission of JEA, its directors, officers, employees, and agents in connection with the performance of its duties and obligations under this Agreement.

Nothing in this Section 10 shall be construed as (i) a waiver of any limitation of liability to which the City or JEA is entitled, including Section 768.28, Florida Statutes, or (ii) a waiver of sovereign immunity on the part of either the City or JEA.

11. SUSPENSION OF SERVICE.

11.1 JEA will use all commercially reasonable efforts to provide a regular and uninterrupted Service in accordance with this Agreement.

11.2 In the event Customer's equipment, pumping, or piping is unsafe or not in material compliance with applicable laws, rules, regulations, or ordinances, JEA may immediately suspend the delivery of Service until the condition is corrected to the reasonable satisfaction of JEA.

11.3 JEA may without liability suspend Service if necessary to comply with any law, ordinance, rule, or regulation of a governmental authority. JEA will use its best efforts to provide prior notice in such cases and will use its best efforts to complete these services with minimal impact to the Service.

11.4 JEA may without liability suspend Service if necessary to maintain, repair, replace, or change its equipment on or off the Facility except in a case in which such suspension is required as a result of JEA's default, in which event JEA shall have the right to suspend but shall be responsible as set forth on **Exhibit A**. Except in case of emergency, regular maintenance, repair, changing of equipment, or replacement shall be conducted at a time that will minimize the impact on Customer's ability to utilize the Facility. JEA shall deliver at least seven (7) days' prior notice to Customer prior to performing any planned service interruption. JEA will make reasonable efforts to schedule this work during times that will minimize impact to Customer's Facility.

11.5 Subject to the terms and conditions hereof, in addition to any and all other rights and remedies available at law or in equity, JEA may suspend Service to Customer for a material default by Customer as defined in Section 12.1.2 below that remains uncured beyond the expiration of applicable cure periods. In the event of suspension of Service by JEA due to a material default by Customer that remains uncured beyond the expiration of applicable cure periods, Service shall not be recommenced unless and until Customer shall:

11.5.1 Cure the material default; and

11.5.2 Pay all amounts due for Service supplied prior to discontinuance and the cost of disconnection and reconnection, as more particularly described in the Tariff.

11.6 Notwithstanding any suspension of Service pursuant to this Section, Customer shall remain liable for the Demand Charge for the Term of the Agreement unless otherwise expressly provided in this Agreement.

12. TERMINATION.

12.1 Termination for Default.

12.1.1 JEA is in material default if:

12.1.1.1 JEA fails to supply service to the Facility for a period of seventy-two (72) consecutive hours; or

12.1.1.2 JEA fails to comply with any other material obligation of this Agreement.

12.1.2 Customer is in material default if:

12.1.2.1 Customer fails to pay any bill for Service rendered or other charges incurred under this Agreement for a period of forty-five (45) days after the invoice due date; or

12.1.2.2 Customer fails to comply with any other material provision of this Agreement and fails to cure such failure within thirty (30) days after written notice from JEA or such other time as mutually agreed upon by parties.

12.1.3 As provided in Section 17, either party may terminate this Agreement by written notice of termination for material default sent by certified mail return receipt requested. Upon delivery of such notice of termination, the defaulting party shall have ten (10) Normal Calendar Days in which to provide the other party with a detailed plan to cure such material default. Upon receipt of any such plan, the terminating party shall review the plan and notify the defaulting party whether or not such plan has been approved. If the plan is approved, the defaulting party shall commence to cure the default within the time set forth in the approved plan for the default to be cured. A written notice to the defaulting party that (i) the plan to cure the default is rejected, or (ii) the defaulting party has failed to cure such default in accordance with an approved plan, shall constitute termination for default under this provision.

12.2 Termination for Convenience. Customer may terminate for convenience a Facility if, at any time during the Term, a permanent cessation of Customer's business in the subject Facility occurs. Customer may also convert JEA's termination for material default into a termination for convenience as provided herein. In order to terminate for convenience, Customer must provide JEA twenty-four (24) months' written notice of its intent to terminate for convenience, and Customer must pay JEA an amount equal to the present value of the remaining Contract Demand payments for the Term of the Agreement using JEA's long term cost of funds to JEA at the time of termination for the present value calculation. Said payment shall be one lump sum amount payable to JEA in the form of a cashier's check or other method of payment acceptable to JEA, with such payment being made prior to the termination for convenience date.

