

## FORM OF SEPARATION AND TRANSITION AGREEMENT

**THIS SEPARATION AND TRANSITION AGREEMENT** (this “Agreement”) is made and entered into on [DATE] by and between 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”), and Aaron F. Zahn, an individual currently residing in Florida, hereinafter referred to as Service Provider. Capitalized terms used herein but not defined shall have the meanings in the Employment Agreement for Managing Director and Chief Executive Officer, dated as of July 23, 2019 (the “Employment Agreement”), between JEA and Service Provider.

**WHEREAS**, Service Provider is employed by JEA as its [TITLE] pursuant to the Employment Agreement;

**WHEREAS**, Service Provider’s employment with JEA shall be terminated; and

**WHEREAS**, in connection with Service Provider’s separation from service with JEA, JEA and Service Provider desire to commence the transition of the [TITLE] position and Service Provider agrees to make himself or herself available to provide services to JEA on the terms and conditions set forth herein.

Now therefore JEA and Service Provider agree as follows:

### SECTION 1 – SEPARATION:

- 1.1 **Removal from Positions.** The Service Provider’s last day of employment with JEA is [DATE] (such date, the “Separation Date”). In that regard, as of the Separation Date, (a) Service Provider’s position as [TITLE] of JEA and (b) all other officer positions, directorships and other positions that Service Provider holds with JEA shall terminate.
- 1.2 **Release Agreement.** Service Provider’s receipt of any payments and benefits pursuant to this Agreement (other than the payments and benefits pursuant to Sections 3.1.5(a) and (f) of the Employment Agreement (the “Accrued Obligations”)) is subject to Service Provider’s signing and not revoking the Release Agreement substantially in the form attached hereto as Exhibit A (the “Release Agreement”); provided that the Release Agreement is effective within thirty (30)<sup>1</sup> days following the Separation Date. No payments or benefits under this Agreement (other than the Accrued Obligations) shall be paid or provided to Service Provider until the Release Agreement becomes effective in accordance with the deadline specified in the preceding sentence.

### SECTION II – TRANSITION:

- 2.1 **Consulting Period and Services.** Commencing on the Separation Date and ending on the twelve (12)-month anniversary thereof (the “Consulting Period”), Service Provider

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<sup>1</sup> Note to Draft: To be increased to 60 days for group terminations.

shall make himself or herself available to consult with JEA as reasonably requested by JEA from time to time (the “Services”).

- 2.2 **Consulting Fee.** In exchange for the Services, commencing on the Separation Date, JEA agrees to pay Service Provider a monthly fee of \$[AMOUNT] (the “Monthly Fee”) for a total fee of \$[AMOUNT].<sup>2</sup> Except as to the Monthly Fee, no other payment or benefits shall be due or payable to Service Provider for the Services. JEA may terminate Service Provider’s service for Cause prior to the expiration of the Consulting Period and, in such event, Service Provider shall forfeit his or her right to receive the Monthly Fee for the remainder of the Consulting Period.
- 2.3 **Status as an Independent Contractor.** In all matters relating to the Services, nothing under this Agreement shall be construed as creating any partnership, joint venture or agency between JEA and Service Provider or to constitute Service Provider as an agent, employee or representative of JEA. Service Provider shall act solely as an independent contractor and, as such, is not authorized to bind any member of JEA to third parties. Consequently, Service Provider shall not be entitled to participate during the Consulting Period in any of the employee benefit plans, programs or arrangements of JEA in his capacity as a consultant. Service Provider shall be responsible for and pay all taxes related to the receipt of compensation in connection with the provision of the Services. Service Provider shall not make any public statements concerning the Services that purport to be on behalf of JEA, in each case without prior written consent from JEA. Notwithstanding Service Provider’s status as an independent contractor in providing the Services, to the fullest extent permitted by applicable law and JEA’s constituent documents applicable to officers and directors of JEA, (a) Service Provider shall continue to be entitled to indemnification for any loss, damage, or claim incurred by, imposed or asserted against Service Provider in connection with the Services provided to JEA, and (b) JEA shall pay the expenses incurred by Service Provider in defending any claim, demand, action, suit or proceeding related thereto as such expenses are incurred by Service Provider and in advance of the final disposition of such matter; provided that Service Provider shall be entitled to the coverage under clauses (a) and (b) on the same terms and conditions as were in effect prior to the Separation Date as reflected in Section 3.2.
- 2.4 **Legal Counsel.** The Service Provider shall be entitled to legal counsel, paid for by JEA, as necessary if Service Provider is a defendant participant in a lawsuit against JEA for actions that occurred during his period of employment and the Consulting Period with JEA, excepting intentional torts.

