

**AMENDED AND RESTATED  
TRANSMISSION OPERATOR ALLIANCE AGREEMENT**

**AMONG**

**ORLANDO UTILITIES COMMISSION, KISSIMMEE UTILITY AUTHORITY,  
THE CITY OF JACKSONVILLE BEACH, D/B/A, BEACHES ENERGY SERVICES  
AND CITY OF LAKE WORTH BEACH**

**THIS AMENDED AND RESTATED TRANSMISSION OPERATOR ALLIANCE AGREEMENT (“Alliance Agreement”)** is made as of the \_\_\_\_ day of \_\_\_\_\_, (the “**Effective Date**”) by and between **ORLANDO UTILITIES COMMISSION (“OUC”), KISSIMMEE UTILITY AUTHORITY (“KUA”), and THE CITY OF JACKSONVILLE BEACH, D/B/A, BEACHES ENERGY SERVICES (“BEACHES ENERGY”)** (collectively referred to as the “**Original Parties**”) and **CITY OF LAKE WORTH BEACH (“CLWB”)**, (the Original Parties and CLWB shall be collectively referred to herein as the “**Parties**” and separately as a “**Party**”).

**RECITALS**

**WHEREAS**, each of the Parties is a NERC registered Transmission Operator (“**TOP**”) responsible for the reliability of its local Transmission system; and

**WHEREAS**, the Original Parties formed a joint Bulk Electric System Transmission Operator alliance (the “**Alliance**”) to reduce their respective liabilities related to CIP compliance and achieve greater efficiencies and cost savings through economies of scale realized from creating a single centralized TOP Control Center (primary and back-up) and share in the cost of operating one centralized TOP; and

**WHEREAS**, the Original Parties entered into that certain Transmission Operation Alliance Agreement dated January 22, 2015 (the “**Original Agreement**”), under which OUC was designated and authorized to act as the NERC certified system operator for the Alliance, to govern the operation of the Alliance; and

**WHEREAS**, CLWB desires to become a member of the Alliance and the Original Parties agree to allow CLWB to become a member of the Alliance, on the terms and conditions set forth herein; and

**WHEREAS**, the Parties desire to amend and restate the Original Agreement in its entirety to reflect admission of CLWB into the Alliance, as set forth in this Alliance Agreement.

**NOW THEREFORE**, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **DEFINITIONS.** The Parties agree that in construing this Alliance Agreement, capitalized words, phrases and terms used in this Alliance Agreement unless the context requires otherwise shall have the meaning set forth in Schedule A to this Alliance Agreement, which is incorporated herein by this reference.

3. **TERM AND TERMINATION.** This Alliance Agreement shall commence on the Effective Date and shall continue in perpetuity; provided, however, that any Party at any time may withdraw from the Alliance, and thereby terminate its participation in this Alliance Agreement, upon giving written notice of its intent to withdraw to all Parties no later than three years prior to the notified termination date.

4. **ORGANIZATION AND GOVERNANCE.**

(a) **Establishment of Committees.** As a means of securing effective cooperation, exchange of information and orderly management of the Alliance, the Parties agree that oversight and governance of the Alliance will be provided by an Executive Committee and an Operating Committee shall be established for oversight of operational matters as set forth below:

(i) **Executive Committee.** Each Party, by written notice signed by an officer duly authorized to commit such Party, shall designate a representative to serve on the Executive Committee and an alternate authorized to act in the absence of the designated representative.

(1) **Function of the Executive Committee.** The Executive Committee shall implement this Alliance and shall be responsible for determining policy with respect to all matters within the scope of this Alliance. The Executive Committee will further serve to resolve any disputes between the parties arising under the Alliance prior to going into litigation. Each member of the Executive Committee shall be entitled to one vote. All decisions by the Executive Committee shall be by a super majority consent (greater than 2/3 or 67% of those members present).

(2) **Executive Committee Meetings.** At least ten (10) days written notice of any meetings of the Executive Committee shall be given by the chairman to each member and alternate member of the Executive Committee. The notice shall state the time and place of the meeting and shall include an agenda of the items to be considered. Except by unanimous consent of those present, no action shall be taken on any item other than those included on the agenda. The roles of committee officers and the parliamentary procedure used to conduct meetings shall be as generally described in Robert's Rules of Order.

(3) **The Executive Committee,** at least annually at an appropriate location, shall review the operations of the Alliance and make a good faith effort to resolve any inequities for any of the Parties which have arisen from the operation of the Alliance, or as a result of the terms of the definitive agreement or any other agreement(s) between the Parties. The Executive Committee shall meet at least annually and at such times as the chairman may determine or as requested by two or more of the Executive Committee members.

(4) A representative from OUC shall serve as the inaugural chairman of the Executive Committee for an initial term to be decided by the Executive Committee. The Executive Committee shall select from among its members a vice chairman who will serve for the initial term. Thereafter, the Executive Committee shall select from among its members a chairman and vice chairman who will serve a term of two years. Commencing thereafter, and every two years thereafter, the vice chairman shall become the chairman and a new vice chairman shall be selected by the Executive Committee. If the chairman or vice chairman position becomes vacant, the Executive Committee shall select from among its members a chairman or vice chairman who shall serve the remainder of the term for the vacant position. Notwithstanding the foregoing, should the chairman position becomes vacant and a vice chairman was selected, then said vice chairman shall become the new chairman and a new vice chairman shall be selected by the Executive Committee.