12.3 Termination for Bond Status. Upon delivery of one hundred and eighty (180) days' prior written notice to Customer, JEA may terminate this Agreement if the existence of this Agreement creates a material adverse impact upon JEA's tax exempt bond status. Upon receipt of such notice, Customer shall have the right to review with JEA and its bond counsel the reason(s) for the creation of such adverse impact and to determine, in concert with JEA, whether the existence thereof can be eliminated by the amendment of this Agreement. In such event, JEA shall, before the effective date of any termination, and if Customer so elects, use its best efforts to amend the Agreement to eliminate the adverse impact. Should JEA become aware of any pending legislation or regulatory change which is likely to have an adverse impact upon JEA's tax exempt bond status due to the existence of this Agreement, JEA shall promptly notify Customer thereof. Customer, at its sole cost and expense, may contest such legislation or regulatory action, including rights of legal challenge and appeal to effect elimination of such adverse impact, and JEA shall support such activities of Customer at no cost or expense to JEA. Notwithstanding the foregoing, JEA retains the right to terminate this Agreement at any time upon delivery of one hundred and eighty (180) days' prior written notice to Customer if, in its sole reasonable judgment, this Agreement creates an adverse impact on its tax-exempt bond status; however, JEA agrees not to terminate this Agreement until the latest reasonable date as determined by JEA. If JEA terminates this Agreement pursuant to this Section 12.3, JEA shall refund the Non-Recurring Charge to Customer prior to the effective date of such termination. The refund of the Non-Recurring Charge shall be pro-rated according to the amount of time left in the term of this Agreement.

12.4 Removal of JEA Equipment and Facilities.

12.4.1 In the event of termination for any reason, JEA may enter the Facility at a reasonable time and, upon giving reasonable prior notice, cut and cap JEA's piping at the Service Valve and the Return Valve and remove all of JEA's equipment, lines, and facilities. Customer shall be responsible, at Customer's expense, for cutting and capping Customer's piping on either side of JEA's Energy Station except in the case of a termination resulting from JEA's material default. Customer shall be responsible for any reasonable loss or damage to JEA's equipment and facilities caused by Customer's cutting and capping except in the case of a termination resulting from JEA's material default. JEA shall be responsible for any reasonable loss or damage caused by JEA's removal of its equipment and facilities. Except as otherwise provided in Section 12.4.3, if JEA does not remove its equipment, lines, and facilities within thirty (30) days of termination or make other arrangements with Customer, then Customer may remove JEA's equipment and facilities at JEA's expense and JEA shall reimburse Customer for such cost within thirty (30) days after delivery of an invoice by Customer.

12.4.2 In the event JEA terminates this Agreement due to Customer's default or Customer terminates for convenience, JEA may remove its equipment, lines, and

facilities from the Facility at Customer's reasonable expense and by giving reasonable notice. Customer shall reimburse JEA within thirty (30) days of written demand for all documented reasonable third-party out-of-pocket costs incurred by JEA associated with such removal. Alternatively, at its sole discretion, JEA may abandon all or part of its equipment, lines, and facilities located within the Facility with no further responsibility or liability for abandoned equipment and facilities. Rights to remove or abandon equipment and facilities are in addition to any other rights and remedies available at law or in equity.

12.4.3 In the event Customer terminates this Agreement due to JEA's default, Customer may require JEA to remove its equipment, lines, and facilities from the Facility at JEA's reasonable expense and by giving reasonable notice. JEA shall repair damage to the Facility caused by JEA's removal of its equipment, lines, and facilities. If JEA does not remove its equipment, lines, and facilities within thirty (30) days of termination or such other time agreed to by Customer, then Customer may remove JEA's equipment, lines, and facilities. JEA shall reimburse Customer within thirty (30) days of written demand for all documented reasonable costs incurred by Customer associated with such removal.

12.5 Continuing Rights and Obligations after Termination.

12.5.1 Termination of this Agreement does not relieve either party from any obligations incurred under this Agreement prior to termination, including, but not limited to, Customer's obligation to pay any amounts outstanding for Service supplied to Customer prior to termination.

12.5.2 After Termination by either party, JEA shall continue to have the right to access its distribution lines which may cross Customer's Facility and other property.

12.5.3 Indemnity obligations survive termination and the term of this Agreement for events that occurred during the term of this Agreement and prior to termination.