### SECTION III – SEVERANCE BENEFITS:

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<sup>2</sup> Note to Draft: To be calculated based on an annualized amount equal to the combined total of all items reflected on Service Provider’s total compensation statement provided to Service Provide for the most recent 12-month period.

- 3.1 **Compliance with Employment Agreement.** JEA shall comply with any and all of its payment and benefit obligations of the Employment Agreement.
- 3.2 **Indemnification.** Pursuant to Section 768.28(9)(a), Florida Statutes, Service Provider is not personally liable in any action for any injury or damage suffered as a result of any act, event, or omission of action in the scope of her or his employment or function. JEA hereby agrees to indemnify, defend and hold Service Provider harmless from any and all claims, to the fullest extent permitted by Sections 111.07, 111.071 and 768.28(9)(a), Florida Statutes, and other applicable law. Without limiting the scope of this Section 3.2, which the parties agree shall be construed as broadly as permitted by applicable law, JEA's agreement to indemnify, defend and hold Service Provider harmless includes claims arising out of the exercise of (or failure to exercise) Service Provider's duties and responsibilities to JEA, and to all other acts entitled to indemnification pursuant to Sections 111.07, 111.071 and 768.28(9)(a), Florida Statutes. If Service Provider's claim for indemnification is one for which indemnification is provided by Sections 111.07, 111.071 and 768.28(9)(a), Florida Statutes, or by other applicable law, then Service Provider shall be entitled to the benefits and protections of this Section 3.2 notwithstanding (i) any provision in this Agreement or the Employment Agreement to the contrary, (ii) termination of Service Provider's employment, regardless of the reason for or circumstances surrounding said termination, or (iii) the termination of this Agreement.
- 3.3 **No Other Compensation or Benefits.** Except as otherwise specifically provided herein or as required by the terms of any employee benefit plan, program or arrangement of JEA, the Consolidated Omnibus Reconciliation Act or other applicable law, Service Provider shall not be entitled to any compensation or benefits or to participate in any past, present or future employee benefit plans, programs or arrangements of JEA on or after the Separation Date.

#### SECTION IV – COVENANTS AND AGREEMENTS:

- 4.1 **Incorporation by Reference.** The covenants and agreements set forth in Sections 4.7, 4.8 and Section 4.13 of the Employment Agreement (the "Restrictive Covenants") are incorporated herein by reference as if such provisions were set forth herein in full.
- 4.2 **Return of Property.** All files, records, documents, manuals, books, forms, reports, memoranda, studies, data, calculations, recordings, or correspondence, whether visually perceptible, machine-readable or otherwise, in whatever form they may exist, and all copies, abstracts and summaries of the foregoing, and all physical items related to the business of JEA, whether of a public nature or not, and whether prepared by Service Provider or not, are and shall remain the exclusive property of JEA, and shall not be removed from its premises, except as required in the course of Service Provider's employment by JEA, without the prior written consent of JEA. No later than the Separation Date, such items, including any copies or other reproductions thereof, shall be promptly returned by Service Provider to JEA (or, if requested by JEA, destroyed by Service Provider).