(ii) Appointment of Members to Operating Committee. Each member of the Executive Committee shall appoint by written notice to the other members, a representative and alternate(s) to serve on the Operating Committee.

(1) Function of the Operating Committee. The Operating Committee shall be responsible for oversight of operational matters with respect to the Alliance and shall develop an Alliance Handbook (“Handbook”) containing governing practices, procedures, policies, methodologies and other governing document for the Alliance and shall submit the same to the Executive Committee for approval. These practices shall be consistent with applicable NERC Reliability Standards where applicable. The Operating Committee shall also be responsible for ensuring the performance of all tasks and functions associated with compliance with the NERC Reliability Standards requirements. In order to fulfill the assigned responsibilities, the Operating Committee chairman shall have the authority to establish such subcommittees, working groups and task forces as he or she deems necessary. The Executive Committee may delegate authority to the Operating Committee to amend certain portions of the Handbook; decisions on such amendments shall be by the same voting requirements of the Executive Committee. All other decisions of the Operating Committee shall be by a majority vote of those members present. In the event of a tie-vote during Operating Committee meetings and a necessity to proceed with a timely decision due to safety, operational, compliance or economic considerations, the chairman of the Operating Committee shall communicate to the Executive Committee the details around any vote that requires a tie-breaking vote. Subsequently, the Executive Committee shall convene and cast the tie-breaking vote.

(2) Operating Committee Meetings. Except as provided in Section (4)(a)(ii)(3) below, at least ten (10) days written notice of any meetings of the Operating Committee shall be given by the chairman to each member of the Operating Committee. The notice shall state the time and place of the meeting and shall include an agenda of the items to be considered. Except by unanimous consent of those present, no action shall be taken on any item other than those included on the agenda. The roles of committee officers and the parliamentary procedure used to conduct meetings shall be as generally described in Robert’s Rules of Order.

(3) The Operating Committee, at least annually, shall review the operations of the Alliance and make a good faith effort to resolve any inequities for any of the Parties which have arisen from the operation of the Alliance, or as a result of the terms of the

definitive agreement or any other agreement(s) between the Parties. The Operating Committee shall meet in person at least annually and at such times as the chairman may determine or as requested by two or more of the Operating Committee members. Notwithstanding anything to the contrary herein, the chairman may call for meetings or conference calls, with or without notice, on an as needed basis when operational circumstances or compliance related events dictate.

(4) A representative from OUC shall serve as the inaugural chairman of the Operating Committee for an initial term to be decided by the Operating Committee. The Operating Committee shall select from among its members a vice chairman who will serve for the initial term. Thereafter, the Operating Committee shall select from among its members a chairman and vice chairman who will serve a term of two years. Commencing thereafter, and every two years subsequently, the vice chairman shall become the chairman and a new vice chairman shall be selected by the Operating Committee.

(b) Authorization of Committee Action and Conduct of Meetings. The Parties recognize that certain actions or recommendations of the Executive and Operating Committees may require further authorization of their respective governing boards consistent with existing charter and other procedures applicable to each. The Parties further acknowledge that the Executive and Operating Committees need to be familiar with and be prepared to comply with all applicable notice, recordkeeping and other requirements set forth in Florida's open meetings law, as set forth in Florida Statutes, Chapter 286, to the extent meetings of either committee are subject to the law.

5. **ROLES, RESPONSIBILITIES AND AUTHORITY OF THE PARTIES.** The roles, responsibilities and authority of the Parties in conducting the business of the Alliance are set forth in the following:

(a) TOP Alliance Handbook. After execution of this Agreement, the Parties will develop a TOP Alliance Handbook ("Handbook") containing the governing policies, procedures, methodologies and similar governing documents for the business of the Alliance. The TOP Alliance Handbook will be approved by the Executive Committee and is hereby incorporated into this agreement by reference. Amendments to the Handbook may be made by the Executive Committee, which may delegate authority to amend certain portions of the Handbook to the Operating Committee.

(b) Registration Assignment. OUC shall act as Agent for the performance of TOP Control Center based functions and as such OUC shall be the NERC certified System Operator for the Parties' Bulk Electric System with respect to Transmission Operations Control Center functions. The Parties agree to enter into a NERC Coordinated Functional Registration Agreement ("Registration Agreement") with OUC as necessary for the performance of and compliance with all NERC Reliability Standards and requirements within said standards with respect to the matters contemplated herein, and is attached hereto and incorporated herein as Registration Agreement. The responsibility for performing and demonstrating compliance to each individual NERC requirement applicable to TOPs will be set forth within the Registration Agreement ("CFR Spreadsheet: CEP-IDE-305"), as may be amended. Any requirements not assigned to OUC according to the Registration Agreement will remain the responsibility of the individual entities. The Registration Agreement will be submitted to SERC for approval;

however non-approval does not release any member from performance of said requirements as assigned in the Registration Agreement. Amendments to the Registration Agreement shall be considered upon changes in regulation, such as when FERC approves a NERC standard, and best efforts by all Parties shall be made to incorporate any necessary changes to comply with the new or revised regulation before the effective date of that regulation. OUC shall be responsible for maintaining the Registration Agreement and bringing to the attention of the Executive Committee required modifications. Any necessary amendments to the Registration Agreement shall be made by the Executive Committee.

