



IMPROVING LIVES. BUILDING COMMUNITY. to be the best utility in the country

COMPENSATION COMMITTEE

JEA Headquarters | 1st Floor | Room 120 A & B | 225 N. Pearl Street, Jacksonville, FL 32202

February 18, 2025 | 10:30 am – 11:00 am

Members: General Joseph DiSalvo, Chair, Rick Morales, Kawanza Humphrey – All Board Members are Welcome

WELCOME

Meeting Called to Order

Adoption of Agenda (Action)

Safety Briefing

Diane Moser, Chief Human Resources Officer

COMMENTS / PRESENTATIONS

Comments from the Public

Public

FOR COMMITTEE CONSIDERATION

DELIVERING BUSINESS EXCELLENCE

Managing Director/CEO Terms of Contract (Action)

Diane Moser, Chief Human Resources Officer

OTHER BUSINESS & CLOSING CONSIDERATIONS

Other New Business / Open Discussion

Announcements – Schedule Next Meeting as Appropriate

Adjournment

General Joseph DiSalvo, Chair

SUPPLEMENTAL INFORMATION

Appendix A: Managing Director/CEO Terms of Contract



COMPENSATION COMMITTEE

F E B R U A R Y 1 8 , 2 0 2 5

Committee Members: General Joseph DiSalvo, Chair; Rick Morales; Kwanza Humphrey

Safety Briefing

Diane Moser, Chief Human Resources Officer

Robbie Addy, Utilities Pipefitter Crewleader



Safety Briefing Headquarters



Pearl Street Exit



**Monroe Street Exit
Left of the American Flag**



County Courthouse Lawn

In the event of an emergency, JEA Security will call 911 and coordinate any required evacuation

Emergency Evacuation Route: Exit building via Pearl Street main entrance/exit or Monroe Street exit to the left of the American flag

Assembly Point: Front of Duval County Clerk of Courts (NW corner of Adams St. & Clay St.)

Evacuation or Medical Assist: Notify JEA Security Officer

Hazard & Situational Awareness

Cell Phone & Computer Etiquette

Comments from the Public

General Joseph DiSalvo, Committee Chair



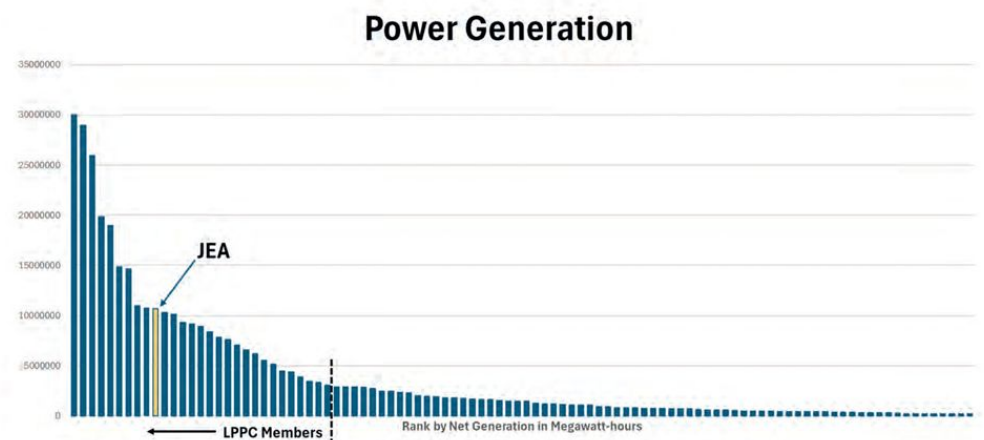
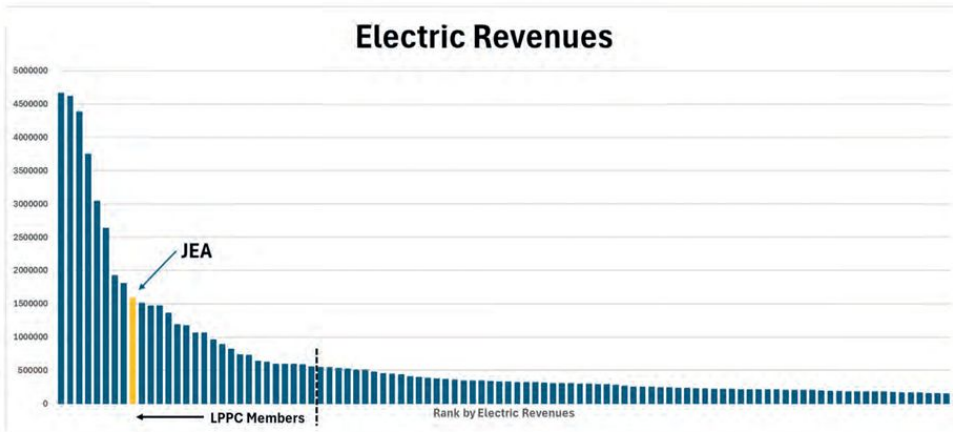
Managing Director/CEO Terms of Contract