## SECTION V – MISCELLANEOUS:

- 5.1 **Governing Law; Binding Effect; Amendment.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and shall be binding on JEA’s successors and assigns. This Agreement shall not be assignable or transferable by Service Provider or his or her beneficiaries or legal representatives. Notwithstanding the foregoing, in the event of the death of Service Provider, payments that otherwise would have been made to Service Provider shall instead be provided to Service Provider’s estate. No amendment or modification shall be effective unless in writing by the parties, including the approval by the Board.
- 5.2 **Authority.** The person executing and delivering this Agreement on behalf of JEA is an authorized officer, director or agent of JEA with full power and authority to bind JEA. Upon execution and delivery of this Agreement by JEA, this Agreement shall constitute the legal, valid and binding obligation of JEA.
- 5.3 **Execution.** This Agreement shall not become a binding and enforceable contract until signed by Service Provider, the Chair of JEA’s Board of Directors, JEA’s Chief Financial Officer and JEA’s Chief Legal Officer. This Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original, and which together, when signed by Service Provider, the Chair, the Chief Financial Officer and the Chief Legal Officer, shall constitute a single, legally binding contract.
- 5.4 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement (including, without limitation, the Employment Agreement (other than to the extent set forth herein and the Restrictive Covenants, which shall remain in full force and effect)).
- 5.5 **Compliance with Sections 409A / 457.** JEA intends that all payments provided under this Agreement be exempt from, or comply with, the requirements of Sections 409A and 457 of the Code and any guidance promulgated under Sections 409A / 457 of the Code (collectively, “Sections 409A / 457”) so that none of the payments or benefits shall be subject to the additional tax imposed under Sections 409A / 457, and any ambiguities in this Agreement shall be interpreted in accordance with this intent. No payment or benefits to be paid to Service Provider, if any, under this Agreement or otherwise, when considered together with any other severance payments or separation benefits that are considered deferred compensation under Sections 409A / 457 shall be paid or otherwise provided until Service Provider has a separation from service within the meaning of Sections 409A / 457. Each severance payment, installment, and benefit payable under Section 3 of this Agreement is intended to constitute a separate payment for purposes of U.S. Treasury Regulation Section 1.409A-2(b)(2).

All expenses or other reimbursements under this Agreement that would constitute nonqualified deferred compensation subject to Sections 409A / 457, (i) shall be paid on

or prior to the last day of the taxable year following the taxable year in which such expenses were incurred by Service Provider, (ii) no such reimbursement or expenses eligible for reimbursement in any taxable year shall in any way affect Service Provider's right to reimbursement of any other expenses eligible for reimbursement in any other taxable year, and (iii) Service Provider's right to reimbursement shall not be subject to liquidation in exchange for any other benefit.

- 5.6 **Notices.** For purposes of this Agreement, notices, demands and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when received if delivered in person, the next business day if delivered by overnight commercial courier (e.g., Federal Express), or the third business day if mailed by United States certified mail, return receipt requested, postage prepaid, to the following addresses:

If to JEA, to:

JEA  
21 West Church Street  
Jacksonville, FL 32202

If to Service Provider, to:

Aaron F. Zahn  
at the address on file with JEA

Either party may change its address for notices in accordance with this Subsection 5.6 by providing written notice of such change to the other party.

- 5.7 **Survival.** The provisions of this Agreement that are intended to survive this Agreement and Service Provider's termination of employment shall survive in accordance with their terms.
- 5.8 **Severability.** If any provision of this Agreement becomes or is deemed invalid, illegal or unenforceable in any applicable jurisdiction by reason of the scope, extent or duration of its coverage, then such provision shall be deemed amended to the minimum extent necessary to conform to applicable law so as to be valid and enforceable or, if such provision cannot be so amended without materially altering the intention of the parties, then such provision shall be stricken and the remainder of this Agreement (as applicable) shall continue in full force and effect.
- 5.9 **Waiver.** Any failure of Service Provider to comply with any of his or her obligations under this Agreement may be waived only in writing signed by JEA. Any failure of JEA to comply with any of its obligations under this Agreement may be waived only in writing signed by Service Provider. No waiver of any breach, failure, right or remedy contained in or granted by the provisions of this Agreement shall constitute a continuing

waiver of a subsequent or other breach, failure, right or remedy, unless the writing so specifies.

- 5.10 **Arbitration.** Except for suits seeking injunctive relief or specific performance or as otherwise prohibited by applicable law, the parties hereby agree that any dispute, controversy or claim arising out of, connected with and/or otherwise relating to this Agreement and the arbitrability of any controversy or claim relating hereto shall be finally settled by binding arbitration. The parties hereby knowingly and voluntarily waive any rights that they may have to a jury trial for any such disputes, controversies or claim. The parties agree to resolve any dispute arising out of this Agreement before the American Arbitration Association (the “AAA”) in accordance with the AAA’s then existing National Rules of Resolution of Employment Disputes. The arbitration shall be administered by the AAA and the hearing shall be conducted in Duval County in the State of Florida before a neutral arbitrator, who must have been admitted to the practice of law for at least the last ten (10) years (the “Arbitrator”). Each party further agrees to pay its or his own arbitration costs, attorneys’ fees, and expenses, unless otherwise required by the AAA’s then-existing arbitration rules. The Arbitrator shall issue an opinion within thirty (30) days of the final arbitration hearing and shall be authorized to award reasonable attorneys’ fees to the prevailing party, which decision of the Arbitrator shall be final, conclusive, unappealable and binding on the parties. Subject to applicable law, the arbitration proceeding and any and all related awards, relief or findings shall be confidential, except that any arbitration award may be filed in a court of competent jurisdiction by either party for the purpose of enforcing the award.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Separation and Transition Agreement on the day and year above first written.