Parties agree to provide OUC, as needed, with sufficient data and information to demonstrate full compliance with requirements assigned to OUC as identified within the Registration Agreement but not specifically required to be performed within a Control Center.

In addition, the Parties agree to:

- (a) Authorize OUC to arrange for new interchange agreements if needed.
- (b) Provide OUC with studies to be used to plan for reliable operations.
- (c) Ensure the TOP System Operator participates in the Parties system planning process.
- (d) Notify OUC of any of the following:
  - (i) Intent to implement an Under Voltage Load Shed system
  - (ii) Any changes in protection systems configurations or settings
  - (iii) Any relay or equipment failures
  - (iv) Any significant changes in load
- (e) Implement and abide by the following which may be modified from time to time and or hereby incorporated by reference:
  - (i) OUC GMD Operating Procedure
  - (ii) OUC Event Reporting Operating Plan
  - (iii) OUC SOL Identification Methodology
- (c) Other OUC Responsibilities. OUC will further be responsible for:
  - a. Maintaining OUC Control Center Facility to the current version of the NERC CIP Standards
  - b. Maintaining NERC Certified Personnel.

- c. Ensuring the Control Center Operators follow OUC operational procedures and processes.
- d. Obtaining TOP Control Center Certification.
- e. Fulfilling applicable obligations of the Reliability Coordinator (e.g., the FRCC Handbook), including those not contained within the NERC standards.

(d) No Preference. OUC will perform its responsibilities associated with this Alliance Agreement without any preferential treatment to any member of the Alliance.

## 6. COST AND LIABILITY SHARING

(a) Initial Cost. The Original Parties have made a one-time, non-refundable fee for the initial investment, set-up for each Party and upgrading of the Control Center. The initial cost was set at \$585,000 per participant based on the number of original Alliance members. Should additional participants (“**New Members**”) enter into the Alliance, they shall be responsible for all modeling (SCADA, EMS, etc.) and other up-front costs associated with integration into the Alliance and such other charges as determined by the Executive Committee.

(b) Annual Operating Costs. Each Party agrees to an equal share in the actual cost of operating the Control Center(s) including costs associated with system operators, EMS support, software, hardware, and compliance labor.

(c) Sharing of Penalties, Sanctions or Fines.

(i) Unless overridden by unanimous vote of the Executive Committee, any penalties, sanctions, fines or costs associated therewith assessed by FERC, NERC, or SERC upon OUC for OUC’s responsibilities as established in the Registration Agreement for actual or alleged violations of a Reliability Standard, except as caused by gross negligence, shall be allocated equally amongst the Parties. This equal allocation shall not apply to penalties, sanctions, fines or costs (“liability”) assessed against any Party for any requirement not set forth in the Registration Agreement. Such liability would remain that Party’s responsibility alone.

(ii) Any penalties, sanctions, fines or costs associated therewith assessed by FERC, NERC, or SERC upon a Party other than OUC for that Party’s responsibilities as established in the Registration Agreement for actual or alleged violations of a Reliability Standard shall be borne by that Party.

(d) Annual Budgeting Process.

(i) Budgeted Expenditures. Annually, by April 30th, OUC will present an operating budget and capital plan to the Executive Committee. The purpose shall be to inform the Alliance members as to their expected share of the expenses so they can properly adjust their own budgets for the upcoming fiscal year. The operating component of the budget will be comprised primarily of System Operator, Compliance staff, and EMS labor charges and will be considered non-

discretionary. Approval by the Executive Committee shall be requested and such approval shall not be unreasonably withheld. The capital plan will be a forecast of the capital expenditures that OUC deems necessary for the upcoming year. Approval by the Executive Committee shall be requested and such approval shall not be unreasonably withheld. OUC shall not be obligated to and shall have sole discretion whether to fund any portion of the budget that is not approved by the Executive Committee.

(ii) Budget Amendments. In the course of any business, situations arise where expenditures may be required that were unexpected at the time the budget was formulated. For such cases, where expenditures are forecast to exceed the originally presented budgets, OUC shall develop a budget amendment and seek approval by the Executive Committee (“Budget Amendment”).

(iii) Actual vs. Budget Reporting. At a frequency determined by the Executive Committee, but, initially quarterly, OUC shall report on actual expenditures as compared to budget.