Diane Moser, Chief Human Resources Officer

Robert Ingram, Apprentice Maintenance Mechanic-UIS



JEA Rank within the American Public Power Association (APPA) Top 100 Public Utilities



Large Public Power Council (LPPC) Utilities Comparisons

Sorted by Blended Percentile



LPPC Survey Data and Other Public Information						Rank within LPPC Members				Percentile Calculations				
LPPC Utility	Services	FTE	2023 Rev (\$M)	MW Capacity	Customers (2022)	FTE Rank	Revenue Rank	Capacity Rank	Customer Rank	FTE Percentile	Revenue Percentile	MW Percentile	Customer Percentile	Blended Percentile
Salt River Project	EW	5,784	4,150	6,800	1,118,823	1	1	2	2	100	100	96	96	99
CPS Energy	EG	3,497	3,446	7,771	918,463	2	3	1	3	96	92	100	92	96
JEA	EWSC	2,234	1,845	2,931	506,581	4	6	7	6	88	81	77	81	81
SMUD	E	2,167	2,100	2,036	647,097	5	5	12	4	85	85	58	88	78
Omaha PPD	E	2,104	1,429	2,670	401,397	6	10	8	8	81	65	73	73	72
New York Power Authority	E	2,054	2,934	5,816	1,000	7	4	3	20	77	88	92	27	69
Austin Energy	E	1,905	1,818	1,935	533,427	10	8	13	5	65	73	54	85	67
Santee Cooper	EW	1,610	1,825	5,519	202,263	12	7	4	13	58	77	88	54	67
Seattle City Light	E	1,816	1,675	1,872	493,662	11	9	15	7	62	69	46	77	61
Lower CO River Authority	E	2,346	1,400	4,405	30	3	11	5	24	92	62	85	12	60
Nebraska Public Power District	E	1,984	1,072	3,342	93,485	8	15	6	17	73	46	81	38	57
OUC	EW	1,256	1,073	1,920	269,172	14	14	14	10	50	50	50	65	51
Long Island Power Authority	E	78	3,756	230	1,151,521	26	2	25	1	4	96	8	100	48
CO Springs Utilities	EWG	1,962	1,000	1,250	246,379	9	16	18	11	69	42	35	62	48
Grant County PUD	EF	850	660	2,100	54,041	17	20	9	18	38	27	69	35	38
Snohomish County PUD	EW	1,200	819	132	373,074	15	18	26	9	46	35	4	69	34
Imperial Irrigation District	E	1,420	716	594	161,630	13	19	23	15	54	31	15	46	32
Chelan County PUD	EW	838	553	2,037	48,861	18	22	11	19	35	19	62	31	32
American Municipal Power	EWG	200	1,133	1,365	130	23	12	17	21	15	58	38	23	28
Tacoma Public Utilities	EW	1,133	517	800	193,912	16	23	21	14	42	15	23	50	27
MEAG Power	E	135	878	2,050	49	25	17	10	23	8	38	65	15	26
Elecricities of NC	E	168	1,087	1,016	81	24	13	19	22	12	54	31	19	23
Clark Public Utilities	EW	429	479	252	229,737	21	24	24	12	23	12	12	58	20
Grand River Dam Authority	E	568	575	1,481	15	19	21	16	25	31	23	42	8	20
Lincoln Electric System	E	549	350	735	147,837	20	25	22	16	27	8	19	42	18
Platte River Power Authority	E	292	257	819	4	22	26	20	26	19	4	27	4	6