**ATTEST:**

**JEA**

\_\_\_\_\_

\_\_\_\_\_  
[NAME], Chair

Date: \_\_\_\_\_

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_  
Aaron F. Zahn, Service Provider

Date: \_\_\_\_\_

I hereby certify that the expenditure contemplated by the foregoing Agreement has been duly authorized, and provision has been made for the payment of the moneys provided therein to be paid in respect of Fiscal Year 20[ ]/20[ ].

\_\_\_\_\_  
[NAME], Chief Financial Officer

Approved:

\_\_\_\_\_  
[NAME], Chief Legal Officer

## EXHIBIT A

### MUTUAL RELEASE AGREEMENT

**THIS MUTUAL RELEASE AGREEMENT** (this “Agreement”) is made and entered into on [DATE] by and between 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”), and Aaron F. Zahn, an individual currently residing in Florida, hereinafter referred to as Service Provider. Capitalized terms used herein but not defined shall have the meanings set forth in the Separation and Transition Agreement, dated as of [DATE] (the “Separation Agreement”), by and between JEA and Service Provider.

**WHEREAS**, the Separation Agreement sets forth the terms and conditions of Service Provider’s separation from service with JEA effective as [DATE]; and

**WHEREAS**, the Separation Agreement provides that, in consideration for certain payments and benefits payable to Service Provider in connection with his or her separation from service, Service Provider shall fully and finally release JEA from all claims relating to Service Provider’s employment relationship with JEA and the termination of such relationship.

Accordingly, the parties hereto agree as follows:

#### SECTION I – RELEASE:

- 1.1 **General Release by Service Provider.** In consideration of JEA’s obligations under the Separation Agreement and for other valuable consideration, Service Provider hereby releases and forever discharges JEA and each of its respective officers, employees, directors and agents from any and all claims, actions and causes of action (collectively, “Claims”), including, without limitation, any Claims arising under (a) the Sarbanes-Oxley Act of 2002, 18 U.S.C. § 1514; Sections 748(h)(i), 922(h)(i) and 1057 of the Dodd-Frank Wall Street and Consumer Protection Act (the “Dodd Frank Act”), 7 U.S.C. § 26(h), 15 U.S.C. § 78u-6(h)(i) and 12 U.S.C. § 5567(a) but excluding from this release any right Service Provider may have to receive a monetary award from the Securities and Exchange Commission as an SEC Whistleblower, pursuant to the bounty provision under Section 922(a)-(g) of the Dodd Frank Act, 7 U.S.C. Sec. 26(a)-(g), or directly from any other federal or state agency pursuant to a similar program, or (b) any applicable federal, state, local or foreign law, including, but not limited to, claims under Chapter 112 or Chapter 760, Florida Statutes, that Service Provider may have, or in the future may possess arising out of (x) Service Provider’s employment relationship with and service as a director, employee, officer or manager of JEA, and the termination of such relationship or service, or (y) any event, condition, circumstance or obligation that occurred, existed or arose on or prior to the date hereof; provided, however, that the release set forth in this Section 1.1 shall not apply to (i) the obligations of JEA under the Separation Agreement, (ii) the obligations of JEA to continue to provide indemnification to Service Provider as provided under applicable law or in the Separation Agreement and (iii) any Claims which cannot be released under applicable law. Service Provider further agrees that the payments and benefits described in the Separation Agreement shall be in full satisfaction

of any and all claims for payments or benefits, whether express or implied, that Service Provider may have against JEA arising out of Service Provider's employment relationship, Service Provider's service as a director, employee, officer or manager of JEA and the termination thereof. The provision of the payments and benefits described in the Separation Agreement shall not be deemed an admission of liability or wrongdoing by JEA. This Section 1.1 does not apply to any Claims that Service Provider may have as of the date Service Provider signs this Agreement arising under the federal Age Discrimination in Employment Act of 1967, as amended, and the applicable rules and regulations promulgated thereunder ("ADEA"). Claims arising under ADEA are addressed in Section 1.2 of this Agreement.