(e) Payment. OUC shall invoice the Alliance members monthly and such monthly invoice shall include: (i) a portion of the Initial Costs as set forth in paragraph 6(a) of this Alliance Agreement, if any and if payment for those costs are to be scheduled over a mutually agreed number of months; and (ii) actual Operating Costs as set forth in paragraph 6(b) of this Alliance Agreement. Each Party agrees to pay OUC all amounts due within 30 days of receipt of the monthly invoice. In the event of any dispute as to any portion of any bill, the Party shall nevertheless pay the full amount of the disputed charges when due and shall, within 45 days from the date of the disputed bill, give written notice of the dispute to the Executive Committee for settlement within 60 days. Such notice shall identify the disputed bill, state the amount in dispute and set forth a full statement on the ground on which the dispute is based. No adjustment shall be considered or made for disputed charges unless required notice is given.

(f) Audit Rights. Any Party or its designee shall have the right, at its sole expense and during normal working hours, to examine any and all records to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Alliance Agreement and/or the operation of the Alliance. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the interest rate of one percent (1%) per month, compounded monthly from the date the overpayment or underpayment was made until paid. The aforesaid audit rights are limited to 24 months after the issuance of any particular invoice.

## 7. ADMISSION OF NEW MEMBERS

(a) New members may be admitted to the Alliance from time to time, subject to approval of the Executive Committee and compliance with the provisions of Section 6 (a) and following compliance with the provisions of Section 6 (b).

(b) In order for a New Member to be admitted to the Alliance, such entity shall have executed and delivered to the Parties a written undertaking substantially in the form of the Joinder Agreement, which is attached hereto as Joinder Agreement and incorporated herein.

8. **DISPUTES RESOLUTION.** The Parties shall first negotiate in good faith to attempt to resolve any dispute, controversy or claim arising out of, under, or relating to the Alliance (a “Dispute”). In the event the Parties are unsuccessful in resolving a Dispute through such negotiations, the Parties must elevate the Dispute to the Executive Committee. If the Executive Committee cannot reach consensus in accordance with its parliamentary procedures, either Party may proceed immediately to litigation concerning the Dispute.

(a) **Good-Faith Negotiations.** The process of “good-faith negotiations” requires that each Party set out in writing to the other its reason(s) for adopting a specific conclusion or for selecting a particular course of action, together with the sequence of subordinate facts leading to the conclusion or course of action. The Parties shall attempt to mutually agree to a resolution of the Dispute. A Party shall not be required as part of these negotiations to provide any information which is confidential or proprietary in nature unless it is satisfied in its discretion that the other Party will maintain the confidentiality of and will not misuse such information or any information subject to attorney-client or other privilege under applicable law regarding discovery and production of documents.

(b) The negotiation process shall include at least one meeting to discuss any Dispute (with no obligation to have more than two meetings). Each Party must be represented at such meeting(s) by a person who has the authority to resolve the Dispute or has the authority to recommend settlement to the Party’s general manager or governing board. Unless otherwise mutually agreed, the first meeting shall take place within ten days after either Party has received notice from the other of the desire to commence formal negotiations concerning the Dispute. Unless otherwise mutually agreed, the second meeting shall take place no more than ten days later. In the event a Party refuses to attend a negotiation meeting, either Party may proceed immediately to the Executive Committee concerning the Dispute.

9. **INDEMNIFICATION.** To the extent permitted by law and without waiving sovereign immunity or the limits of liability contained in Florida Statute 768.28, each Party shall indemnify the other Parties and each of the other Party’s respective commissioners, directors, officers, managers, employees, agents, representatives, successors and assigns (the “Indemnified Parties”) from and against any and all claims brought by third parties for personal injury, death or property damage, including attorneys’ fees, which arise out of the Party’s willful misconduct, gross negligence, or willful violation of state, federal or local law in the performance of work, services or operations pursuant to the Transmission Operator Alliance Agreement. This Section 9 does not apply to any penalties, sanctions, fines, or costs referenced in Section 6.

10. **NOTICES.** Any notices which may be permitted or required hereunder shall be in writing, shall be delivered both electronically via e-mail and physically by overnight courier or hand delivery, and shall be deemed to have been duly given (i) one day after depositing with a nationally recognized overnight courier service, or (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, Eastern Standard Time, as applicable), to the address listed below or to



such other address as a Party may from time to time designate by written notice in accordance with this paragraph:

- To OUC: Vice President, Transmission  
100 West Anderson Street  
Orlando, Florida 32802
  
- With a copy to: Office of General Counsel  
100 West Anderson Street  
Orlando, Florida 32802
  
- To KUA: Vice President of Operations  
1701 W. Carroll St.  
Kissimmee, FL 34741
  
- With copy to: General Counsel  
1701 W. Carroll St.  
Kissimmee, FL 34741
  
- To Beaches Energy: Mike Staffopoulos  
City Manager  
CityManager's Office@jaxbchfl.net  
11 3<sup>rd</sup> St. N  
Jacksonville Beach, FL 32250
  
- With copy to: Allen Putnam  
Electric Director  
aputnam@beachesenergy.com  
Beaches Energy Services  
1460 Shetter Avenue  
Jacksonville Beach, FL 32250
  
- With copy to: Kenneth Wathen  
System Operations Supervisor  
kwathen@beachesenergy.com  
Beaches Energy Services  
1460 Shetter Avenue  
Jacksonville Beach, FL 32250
  
