



Cherie L. Silberman  
[cherie@empathlaw.com](mailto:cherie@empathlaw.com)

April 1, 2026

Kristy J. Gavin, Attorney  
JEA  
225 North Pearl Street, HQ7  
Jacksonville, FL 32202

Re: Engagement Agreement – Workplace Investigation

Dear Kristy,

This Engagement Agreement (“Agreement”) is between Empath Employment and HR Law, P.A. (hereinafter, the “Investigator”) and JEA. JEA is retaining Investigator to provide limited legal services in the form of an impartial, independent investigation as set forth in the Scope of Engagement in this Engagement Agreement. These services are being provided to facilitate the rendering of legal advice by JEA’s in-house and/or outside counsel. Investigator is being retained to conduct this investigation under the terms outlined in this Agreement.

**Scope of Engagement**

The purpose of the investigation is to make findings of facts and conclusions concerning allegations raised during the February 24, 2026 JEA Board Meeting regarding JEA work environment complaints. Investigator is not being hired as an advocate for JEA or to provide advice to JEA with respect to what employment actions, if any, should be taken as a result of Investigator’s findings. It is understood that this investigation may be privileged and confidential pursuant to the attorney-client privilege and the attorney work product doctrine insofar as those doctrines apply in the public sector and to the extent determined applicable. For more information regarding public records under Chapter 119, *Fla. Stat.*, please see Exhibit 1 to this Agreement.

During the course of the investigation, Investigator will report to Kristy Gavin, JEA Assistant General Counsel. Investigator will conduct interviews deemed appropriate according to the needs of the investigation. The individual or individuals who raised the allegations will be interviewed (assuming they are willing to be interviewed) so that they may be given a full opportunity to raise their allegations. The individual or individuals who are alleged to have committed the improper actions will be given a fair opportunity to respond to the allegations against them. In order to conduct the investigation, Investigator will be provided access to certain JEA employees as coordinated by or through JEA. In addition, Investigator will be given access to



documents relevant to the investigation as requested by the Investigator, including, but not limited to, a copy of its relevant personnel policies.

Once the investigation has concluded, I will provide an oral report of the results of the investigation. A written report will be provided thereafter, upon JEA's request. The relationship between Investigator and JEA will end after the final report is delivered and, if requested, reviewed with JEA. If testimony or other post-investigation services are required or requested, the relationship will be in effect again - until such services have been provided - to the extent provided by law.

### **Fees and Expenses**

For all investigation services rendered (including travel time), Investigator will be paid an hourly rate of \$385.00. Where appropriate, other personnel with the necessary skills and available time may provide investigative support at a lower hourly rate. Rates are set for those professionals be based on their service and experience level. Time will be billed in increments of tenths of an hour and applies to all time spent on the investigation, including, but not limited to, interviews; personal and telephone conferences; preparing, analyzing and reviewing correspondence; analyzing and reviewing documents; preparing reports and memoranda; and preparing the investigative file at the conclusion of the investigation for JEA's records. JEA acknowledges that the amount of investigative fees and costs that may be incurred pursuant to this Agreement is not capable of precise prediction, and that Investigator has made no guarantees or promises and has set no limits with regard to the cost of services provided.

If transcription, translation, or private investigative services are needed and Investigator retains a vendor for such services (as opposed to JEA retaining them), Investigator will be reimbursed its actual cost for those services only. Investigator will seek approval prior to incurring such costs. Investigator shall not be required to advance payment for major external expenses, which JEA shall pay directly. Investigator will not incur any such major external expenses on JEA's behalf without prior approval.

In addition to the above, Investigator will be reimbursed for reasonable out-of-pocket expenses incurred during the investigation, including mileage outside of Hillsborough County, outsourced bulk photo copying, courier expenses, and express or certified mail. If overnight out-of-town travel is required, Investigator will be reimbursed for out-of-town expenses, including transportation costs, meals, and lodging. Investigator submits invoices every three to four weeks, and has a legitimate business concern in being paid in a timely fashion for its services. As such, payment must be kept current as a condition of continuing work. Should JEA fail to make payments in a timely manner, Investigator reserves the right to request an advance deposit or retainer as a condition of providing future services. Additionally, any bill not paid within thirty (30) days will accrue interest at a rate of 1% per month until paid in full. In the event JEA disagrees with or questions any amount due under an invoice, JEA agrees to communicate such disagreement to Investigator in writing within thirty (30) days of the invoice date. Any

disagreement with a bill that is not communicated to Investigator within that period shall be deemed waived.

### **Confidentiality**

Given the sensitive nature of the investigation, it is understood that Investigator will not disclose to anyone any facts relating to the investigation--except: (1) to JEA's representatives, to any other designated representatives of JEA, or to anyone else as authorized by JEA; (2) to others involved in the investigation--but only to the extent necessary to conduct the investigation; (3) to others as required by law. If Investigator is contacted by the media or any third party to provide any information or a comment about the investigation, Investigator will not provide any information regarding the investigation to the requesting party but will notify JEA regarding the inquiry.

### **Testimony or Other Post-Investigation Services**

If Investigator is asked or required to participate in any post-investigation services with respect to any matter relating to or arising out of the services rendered under this Agreement, JEA agrees to pay Investigator for all time expended, including preparation time, at Investigator's then current hourly rate and to reimburse Investigator for any out-of-pocket expenses incurred, whether or not the investigation has been concluded. For purposes of this Paragraph, post-investigation services include preparing for and/or testifying, including, without limitation, at deposition, trial, hearing, arbitration, motion practice, or any other proceeding or responding to subpoenas, discovery requests, or otherwise providing information or other services to JEA with respect to any matter relating to or arising out of the services rendered under this Agreement. If testimony or other sworn statement is required, Investigator retains the right to hire legal counsel with respect to any services relating to such testimony. JEA will be responsible for payment of such legal counsel at that counsel's usual and customary rate.

