
From: Zahn, Aaron F. - Managing Director/CEO <zahnaf@jea.com>
Sent: Tuesday, July 9, 2019 11:45 AM
To: Jessica Lutrin
Subject: Fwd: McElroy Contract

FYI. Here it is. Looks like we will need to add some additional provisions.

Aaron F. Zahn
JEA
Managing Director & Chief Executive Officer
zahnaf@jea.com
(312) 286-1040

Begin forwarded message:

From: "Kendrick, Jonathan A. - Interim VP & HR Officer" <kendja@jea.com>
Date: July 9, 2019 at 11:23:30 AM EDT
To: "Zahn, Aaron F. - Managing Director/CEO" <zahnaf@jea.com>
Subject: RE: McElroy Contract

Aaron,

This is Paul's Transition Services Agreement. There is no separation agreement, just this "restatement of his contract." The applicable sections seems to be 1.a: "Commencing on April 6, 2018, Employee's duties shall solely consist of providing assistance as required by JEA regarding the transition of the Chief Executive Officer/Managing Director position."

I'll hang out at the office for a bit in case you need anything else.

Thanks.

Jon

From: Zahn, Aaron F. - Managing Director/CEO <zahnaf@jea.com>
Sent: Tuesday, July 9, 2019 9:57 AM
To: Kendrick, Jonathan A. - Interim VP & HR Officer <kendja@jea.com>
Subject: Re: McElroy Contract

Yes. There was a separate agreement done at his resignation.

Aaron F. Zahn
JEA
Managing Director & Chief Executive Officer
zahnaf@jea.com
(312) 286-1040

On Jul 9, 2019, at 9:28 AM, Kendrick, Jonathan A. - Interim VP & HR Officer <kendja@jea.com> wrote:

Aaron,

I don't see a cooperation clause her. I believe Angie left a separation document in her files. I'll head to the office and look and get that to go if I can find it. Lynne May have a copy of it , too, if she has any of Jody's files.

Jon

Get [Outlook for iOS](#)

----- Forwarded message -----

From: "**Strackbine, Scott I. - Compensation Specialist**" <strasi@jea.com>

Date: Tue, Jul 9, 2019 at 9:15 AM -0400

Subject: McElroy Contract

To: "Kendrick, Jonathan A. - Interim VP & HR Officer" <kendja@jea.com>

Cc: "Maillis, Patricia L. - Director, Employee Services" <mailpl@jea.com>

Hi Jon,

Attached is the most recent contract for Paul McElroy. I was not able to find any separation agreement in the G drive or Oracle.

Thanks,

Scott Strackbine

Compensation Specialist

Direct: (904) 665-7471

[<image011.jpg><image012.jpg><image013.jpg><image014.jpg><image015.jpg>](#)

<CEO Contract 2015-2018_McElroy.pdf>

PAUL McELROY TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT, ("this Agreement") is made and entered into as of this 6th day of April, 2018 by and between the JEA, a body politic and corporate under the laws of the State of Florida and an independent agency of the Consolidated City of Jacksonville, hereinafter referred to as JEA or Employer, and Paul E. McElroy, an individual currently residing in Jacksonville, Florida, hereinafter referred to as Employee or Chief Executive Officer/Managing Director.

WHEREAS, Employee has determined that he will not seek an extension of his employment as CEO past 9/30/2018; and

WHEREAS, Employer and Employee desire to commence the transition of the Chief Executive Officer/Managing Director position.

Now therefore JEA and Employee agree as follows:

1. The Employment Agreement for Chief Executive Officer/Managing Director ("Employment Agreement"), dated August 21, 2015, shall remain in full force and effect except as expressly modified herein.

- a. Section 1.2 is hereby amended by deleting the first and last sentences of such section in their entirety and adding the following new sentence as the first sentence of such section: "Commencing on April 6, 2018, Employee's duties shall solely consist of providing assistance as required by JEA regarding the transition of the Chief Executive Officer/Managing Director position."
- b. Section 1.4 is hereby amended by deleting the last sentence of such section in its entirety.
- c. Section 3.1.1 is hereby amended by deleting the phrase "equal to one year" in its entirety and replacing it with the phrase "equal to 20 weeks."
- d. The last WHEREAS clause on page 2 is hereby deleted in its entirety.

2. By September 1, 2018, JEA shall have made all reasonable efforts to complete all actuarial and tax calculations necessary for the City of Jacksonville General Employees Pension Plan and the JEA Pension Restoration/Supplemental Plan.

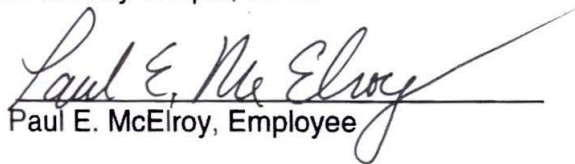
3. In accordance with Paragraph 2.2 of the Employment Agreement, Employee retains his eligibility to receive annual Performance Compensation as expressly detailed therein and based on the fiscal year 2017/2018 bonus criteria established by JEA, pro-rated through April 6, 2018, if a bonus is awarded for the 2017/2018 fiscal year after JEA completes its evaluation in respect of such fiscal year.

4. The Employee shall be entitled to continue to be included within the scope of the engagement letter dated March 27, 2018 regarding testimony to City Council and committees thereof, regarding the potential sale of JEA.


5. The Employee shall be entitled to legal counsel, paid for by JEA, as necessary if Employee is a defendant participant in a lawsuit against the JEA for actions that occurred during his period of employment with JEA, excepting intentional torts.

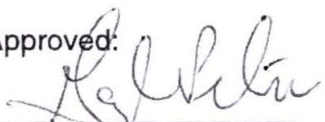
IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the day and year above first written.

Executed at Jacksonville, Florida as of this 6th day of April, 2018.


Paul E. McElroy, Employee

JEA

By: 
Melissa Dykes [Printed Name]
~~Interim~~ CEO & CFO [Title]

Approved: 
Office of General Counsel

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