Services Key: E-Electric; W-Water; S-Wastewater; G-Gas;
F-Fiber, C-Chilled Water

Wholesale Providers

*26 of 29 members responded

2024 Large Public Power Council Executive Salary Survey



- JEA is at the 80th percentile in operational metrics
- 2024 LPPC Executive Salary Survey places the current CEO compensation in the 40th percentile

LPPC Utility	CEO Base Salary	Bonus %	CEO Total Comp	LPPC Percentile
Utility 1	1,442,000	17	1,687,140	
Utility 2	1,050,000	8	1,134,000	
Utility 3	818,977	35	1,105,619	90th
Utility 4	929,760	11	1,032,034	
Utility 5	750,000	30	975,000	
Utility 6	932,170	-	932,170	80th
Utility 7	856,780	-	856,780	
Utility 8	675,000	20	810,000	70th
Utility 9	743,704	3	766,015	
Utility 10	742,000	-	742,000	
Utility 11	720,000	-	720,000	
Utility 12	709,123	-	709,123	
Utility 13	610,000	-	610,000	Median
Utility 14	534,616	10	588,078	
JEA	560,000	-	560,000	40th
Utility 15	540,000	-	540,000	
Utility 16	521,643	-	521,643	
Utility 17	493,779	-	493,779	
Utility 18	400,000	19	476,000	
Utility 19	475,009	-	475,009	
Utility 20	450,008	-	450,008	
Utility 21	430,114	-	430,114	
Utility 22	412,749	-	412,749	
Utility 23	363,250	-	363,250	
Utility 24	351,750	-	351,750	
Utility 25	350,000	-	350,000	

Executive Market Analysis Worksheet

Managing Director/Chief Executive Officer



- **Market Analysis Blends:**
 - Two (2) Towers Watson Surveys
 - 2024 LPPC Executive Salary
 - 2024 CompData Salary Survey

- **At the 50th percentile, this position warrants \$807,450**

	Base Salary	Actual Bonus/Incentive	Total Cash Compensation (TCC)	Long Term Incentive	Total Direct Compensation (TDC)
Employee Compensation	\$560,019	\$0	\$560,019	\$0	\$560,019
Market Data at 50th percentile	\$807,450	\$1,084,761	\$1,250,030	\$3,312,500	\$4,044,489
Difference in Actual Compensation	-\$247,431	-\$1,084,761	-\$690,010	-\$3,312,500	-\$3,484,469

2024 Towers Watson Executive General Industry Survey (Corporate Cut - \$1-3B)
Chief Executive Officer (AAA000-EX)
 Manages the profitability and growth of the organization | Accountable to the Board of Directors for all activities of the organization | Directs the organization in establishing long-range plans, strategy and policy.
 Market 50th: **\$ 1,000,000**

2024 Towers Watson Executive Energy Survey (Corporate/Revenue Cut - \$1-3B)
Chief Executive Officer (AAA000-EX)
 Manages the profitability and growth of the organization | Accountable to the Board of Directors for all activities of the organization | Directs the organization in establishing long-range plans, strategy and policy.
 Market 50th: **\$ 910,000**

2024 LPPC Executive Salary Survey (Total Sample)
President & Chief Executive Officer (1)
 Provides leadership and strategic direction for all company operations.
 Market 50th: **\$ 610,000**

2024 CompData Salary Survey (Revenue Cut - \$1.5-3B)
Chief Executive Officer (500)
 Principal organization leader, who plans, develops, and establishes policies and objectives of organization in accordance with board directives and corporation charter. Develops business objectives and policies to coordinate functions between divisions and departments. Directs formulation of financial programs to provide funding for operations. May preside over Board of Directors. Master's degree preferred with extensive experience in management.
 Market 50th: **\$ 709,800**

Terms

- 3-Year Contract Term with two mutually agreed upon 1-year terms
- Base Salary
- Three percent (3%) increase in base salary per annum
- No change in the current business and vehicle allowance
- Annual Leave - 120 hours



Jacksonville Small and Emerging Business Leader

Staff requests the Compensation Committee recommend the Board approve the Managing Director/CEO terms of contract



COMPENSATION COMMITTEE

S U P P L E M E N T A L I N F O R M A T I O N

JEA Board Agenda

MEMORANDUM



Managing Director / CEO Terms of Contract

Board Meeting Date: February 25, 2025

Outcome: INFORMATION ONLY ACTION FUTURE BOARD CONSIDERATION

If Action, Provide a Recommended Motion:

Staff requests the Compensation Committee recommend the Board approve the Managing Director/CEO terms of contract.