13. INSURANCE.

Customer and JEA each agrees to maintain its own insurance or self-insurance for its own interest and expense. This insurance or self-insurance includes, but is not limited to, workers' compensation, general liability (premises-operations), automobile liability, and all risk property damage for assets owned or in the care, custody, or control of Customer or JEA. If any of the aforementioned insurance is purchased from insurance carriers, the purchasing party must obtain customary waivers of subrogation from its insurance carriers in favor of the other party, including the other party's employees, officers, directors, agents, successors, and assigns. These waivers of subrogation will

survive beyond the Term of this Agreement. Customer agrees to provide JEA with evidence of its insurance or self-insurance program in a form and amount reasonably acceptable to JEA. JEA agrees to provide Customer with evidence of its insurance or self-insurance program in a form and amount reasonably acceptable to Customer. If Customer has insurance, Customer will have JEA named as an additional insured; provided, however, to the extent permitted by law, JEA shall first rely on JEA's insurance or self-insurance (rather than tendering to Customer's insurer) with regards to all claims for loss of life or property or injury or damage to the person or property of any person or persons, to the extent caused by any negligent act or omission of JEA, its directors, officers, employees, and agents in connection with the performance of its duties and obligations under this Agreement.

14. FORCE MAJEURE.

14.1 As used in this Agreement, "Force Majeure event" means any event beyond the control of a party which results in the failure of some performance under this Agreement, including but not limited to the following: failure of facilities or equipment due to drought, flood, earthquake, hurricane, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, strike or labor difficulty, accident, or curtailment of supply or equipment not caused or reasonably foreseen by the party; casualty to equipment or other unavailability of equipment or replacement equipment; right of way permits required from the City of Jacksonville; licenses and other required authorizations from any federal, state, or local agency or person for any of the facilities or equipment necessary to provide or receive Service hereunder; and, restraint, order, or decree by any court or public authority.

14.2 Neither party shall be considered to be in default in respect of any obligation hereunder (other than the obligation to pay amounts due to the other party under or pursuant to this Agreement) to the extent such failure of performance shall be due to a Force Majeure event. The party affected by a Force Majeure event shall give written notice to the other party within five (5) days of the commencement of non-performance due to a Force Majeure event, identifying the nature of the event, its anticipated duration, and any action being taken to avoid or minimize its effect. Failure to provide such notice within thirty (30) days shall be deemed a waiver of any claim relating to such Force Majeure event. For continuing Force Majeure events, only one notice shall be required. The non-performing party shall use reasonable efforts to remedy its inability to perform, but neither party shall be obliged to settle or resolve a labor difficulty or to hire substitute labor on terms unacceptable to that party.

15. PLEDGE OR ASSIGNMENT.

Except as herein provided, neither party may pledge or assign its rights hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. JEA may, from time to time, assign or pledge for the benefit of any lender, mortgagee, and/or bond trustee any or all of its rights hereunder, including its rights to receive payments. Customer shall cooperate as

reasonably requested by JEA to provide information in order for JEA to secure financing and satisfy JEA's lenders. Upon prior written notice to JEA, Customer may transfer and assign this Agreement to a purchaser of the Facility; provided that any and all assignees or successors in interest provide a written confirmation attesting to their agreement to the terms and conditions of this Agreement and their intent to abide and be legally bound hereby. If this Agreement is applicable to several Facilities, Customer may only transfer and assign the Agreement as it relates to the Facility sold, and Customer continues to remain liable for any Facility not sold. If Customer fails to obtain said written agreement from any assignee or successor in interest, notwithstanding such assignment by Customer, Customer shall remain liable hereunder for all Facilities for the Term of this Agreement.

16. DISPUTE RESOLUTION.

16.1 Either party shall provide written notice to the other party within a commercially reasonable period of the occurrence of any claim, dispute, or other controversy arising out of, relating to, or in connection with this Agreement (collectively referred to as a "Dispute"). Such notice shall provide a detailed description of the facts surrounding the Dispute in sufficient detail to identify the Dispute, its character and scope, any impact on the party initiating the Dispute, and any attempts by the initiating party to mitigate such impact. The initiating party shall provide to the other party documentation supporting its written notice within twenty (20) days of the initial written notice. Any Dispute not presented to the other party within the time specified herein and not documented within the time specified herein shall be deemed to have been waived. A notice of dispute under this section may be submitted as provided in Section 17 below. For the purposes of this section, email with return receipt requested shall be a permissible manner of providing notice.

16.2 Within ten (10) business days of receipt of a notice of dispute, the receiving party shall provide to the disputing party a written response. The parties should meet in an attempt to resolve the dispute prior to proceeding to the next step. If, after meeting, the parties are still unable to resolve the dispute, the disputing party may pursue any remedies available to it at law or in equity except to the extent that any such remedy may be excluded under the terms of this Agreement.