- With copy to: Don Cuevas  
Engineering Supervisor  
dcuevas@beachesenergy.com  
Beaches Energy Services  
1460 Shetter Avenue  
Jacksonville Beach, FL 32250
  
- With copy to: Carolyn Woodard

Regulatory Compliance Officer  
Electrical Engineer  
[cwoodard@beachesenergy.com](mailto:cwoodard@beachesenergy.com)  
Beaches Energy Services  
1460 Shetter Avenue  
Jacksonville Beach, FL 32250

To CLWB: ~~\_\_\_\_\_~~ Jamie Brown  
~~Jamie Brown~~  
City Manager  
7 North Dixie Highway  
Lake Worth Beach, FL 33460  
jbrown @LakeWorthBeachfl.gov

With copy to: ~~\_\_\_\_\_~~ Edward Liberty  
~~Edward Liberty~~  
Director of Electric Utilities  
1900 2nd Avenue North  
Lake Worth Beach, FL 33461  
eliberty@LakeWorthBeachfl.gov

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With copy to: ~~\_\_\_\_\_~~ Jason Bailey  
~~Jason Bailey~~  
Assistant Director – System Operations  
1900 2nd Avenue North  
Lake Worth Beach, FL 33461  
jbailey@LakeWorthBeachfl.gov

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With copy to: ~~\_\_\_\_\_~~ Alyssa Kirk  
~~Alyssa Kirk~~  
NERC Compliance Manager  
1900 2nd Avenue North  
Lake Worth Beach, FL 33461  
akirk@LakeWorthBeachfl.gov

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11. **NO JOINT VENTURE.** The Parties intend by this Alliance Agreement to establish the basis upon which they will cooperate together, but on an independent basis. This Alliance Agreement does not constitute or create a joint venture, partnership, or any other similar arrangement between the Parties. Each of the Parties are independent and except as expressly provided herein, none of them are an agent of, nor has the authority to bind the others for any purpose. No Party shall bind any other, or represent that it has the authority to do so.

12. **NO CONSEQUENTIAL DAMAGES.** Notwithstanding anything to the contrary elsewhere in the Alliance Agreement, in no event shall any Party be liable to any other Party for indirect, incidental, special or consequential damages, including, but not limited to, loss of

revenue, loss of profit, cost of capital, or loss of opportunity regardless of whether such liability arises out of contract, tort (including negligence), strict liability, or otherwise.

13. **NO THIRD-PARTY BENEFICIARIES.** This Alliance Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective successors and upon their assigns pursuant to the provisions of Section 15 hereof. Nothing in this Alliance Agreement, express or implied, is intended to confer upon any other person, organization or entity any rights or remedies hereunder.

14. **AMENDMENTS AND WAIVERS.** Each Party may request changes to this Alliance Agreement. Any changes, modifications, revisions or amendments to this Alliance Agreement which are mutually agreeable upon and between the Parties to this Alliance Agreement shall be incorporated by written instrument and effective when executed and signed by all Parties to this Alliance Agreement.

15. **NO ASSIGNMENT.** No Party may assign or otherwise transfer to or permit any third-parties to exercise any rights granted hereunder unless approved by all Parties.

16. **CHANGES IN LAW.** The understandings contained herein are premised upon and assume a continuation of present laws and regulations and the administration interpretation and application thereof in substantially the same manner as on the Effective Date of this Agreement. Should any applicable law or regulation, or the administration or interpretation thereof by NERC or any governmental entity, change in any manner, and any such change increases the cost to OUC for providing the centralized TOP Control Centers, (including the imposition of any new tax, fee or surcharge other than federal, state or local taxes based on net income), then OUC shall be entitled to calculate the impact thereof and recover such added expenses without profit, on an equitable pro rata basis, from all of the Parties in accordance with the budgeting process described in Section 6(d) of this Alliance Agreement.

17. **MISCELLANEOUS.**

(a) **Entire Agreement.** This Alliance Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein.

(b) **Applicable Law.** This Alliance Agreement shall be construed in accordance with the laws of the State of Florida.

(c) **Headings.** The section headings in this Alliance Agreement are for convenience only, shall in no way define or limit the scope or content of this Alliance Agreement, and shall not be considered in any construction or interpretation of this Alliance Agreement or any part hereof.

(d) **Construction.** Where the sense of this Alliance Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term.

(e) Counterparts. This Alliance Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Alliance Agreement

(f) Representation. The Party's City Manager or General Manager, will have the authority to execute and amend any exhibits to this agreement and is designated as the official with the full power to represent the party in all dealings related to this agreement.

**IN WITNESS WHEREOF**, the Parties to this Alliance Agreement through their duly authorized representatives have executed and delivered this Alliance Agreement to evidence their respective agreement to its terms and conditions of this Alliance Agreement.