- 1.2 **Specific Release of ADEA Claims by Service Provider.** In consideration of the payments and benefits provided to Service Provider under the Separation Agreement, Service Provider hereby releases and forever discharges JEA and each of their respective officers, employees, directors and agents from any and all Claims that Service Provider may have as of the date Service Provider signs this Agreement arising under ADEA. By signing this Agreement, Service Provider hereby acknowledges and confirms the following: (a) Service Provider was advised by JEA in connection with Service Provider's termination to consult with an attorney of Service Provider's choice prior to signing this Agreement and to have such attorney explain to Service Provider the terms of this Agreement, including, without limitation, the terms relating to Service Provider's release of claims arising under ADEA; (b) Service Provider has been given a period of not fewer than twenty-one (21)<sup>3</sup> days to consider the terms of this Agreement and to consult with an attorney of Service Provider's choosing with respect thereto; and (c) Service Provider is providing the release and discharge set forth in this Section 1.2 only in exchange for consideration in addition to anything of value to which Service Provider is already entitled.
- 1.3 **General Release by JEA.** JEA hereby releases and forever discharges Service Provider and each of his or her agents, representatives, attorneys, successors, assigns, heirs, executors and administrators from any Claims that JEA may have, or in the future may possess, arising out of (x) Service Provider's employment relationship with and service as a director, employee, officer or manager of JEA, and the termination of such relationship or service, or (y) any event, condition, circumstance or obligation that occurred, existed or arose on or prior to the date hereof; provided, however, that the release set forth in this Section 1.3 shall not apply to any Claims which cannot be released under applicable law.
- 1.4 **Representation.** Service Provider hereby represents that Service Provider has not instituted, assisted or otherwise participated in connection with, any action, complaint, claim, charge, grievance, arbitration, lawsuit or administrative agency proceeding, or

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<sup>3</sup> Note to Draft: To insert for employees who are age 40 years or older and to be increased to 45 days for a group termination.

action at law or otherwise against any member of JEA or any of their respective officers, employees, directors, shareholders or agents.

## **SECTION II – CESSATION OF PAYMENTS:**

In the event that Service Provider (a) files any charge, claim, demand, action or arbitration with regard to Service Provider’s employment, compensation or termination of employment under any federal, state or local law, or an arbitration under any industry regulatory entity, except in either case for a claim for breach of the Separation Agreement or failure to honor the obligations set forth therein or (b) breaches any of the covenants or obligations contained in or incorporated into the Separation Agreement, JEA shall be entitled to cease making any payments due pursuant to Section 3 of the Separation Agreement (other than the Accrued Obligations).

## **SECTION III – VOLUNTARY ASSENT:**

Service Provider affirms that Service Provider has read this Agreement, and understands all of its terms, including the full and final release of claims set forth in Section 1. Service Provider further acknowledges that (a) Service Provider has voluntarily entered into this Agreement; (b) Service Provider has not relied upon any representation or statement, written or oral, not set forth in this Agreement; (c) the only consideration for signing this Agreement is as set forth in the Separation Agreement; and (d) this document gives Service Provider the opportunity and encourages Service Provider to have this Agreement reviewed by Service Provider’s attorney and/or tax advisor.

## **SECTION IV – REVOCATION:<sup>4</sup>**

This Agreement may be revoked by Service Provider within the seven (7)-day period commencing on the date Service Provider signs this Agreement (the “Revocation Period”). In the event of any such revocation by Service Provider, all obligations of JEA under the Separation Agreement shall terminate and be of no further force and effect as of the date of such revocation. No such revocation by Service Provider shall be effective unless it is in writing and signed by Service Provider and received by JEA prior to the expiration of the Revocation Period.

## **SECTION V – MISCELLANEOUS:**

5.1 **Governing Law; Binding Effect; Amendment.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida, and shall be binding on JEA’s successors and assigns. This Agreement shall not be assignable or transferable by Service Provider or his or her beneficiaries or legal representatives. No amendment or modification shall be effective unless in writing by the parties, including the approval by the Board.

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<sup>4</sup> Note to Draft: To insert for employees who are age 40 years or older.