Consent Agenda Item: Yes No

Presenter: Diane Moser, Chief Human Resources Officer

Chief: Diane Moser, Chief Human Resources Officer

Strategic Focus Area: DEVELOPING AN UNBEATABLE TEAM DELIVERING BUSINESS EXCELLENCE EARNING CUSTOMER LOYALTY

Background Information & Analysis: Review statistics and data from the American Public Power Association (APPA), Large Public Power Council (LPPC), Towers Watson and CompData to determine the appropriate amount of compensation for the Managing Director/CEO.

Financial Impact: The impact will be the difference between the current salary which is \$560,000 annually and the determined amount. There will be an additional impact for benefits. Currently, the rate for benefits is 47.97%. Therefore, the financial impact for benefits would be the difference between \$268,632 (\$560,000X47.97%) and 47.97% of the determined amount.

Committee/Board Meeting/Workshop & Date Presented: N/A

Appendix: Resolution 2025-09
Managing Director/CEO Contract



BOARD RESOLUTION: 2025-09

February 25, 2025

A RESOLUTION BY THE JEA BOARD OF DIRECTORS APPROVING AN AMENDMENT TO THE TERMS AND CONDITIONS REGARDING EMPLOYMENT OF THE JEA CHIEF EXECUTIVE OFFICER AND MANAGING DIRECTOR; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in accordance with Section 21.08(b) of the JEA Charter, as the governing body, the JEA Board of Directors (Board) is tasked with employing a Chief Executive Officer and Managing Director (CEO) to serve at the pleasure of the Board in managing the affairs of the utilities systems; and

WHEREAS, the Board is further tasked with approving the terms and conditions of the CEO's employment agreement; and

WHEREAS, on October 29, 2024, the Board entered into the Employment Agreement for JEA Chief Executive Officer/Managing Director (Agreement) with CEO Vickie Cavey, providing the terms and conditions of her employment; and

WHEREAS, the Board is desirous of amending the Agreement to extend the term and to provide for the CEO's compensation and performance review.

NOW THEREFORE, BE IT RESOLVED by the JEA Board of Directors that:

1. The recitals above are true and correct and hereby incorporated into this Resolution as findings of fact.
2. The Board hereby approves the terms and conditions provided in the First Amendment to the Agreement, attached hereto as Exhibit A and incorporated herein by reference.
3. The Board authorizes the Chair to execute, of behalf of the Board, an amendment to the Agreement in substantially the same form and format as provided in Exhibit A.
4. To the extent that there are any typographical, administrative, and/or scrivener's errors contained herein that do not change the tone, tenor, or purpose of this Resolution, then such errors may be administratively corrected with no further action required by the Board.
5. This Resolution shall be effective upon approval by the Board.

Dated this 25th day of February 2025.

JEA Board Chair

JEA Board Secretary

Form Approved by:

Office of General Counsel

VOTE	
In Favor	
Opposed	
Abstained	

Revised Draft Employment Agreement
per the Compensation Committee's
Request – 2/18/25

Will be provided to the Board for
consideration at the 2/25/25 meeting

**FIRST AMENDMENT TO THE
EMPLOYMENT AGREEMENT
FOR JEA CHIEF EXECUTIVE OFFICER/MANAGING DIRECTOR**

THIS FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR JEA CHIEF EXECUTIVE OFFICER/MANAGING DIRECTOR (First Amendment) is made on this ___ day of _____, 2025, (“Amendment Effective Date”), by JEA, a body politic and corporate under the laws of the State of Florida and an independent agency of the Consolidated City Jacksonville, hereinafter referred to as “JEA” (Employer), and Vickie Cavey, currently employed by Employer as the Chief Executive Officer/Managing Director (“Employee” or “CEO”).