ATTEST:

ORLANDO UTILITIES COMMISSION

By: \_\_\_\_\_

\_\_\_\_\_  
Clint Bullock  
General Manager & CEO

Title: \_\_\_\_\_

Approved As To Form And Legality

\_\_\_\_\_  
Attorney

ATTEST:

KISSIMMEE UTILITY AUTHORITY

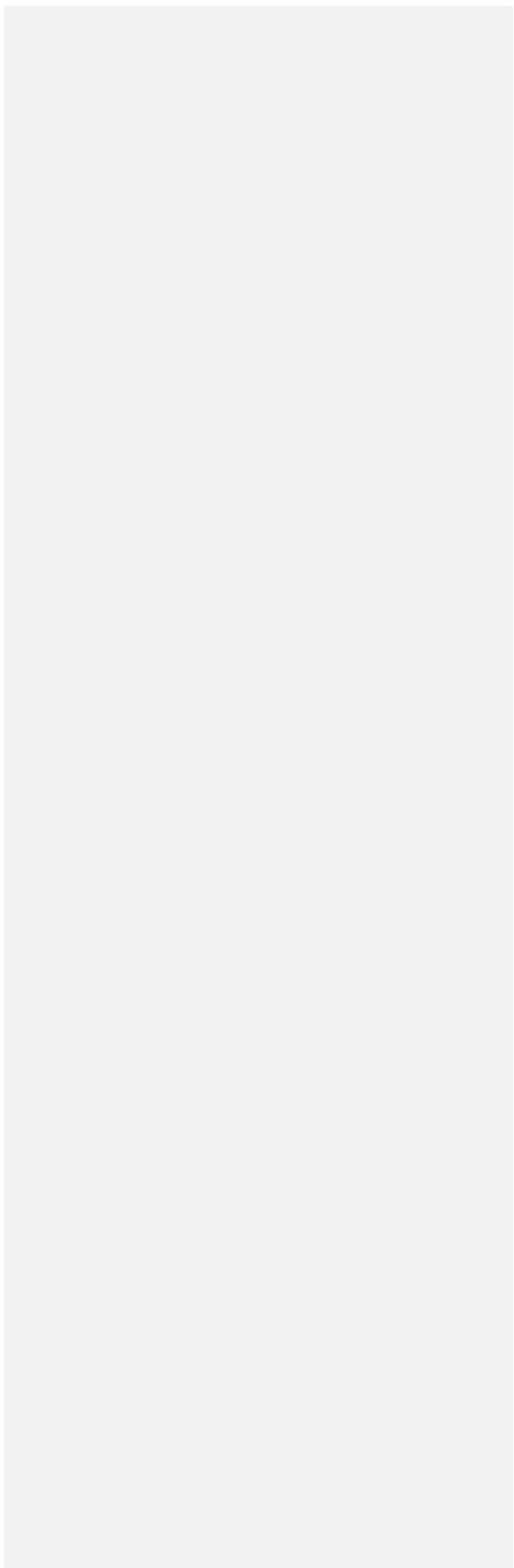
By: \_\_\_\_\_

\_\_\_\_\_  
Brian Horton  
President & General Manager

Title: \_\_\_\_\_

Approved As To Form And Legality

\_\_\_\_\_  
Attorney



ATTEST:

BEACHES ENERGY SERVICES

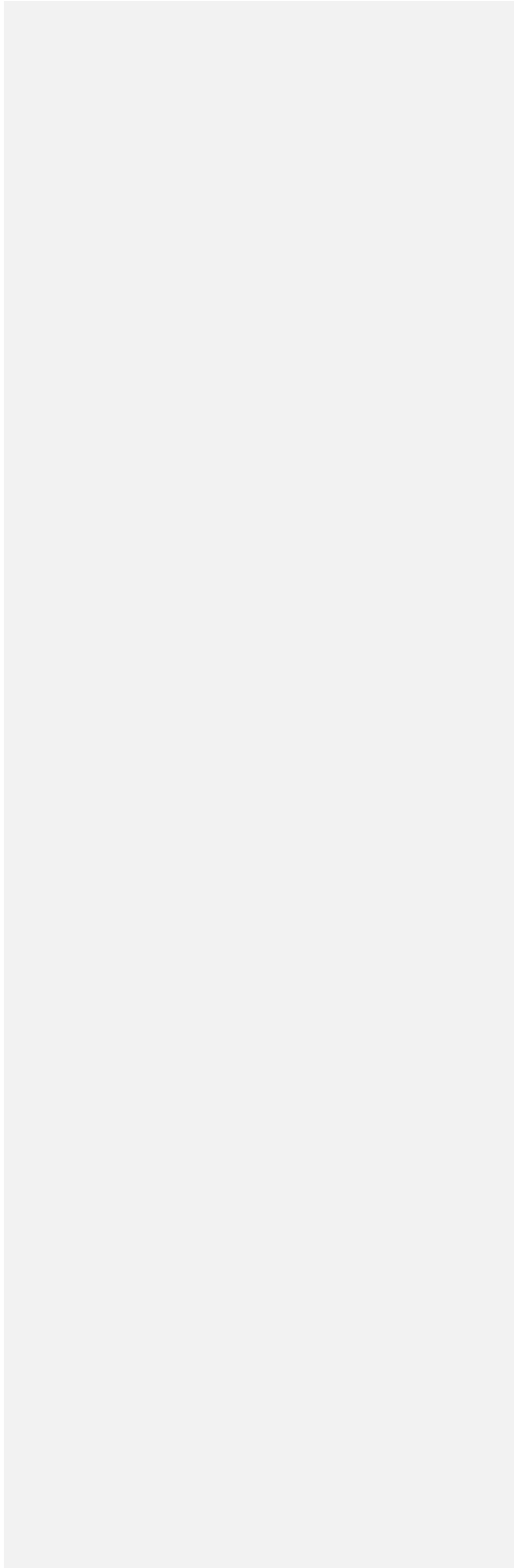
By: \_\_\_\_\_

\_\_\_\_\_  
Mike Staffopoulos  
City Manager

Title: \_\_\_\_\_

Approved As To Form And Legality

\_\_\_\_\_  
Attorney



ATTEST:

CITY OF LAKE WORTH BEACH, FLORIDA

By:

\_\_\_\_\_  
Melissa Ann Coyne, City Clerk

By:

\_\_\_\_\_  
Betty Resch, Mayor

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

By:

\_\_\_\_\_  
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY:

By:

\_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director



## **SCHEDULE A**

### **DEFINITIONS**

Agent: OUC acting as the agent of Alliance members, for the sole and limited purpose of performing the TOP Agent Functions as enumerated herein.

TOP Control Center Functions: Those NERC requirements applicable to a TOP registered entity, and performed by a Certified System Operator within a Control Center.

Bulk Electric System or "BES" (becomes effective on 7/1/14): Unless modified by the lists shown below, all Transmission Elements operated at 100 kV or higher and Real Power and Reactive Power resources connected at 100 kV or higher. This does not include facilities used in the local distribution of electric energy.

#### Inclusions:

- I1 - Transformers with the primary terminal and at least one secondary terminal operated at 100 kV or higher unless excluded under Exclusion E1 or E3.
- I2: Generating resource(s) including the generator terminals through the high-side of the step-up transformer(s) connected at a voltage of 100 kV or above with:
  - Gross individual nameplate rating greater than 20 MVA. Or,
  - Gross plant/facility aggregate nameplate rating greater than 75 MVA
- I3 - Blackstart Resources identified in the Transmission Operator's restoration plan.
- I4: Dispersed power producing resources that aggregate to a total capacity greater than 75 MVA (gross nameplate rating), and that are connected through a system designed primarily for delivering such capacity to a common point of connection at a voltage of 100 kV or above. Thus, the facilities designated as BES are:
  - The individual resources, and
  - The system designed primarily for delivering capacity from the point where those resources aggregate to greater than 75 MVA to a common point of connection at a voltage of 100 kV or above.
- I5: Static or dynamic devices (excluding generators) dedicated to supplying or absorbing Reactive Power that are connected at 100 kV or higher, or through a dedicated transformer with a high-side voltage of 100 kV or higher, or through a transformer that is designated in Inclusion I1 unless excluded by application of Exclusion E4

#### Exclusions:

- E1 - Radial systems: A group of contiguous transmission Elements that emanates from a single point of connection of 100 kV or higher and:
  - a) Only serves Load. Or,
  - b) Only includes generation resources, not identified in Inclusion I3, with an aggregate capacity less than or equal to 75 MVA (gross nameplate rating). Or,
  - c) Where the radial system serves Load and includes generation resources, not identified in Inclusion I3, with an aggregate capacity of non-retail generation less than or equal to 75 MVA (gross nameplate rating).

Note 1: A normally open switching device between radial systems as depicted on prints or one-line diagrams for example, does not affect this exclusion)

- Note 2: The presence of a contiguous loop, operated at a voltage level of 50 kV or less between configurations being considered as radial systems, does not affect this exclusion. E2 - A generating unit or multiple generating units on the customer's side of the retail meter that serve all or part of the retail Load with electric energy if: (i) the net capacity provided to the BES does not exceed 75 MVA, and (ii) standby, back-up, and maintenance power services are provided to the generating unit or multiple generating units or to the retail Load by a Balancing Authority, or provided pursuant to a binding obligation with a Generator Owner or Generator Operator, or under terms approved by the applicable regulatory authority.
- E3 - Local networks (LN): A group of contiguous transmission Elements operated at or above 100 kV but less than 300 kV that distribute power to Load rather than transfer bulk power across the interconnected system. LN's emanate from multiple points of connection at 100 kV or higher to improve the level of service to retail customer Load and not to accommodate bulk power transfer across the interconnected system. The LN is characterized by all of the following:
  - a) Limits on connected generation: The LN and its underlying Elements do not include generation resources identified in Inclusion I3 and do not have an aggregate capacity of non-retail generation greater than 75 MVA (gross nameplate rating);
  - b) Power flows only into the LN and the LN does not transfer energy originating outside the LN for delivery through the LN; and
  - c) Not part of a Flowgate or transfer path: The LN does not contain a monitored Facility of a permanent Flowgate in the Eastern Interconnection, a major transfer path within the Western Interconnection, or a comparable monitored Facility in the ERCOT or Quebec Interconnections, and is not a monitored Facility included in an Interconnection Reliability Operating Limit (IROL).