17. NOTICES.

All notices provided for in this Agreement (other than notices designated for delivery to operating personnel, which shall be made in any manner reasonable under the circumstances), shall be made in writing and delivered in person or by registered or certified mail, return receipt requested, postage prepaid, or via national overnight courier, addressed as follows:

To JEA: JEA
Deanna Davis, Director of District Energy Systems
225 North Pearl Street
Jacksonville, Florida 32202

To Customer: Roy Birbal, Chief of Public Buildings
Department of Public Works, Public Buildings Division
555 West 44th Street
Jacksonville, Florida 32208

Notices shall be effective when received at the address specified above. Changes in the respective addresses or contact information to which such notice is directed may be made from time to time by written notice.

18. OTHER PROVISIONS.

18.1 Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida. The venue of any legal action brought or filed relating to any matter arising under this Agreement will be exclusively in the federal and state courts sitting in Duval County, Florida, having jurisdiction over such legal action.

18.2 Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void will not affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section will not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

18.3 Entire Agreement and Amendments. This Agreement, with all exhibits, attachments, and documents referenced herein constitutes the entire agreement between the parties with respect to the scope of services and terms and conditions described herein and extinguishes and supersedes any and all prior agreements and any and all amendments and prior understandings between the parties with respect to same. Furthermore, there shall be no changes, modifications, or amendments to this Agreement except by written agreement signed by both parties and executed with the same formalities.

18.4 Nonwaiver and Remedies. Failure by either party at any time to require strict performance by the other party of any provisions hereof does not release that party from its obligations under the Agreement and does not affect the right of the party thereafter to enforce the same. Each remedy under this Agreement shall be cumulative and in addition to any other remedy provided by law.

18.5 Section Headings. Section and subsection headings appearing in the Agreement are inserted for convenience of reference only and will not be construed as interpretation of text.

18.6 Incorporation of Recitals and Appendices. The recitals, any appendices to the Agreement, and applicable federal, state and local laws, rules, and regulations at the time of the Agreement's adoption are incorporated into and constitute part of this Agreement.

18.7 Preparation of Agreement. Both parties acknowledge that they have had meaningful input into the terms and conditions contained in this Agreement; therefore, any doubtful or ambiguous provisions contained herein shall not be construed against the party who physically prepared this Agreement.

18.8 Execution In Counterparts. This instrument may be executed in any number of counterparts, each of which when executed and delivered constitutes an original, and such counterparts together constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

18.9 Warranties. Each party represents and warrants that it is authorized to enter into this Agreement for the Service and to permit the System to be installed at the Facility, and that it has secured all necessary approvals for such action.

18.10 Public Records and Sunshine Law. This Agreement and any related documents are considered public records under Florida's Public Records Law, Chapter 119, Florida Statutes, unless specifically exempted by law. Customer agrees to cooperate and comply with any request made for production of Public Records. Any meetings involving two or more members of JEA at which official acts are to be taken are considered public meetings under the Florida "Government in the Sunshine Law," as contained in Chapter 286, Florida Statutes.

18.11 The parties agree that as of the Effective Date, the Original Agreement shall terminate and Customer's receipt of the Service shall be governed by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first written above.

WITNESS:

JEA

By _____

Its _____

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

JEA Chief Financial Officer

Form Approved:
Office of General Counsel

By _____
Regina Ross, JEA Chief Legal Officer

ATTEST:

CITY OF JACKSONVILLE

By _____

Its _____

Approved as to form and legality

Approved by:

EXHIBIT A

FACILITIES, CONTRACT DEMAND, AND SERVICE SPECIFICATIONS

A. FACILITIES AND CONTRACT DEMAND

1. JEA shall be the sole provider of building cooling load for the following Facilities and Contract Demand as specified below. The contract demand for the Courthouse and Main Library will be reduced as indicated below, effective on the date of the Ed Ball's Operation Date or on the date Ed Ball starts using chilled water service if the Operation Date for Ed Ball is delayed.

Phase 1 - Contract Demand from Effective Date until Ed Ball is fully connected and taking service

Facility Name	Address	Contract Demand (Tons)
Duval County Courthouse	337 W Adams St.	3,350
State Attorney's Office	311 W. Monroe St.	635
Main Library	303 N. Laura St.	1,000
Library Garage	33 W. Duval St.	85
City Hall Annex	407b N. Laura St.	100
Total		5,170

Phase 2 - Contract Demand from date when Ed Ball is fully connected and taking service

Facility Name	Address	Contract Demand (Tons)
Duval County Courthouse	337 W Adams St.	2,950
State Attorney's Office	311 W. Monroe St.	635
Main Library	303 N. Laura St.	800
Library Garage	33 W. Duval St.	85
City Hall Annex	407 N. Laura St.	100
Ed Ball	214 N. Hogan St.	600
Total		5,170