### **Indemnification**

Investigator personnel must be able to seek out and support their conclusions without concern of being possible defendants or respondents in a lawsuit or claim. Accordingly, if as a result of services performed or findings made by any Investigator personnel relating to the investigation, Investigator or its personnel (whether employees or independent contractors of Investigator) are named as defendants (or respondents, charged parties, or parties or potential parties of any sort) in any legal action or threatened legal action or demand, JEA will indemnify, defend and hold Investigator, its successors and assigns, and each of its officers and employees, harmless from any and all claims, suits, demands, losses and expenses, including reasonable attorney's fees, accruing or resulting to any and all persons, firms, or other entity arising out of Investigator's performance or non-performance of its obligations under this Agreement, unless an error or erroneous omission by Investigator causes such damage or loss. JEA will provide Investigator a defense at JEA's expense through JEA's legal counsel or, at Investigator's discretion,

will provide reimbursement for legal counsel chosen by Investigator until the claims against Investigator are fully resolved.

JEA will also indemnify and hold Investigator and its personnel (whether employees or independent contractors) harmless with respect to any judgment entered against them or any settlement agreement to resolve the claims, provided such agreement is approved in advance by JEA. JEA shall not indemnify Investigator for any matter involving a claim by JEA of professional negligence, or any matter for which Investigator shall have been adjudicated to have acted in bad faith or engaged in willful misconduct or any conduct outside the scope of its retention under this Agreement as determined by a court of competent jurisdiction. Nothing herein shall be deemed a waiver by JEA of its sovereign immunity or of any statutory limitation of liability to which it is entitled including but not limited to Section 768.28, Florida Statutes and as permitted by the Constitution of the State of Florida.

#### **Electronic Communications and Documentation**

This Agreement may be signed in sub-parts and may be transmitted by email and/or telecopy. Unless instructed otherwise, for purposes of this engagement, we agree that it is appropriate to use e-mail in the course of representation. This includes, but is not limited to, submission of invoices via e-mail. If JEA has any other requirements in connection with the methods of communications, please let me know.

#### **Use of Third-Party Services and Artificial Intelligence Tools**

In the course of representing you, Investigator may, at times, use artificial intelligence (“AI”) tools to assist with tasks such as document review, data analysis, and drafting. These tools are used solely to enhance the efficiency and quality of services and are not used as a substitute for actual attorney work product. You will only be billed for actual time worked.

Investigator will use commercially reasonable efforts to ensure that any use of AI tools will comply with all applicable laws, regulations, and rules of professional conduct, including maintaining the confidentiality of JEA's information and exercising independent professional judgment. Investigator will not disclose your confidential information to any AI system that does not have appropriate confidentiality and security safeguards.

#### **Termination of Services**

This Agreement will end upon termination of this Agreement by either party and/or the delivery of the final investigation report, whichever shall occur first. Either party will have the right to terminate this Agreement for any reason. Upon notice of termination, JEA shall immediately pay all outstanding fees and costs due to Investigator incurred prior to the notice of termination, and/or Investigator shall reimburse to JEA the balance, if any, of the advanced refundable retainer fee.

## EXHIBIT 1

### Public Records

The Firm will comply with public records laws as they relate to this engagement, specifically to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract or engagement, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ENGAGEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 665-8606 OR SEND CORRESPONDENCE TO JEA PUBLIC RECORDS, 225 NORTH PEARL STREET, JACKSONVILLE, FL 32202.

**Additional Terms**

This Agreement constitutes the entire agreement between the parties relating to the subject matters set forth herein. It may only be modified by a written agreement, signed by an Agent of Investigator and JEA. This Agreement will be governed by and construed, interpreted, applied, and enforced according to the laws of Florida. If any provision of this Agreement is deemed unenforceable, the remaining provisions will be given full force and effect.

If the terms described above meet with your approval, please indicate your acceptance by signing and dating this letter in the space provided below and return a copy to me via e-mail or through an electronic signature system as soon as possible. Upon receipt, Investigator will begin the investigation. If you instruct me to begin providing services prior to receiving a signed copy, I will assume JEA consents to and accepts the terms of this letter. Otherwise, Investigator reserves the right to postpone providing services until I receive an executed copy of this letter.

Thank you again for engaging Empath Employment & HR Law, P.A. I greatly appreciate the opportunity to work with you.

Sincerely,



Cherie L. Silberman

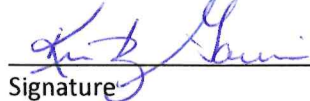
Enclosure: Exhibit 1

**ACKNOWLEDGEMENT**

I have read and understand the above Engagement Agreement setting forth the Client's obligations concerning the terms of engagement by Empath Employment & HR Law, P.A., and agree to be bound by the terms of that Agreement.

Consented and Agreed to by:

Date: 4-1-2026

  
\_\_\_\_\_  
Signature

Printed Name: Kristy Gavin

Title: Assistant General Counsel, JEA  
Office of General Counsel

Invoices may be sent via email to the following email address(es): Kgavin1@coj.net

Please provide any specific invoicing instructions here: complete i-supplier registration