- E4 – Reactive Power devices owned and operated by the retail customer solely for its own use. Note - Elements may be included or excluded on a case-by-case basis through the Rules of Procedure exception process.

Control Center: One or more facilities hosting operating personnel that monitor and control the Bulk Electric System (BES) in real-time to perform the reliability tasks, including their associated data centers, of: 1) a Reliability Coordinator, 2) a Balancing Authority, 3) a Transmission Operator for transmission Facilities at two or more locations, or 4) a Generator Operator for generation Facilities at two or more locations.

Coordinated Functional Registration: refers to where two or more registered entities agree to a division of compliance responsibility among them for a particular function. A written agreement between the co-registrants identifies each entity's responsibility for one or more NERC Reliability Standards for that function, and may specify each entity's responsibility for one or more requirements within a standard(s).

Critical Infrastructure Protection Standards: refers to the standards and requirements promulgated by NERC covering the security of electronic perimeters and the protection of critical cyber assets as well as personnel and training, security management and disaster recovery planning.

EMS: Energy Management System.

FERC: The Federal Energy Regulatory Commission, or its successor.

FRCC: The Florida Reliability Coordinating Council, Inc., or its successor.

SERC: SERC Reliability Corporation, or its ~~successor~~ successor.

Joinder Agreement: means the joinder agreement in form and substance as attached hereto as ~~Joinder Agreement~~.

NERC: The North American Electric Reliability Corporation, or its successor.

Operations Date: shall mean the date on which a Party transfers monitoring and control of their BES TOP assets to OUC.

Reliability Standards: A requirement, approved by the United States Federal Energy Regulatory Commission under Section 215 of the Federal Power Act, or approved or recognized by an applicable governmental authority in other jurisdictions, to provide for reliable operation of the bulk-power system [Bulk-Power System]. The term includes requirements for the operation of existing bulk-power system [Bulk-Power System] facilities, including cyber security protection, and the design of planned additions or modifications to such facilities to the extent necessary to provide for reliable operation [Reliable Operation] of the bulk-power system [Bulk-Power System], but the term does not include any requirement to enlarge such facilities or to construct new transmission capacity or generation capacity.

Transmission: An interconnected group of lines and associated equipment for the movement or transfer of electric energy between points of supply and points at which it is transformed for delivery to customers or is delivered to other electric systems.

Transmission Operator or “TOP”: The entity responsible for the reliability of its “local” transmission system, and that operates or directs the operations of the transmission facilities.

Transmission Operator Area: The collection of Transmission assets over which the Transmission Operator is responsible for operating.

**Registration Agreement**

(Refer to OUC document: CEP-IDE-305)

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## **Joinder Agreement**

### **JOINDER AGREEMENT**

THIS JOINDER AGREEMENT (“**Joinder Agreement**”), dated as of \_\_\_\_\_, (the “**Effective Date**”) is made and executed in connection with the Amended and Restated Transmission Operator Alliance Agreement dated January \_\_\_\_\_, as amended from time to time (“**Alliance Agreement**”), among **ORLANDO UTILITIES COMMISSION (“OUC”), KISSIMMEE UTILITY AUTHORITY (“KUA”), THE CITY OF JACKSONVILLE BEACH, D/B/A, BEACHES ENERGY SERVICES (“BEACHES ENERGY”) and CITY OF LAKE WORTH BEACH (“CLWB”)**.

1. Effective Date. This Joinder Agreement shall be effective as of the Effective Date and shall be a part of and incorporated into the Alliance Agreement
2. Definitions. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Alliance Agreement.
3. Joinder. Pursuant to and in accordance with Section 7(b) of the Alliance Agreement, the undersigned hereby acknowledges that it has received and reviewed a complete copy of the Alliance Agreement and agrees that upon execution of this Joinder, such entity shall become a party to the Alliance Agreement and shall be fully bound by, and subject to, all of the covenants, terms, and conditions of the Alliance Agreement as though an original party thereto and shall be deemed, and is hereby admitted as, a member of the Alliance for all purposes thereof and entitled to all the rights incidental thereto.
4. Control Center Cutover. The Parties have developed a TOP Control Center Cutover schedule for the New Member. The Control Center Cutover schedule ~~is attached hereto as agreed to by the parties which is hereby incorporated herein by this reference, and hereby incorporated into this agreement.~~ The New Member shall submit to FRCC notice of moving its primary and back-up Control Center(s) to OUC.
5. Costs. Pursuant to and in accordance with Section 6(a) of the Alliance Agreement, the New Member acknowledges that it shall be responsible for all modeling (SCADA, EMS, etc.) and all costs associated with integration into the Alliance and such other charges as determined by the Executive Committee.
6. No Amendment. This Joinder Agreement does not and shall not be deemed to amend, change or modify the Alliance Agreement.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the party hereto has executed this Joinder Agreement as of this \_\_\_\_ day of \_\_\_\_\_.

NEW MEMBER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