2. For Newly Connected Facilities, if at any time after the first anniversary of the Operation Date of the Facility, Customer determines that the Contract Demand is greater than Customer's Actual Demand, Customer may request, no more than one time in a rolling three-year period, that JEA reduce the Contract Demand. Any such request must be in writing, and upon receipt of such request, JEA shall study Customer's cooling requirements by evaluating parameters such as the building's occupancy, Actual Demand versus ambient dry bulb and wet bulb temperatures, and any other information. Upon completion of JEA's study, JEA shall adjust the Contract Demand, if warranted, based upon JEA's findings. The decision to adjust the Contract Demand shall be in JEA's sole reasonable discretion. The Contract Demand shall never be adjusted to an amount less than 90% of the original Contract Demand, except that:
 - (a) (i) if Customer has grossly overestimated the Contract Demand, or (ii) if Customer institutes measurable energy conservation measures which reduce the Actual Demand; and
 - (b) if Customer or JEA finds a third party buyer and JEA is able to resell all or a portion of the Customer's overestimated or excess Contract Demand

to a new or existing customer, then

JEA shall reduce Customer's Contract Demand by such resold amount. Customer must submit a written request for JEA's approval of a third party buyer for all or a portion of Customer's overestimated amount, and such approval will not be unreasonably withheld. JEA will use reasonable efforts to resell all or a portion of such overestimated amount of Contract Demand; however, JEA is not obligated to make such resale. Customer will pay all costs not paid by the third party buyer that are associated with the reselling of Customer's excess portion of its Contract Demand.

B. CHILLED WATER SERVICE SPECIFICATIONS

1. JEA shall supply chilled water to Customer within the normal supply temperature range as measured at the Service Valve, such range nominally between 39 and 43 degrees F. Intermittent and short-duration excursions in temperature due to cycling of equipment or other normal operational activities are considered normal occurrences.
2. Maintaining high differential temperature between the chilled water supply and the chilled water return is critical to the efficient and economical operation of JEA's district cooling system. Customer shall operate the building air conditioning system in a manner that returns water at an increased temperature of at least 15°F, to be measured at the Return Valve. If there is less than a 15°F increase in temperature, then Customer shall pay a delta T penalty as computed pursuant to JEA's Chilled Water Service Rate Schedule, also known as the DES Tariff.

EXHIBIT B

MEMORANDUM FROM JEA TO COJ OUTLINING LOAD REASSIGNMENT FROM SOME EXISTING SERVICES TO ED BALL FACILITY



April 25, 2025

Roy Birbal, CFM
Chief of Public Buildings
Department of Public Works | Public Buildings Division
555 W. 44th Street
Jacksonville, Florida 32208

Re: Chilled Water Service Agreement

Dear Mr. Birbal,

Attached is a draft of the contract for chilled water services to your facilities in JEA Downtown chilled water district. The same agreement will be used for the facilities in the Hogans Creek chilled water district with the modification of exhibit A, which will list the facilities in the Hogans Creek chilled water system.

An analysis of the 15-min interval plant data for the past 24 months was performed to determine actual load pulled from your facilities in the Downtown District. Based on this, 400 tons are being allocated from the Courthouse to the Ed Ball building, and 200 tons are being allocated from the Library to the Ed Ball building.

The current chilled water contract will be considered null and void on the execution date of the new agreement.

Thank you so much for working with us and giving us the opportunity to provide chilled water services to your facilities.

Please don't hesitate to contact me if you have any questions.

Sincerely,

Deanna Davis

Deanna Davis, P.E.
Director, District Energy Services

cc copy:
Tracy Day, Director Business Clients Relationships
Dan Weaver, Manager District Energy Operations
Maritza Rivera-Clapp, P.E., Chilled Water Specialist

EXHIBIT C



Customer-Requested Design Parameters for Chilled Water Service

- i. Location of service to enter building (please include drawings or schematics): _____
- ii. Location of energy transfer station room (please include drawings or schematics): _____
- iii. Reference Pressure: _____
- iv. Required Load (Tons) – please provide engineering calculations: _____
- v. Supply Temperature: _____
- vi. Return Temperature (Delta): _____
- vii. Highest System Pressure: _____
- viii. Number of floors: _____
- ix. Total Building Height (feet): _____
- x. Size of supply and return lines needed for customer (in): _____
- xi. Desired in-service date for Temporary Service: _____
- xii. Desired Temporary Load (Tons): _____
- xiii. Desired in-service date for Permanent Service: _____

EXHIBIT D

Energy Station Guidelines will be inserted here