- 5.2 **Authority.** The person executing and delivering this Agreement on behalf of JEA is an authorized officer, director or agent of JEA with full power and authority to bind JEA. Upon execution and delivery of this Agreement by JEA, this Agreement shall constitute the legal, valid and binding obligation of JEA.
- 5.3 **Execution.** This Agreement shall not become a binding and enforceable contract until signed by Service Provider, the Chair of JEA's Board of Directors, JEA's Chief Financial Officer and JEA's Chief Legal Officer. This Agreement may be executed in multiple counterparts, each of which shall be deemed to constitute an original, and which together, when signed by Service Provider, the Chair, the Chief Financial Officer and the Chief Legal Officer, shall constitute a single, legally binding contract.
- 5.4 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.
- 5.5 **Notices.** For purposes of this Agreement, notices, demands and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when received if delivered in person, the next business day if delivered by overnight commercial courier (e.g., Federal Express), or the third business day if mailed by United States certified mail, return receipt requested, postage prepaid, to the following addresses:

If to JEA, to:

JEA  
21 West Church Street  
Jacksonville, FL 32202

If to Service Provider, to:

Aaron F. Zahn  
at the address on file with JEA

Either party may change its address for notices in accordance with this Subsection 5.5 by providing written notice of such change to the other party.

- 5.6 **Survival.** The provisions of this Agreement that are intended to survive this Agreement and Service Provider's termination of employment shall survive in accordance with their terms.
- 5.7 **Severability.** If any provision of this Agreement becomes or is deemed invalid, illegal or unenforceable in any applicable jurisdiction by reason of the scope, extent or duration of its coverage, then such provision shall be deemed amended to the minimum extent necessary to conform to applicable law so as to be valid and enforceable or, if such

provision cannot be so amended without materially altering the intention of the parties, then such provision shall be stricken and the remainder of this Agreement (as applicable) shall continue in full force and effect.

- 5.8 **Waiver.** Any failure of Service Provider to comply with any of his or her obligations under this Agreement may be waived only in writing signed by JEA. Any failure of JEA to comply with any of its obligations under this Agreement may be waived only in writing signed by Service Provider. No waiver of any breach, failure, right or remedy contained in or granted by the provisions of this Agreement shall constitute a continuing waiver of a subsequent or other breach, failure, right or remedy, unless the writing so specifies.
- 5.9 **Arbitration.** Except for suits seeking injunctive relief or specific performance or as otherwise prohibited by applicable law, the parties hereby agree that any dispute, controversy or claim arising out of, connected with and/or otherwise relating to this Agreement and the arbitrability of any controversy or claim relating hereto shall be finally settled by binding arbitration. The parties hereby knowingly and voluntarily waive any rights that they may have to a jury trial for any such disputes, controversies or claim. The parties agree to resolve any dispute arising out of this Agreement before the American Arbitration Association (the “AAA”) in accordance with the AAA’s then existing National Rules of Resolution of Employment Disputes. The arbitration shall be administered by the AAA and the hearing shall be conducted in Duval County in the State of Florida before a neutral arbitrator, who must have been admitted to the practice of law for at least the last ten (10) years (the “Arbitrator”). Each party further agrees to pay its or his own arbitration costs, attorneys’ fees, and expenses, unless otherwise required by the AAA’s then-existing arbitration rules. The Arbitrator shall issue an opinion within thirty (30) days of the final arbitration hearing and shall be authorized to award reasonable attorneys’ fees to the prevailing party, which decision of the Arbitrator shall be final, conclusive, unappealable and binding on the parties. Subject to applicable law, the arbitration proceeding and any and all related awards, relief or findings shall be confidential, except that any arbitration award may be filed in a court of competent jurisdiction by either party for the purpose of enforcing the award.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Release Agreement on the day and year above first written.

**ATTEST:**

**JEA**

\_\_\_\_\_

\_\_\_\_\_  
[NAME], Chair

Date: \_\_\_\_\_

I hereby certify that the expenditure contemplated by the foregoing Agreement has been duly authorized, and provision has been made for the payment of the moneys provided therein to be paid in respect of Fiscal Year 2019/2020.

\_\_\_\_\_  
[NAME], Chief Financial Officer

Approved:

\_\_\_\_\_  
[NAME], Chief Legal Officer

**SERVICE PROVIDER HEREBY ACKNOWLEDGES THAT SERVICE PROVIDER HAS READ THIS AGREEMENT, THAT SERVICE PROVIDER FULLY KNOWS, UNDERSTANDS AND APPRECIATES ITS CONTENTS, AND THAT SERVICE PROVIDER HEREBY ENTERS INTO THIS AGREEMENT VOLUNTARILY AND OF SERVICE PROVIDER'S OWN FREE WILL.**

\_\_\_\_\_  
**Aaron F. Zahn**