RECITALS

WHEREAS, on October 29, 2024, Employer and Employee entered into the Employment Agreement for JEA Chief Executive Officer/Managing Director (Agreement), providing for the terms and conditions of Employee’s appointment (a copy of which is attached hereto as Exhibit A); and

WHEREAS, during its regularly scheduled meeting on February 25, 2025 the JEA governing body (Board) voted to amend the Agreement to extend the term as well as provide for Employee’s compensation and performance review; and

WHEREAS, the Board’s Chairman, as authorized by the Board, and the CEO have reviewed and approved of the modifications to the Agreement as provided in this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations contained herein, JEA and Employee agree as follows:

1. The Recitals above are hereby incorporated into and made part of this Amendment, and such recitals are adopted as findings of fact.

2. Section 1.1 of the Agreement, entitled “Term” is hereby deleted and replaced in its entirety as follows:

“1.1. **Term and Renewal.** JEA agrees to employ Employee and Employee agrees to be employed as the Chief Executive Officer/Managing Director of JEA beginning September 24, 2024 (“Effective Date”). Unless sooner terminated pursuant to Section III hereof, the mutual promises, covenants and obligations contained herein shall be in effect through and until **February 20, 2028** (“Term”), at which time this Agreement shall be deemed to have expired and to have no further force and effect. Provided that this Agreement has not been terminated pursuant to Section III hereof, at least one month prior to expiration of the Term, Employer and Employee may amend this Agreement to extend the Term for up to two (2) additional one-year terms. Nothing in this provision, or elsewhere in this Agreement, shall be construed to alter the Employee’s at-will employment status.”

3. Sections 2.1, 2.2 and 2.4 of the Agreement, respectively entitled “Base Salary,” “Performance Review,” and “Annual Leave” are hereby deleted and replaced in their entirety as follows:

2.1 **Annual Base Salary.** Employee shall be paid a salary of \$700,000 per annum (“Annual Base Salary”), which shall be paid in accordance with JEA’s standard payroll practice, including deductions for all legally applicable taxes and withholdings, with accrual commencing with the pay period **beginning February 24, 2025**. The Annual Base Salary shall be increased by (3%) per annum, effective February 20th of years 2026 through 2028. Employee agrees that Employee is not entitled to incentive compensation and agrees to forego participation in any incentive based compensation plan developed for all other JEA employees.

2.2 **Performance Review.** The JEA Board will establish goals and objectives for the Employee and will perform an annual overall evaluation of Employee. The annual performance review evaluation shall be completed with **sixty (60)** days of the end of each year of the Term of this Agreement.

2.4 **Annual Leave.** Upon execution of this Agreement, Employee shall be credited with **120** hours of annual leave. Thereafter, Employee will be provided annual leave in accordance with JEA’s policies and procedures, as may be amended from time to time. Employee’s annual rate of accrual will be 280 hours of annual leave per year, in consideration of Employee’s prior years of employment with JEA.

4. With the exception of the provisions referenced above, all terms and conditions contained in the Agreement shall remain in full force and effect.

5. This First Amendment may be executed in one or more electronic or original counterparts, each of which shall be deemed an original and both of which together shall constitute the same instrument.

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

EMPLOYER

EMPLOYEE

Joseph DiSalvo
Chair

Vickie Cavey
Chief Executive Officer/Managing Director

**FIRST AMENDMENT TO THE
EMPLOYMENT AGREEMENT
FOR JEA CHIEF EXECUTIVE OFFICER/MANAGING DIRECTOR**

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RECITALS

WHEREAS, on October 29, 2024, Employer and Employee entered into the Employment Agreement for JEA Chief Executive Officer/Managing Director (Agreement), providing for the terms and conditions of Employee’s appointment (a copy of which is attached hereto as Exhibit A); and

WHEREAS, during its regularly scheduled meeting on {insert date}, the JEA governing body (Board) voted to amend the Agreement to extend the term as well as provide for Employee’s compensation and performance review; and

WHEREAS, the Board’s Chairman, as authorized by the Board, and the CEO have reviewed and approved of the modifications to the Agreement as provided in this First Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations contained herein, JEA and Employee agree as follows:

1. The Recitals above are hereby incorporated into and made part of this Amendment, and such recitals are adopted as findings of fact.

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EMPLOYER

EMPLOYEE

Joseph DiSalvo
Chair

Vickie Cavey
Chief Executive Officer/Managing Director