

EXECUTIVE DIRECTOR
EMPLOYMENT SEPARATION AGREEMENT

This *Director Employment Separation Agreement* (herein the "Agreement") is made and entered into by and between Jason Yarborough (herein "Director") and Emerald Coast Utilities Authority (herein "ECUA") as of October 16, 2026 (herein the "Effective Date").

RECITALS

WHEREAS, ECUA is a local governmental body, corporate and politic, which was formed by the Florida Legislature as an independent special district to provide utility services in and around Escambia County, Florida, including water, sewer and sanitation services; and

WHEREAS, Director is currently employed by ECUA in the role of Executive Director pursuant to that certain Executive Director Agreement between Jason Yarborough and Emerald Coast Utilities Authority dated June 30, 2026 (the "Employment Agreement"); and

WHEREAS, Director and ECUA have mutually agreed to the termination of the Employment Agreement and separation of Director's employment with ECUA pursuant to the terms contained in this Agreement.

NOW, THEREFORE, based on the foregoing and in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Director and ECUA, intending to be legally bound, hereby agree as follows:

1. **Acknowledgement of Recitals.** Director and ECUA agree and acknowledge that the facts set forth in the Recitals above are true and correct and are incorporated herein by reference.

2. **Scope of Agreement.** This Agreement covers all understandings between Director and ECUA relating to Director's employment and separation from employment with ECUA. When used herein, the term "ECUA" also includes any or all current or former affiliated entities and the officers, directors, board members, employees, agents, contractors, attorneys, successors, and assigns of ECUA. The Employment Agreement is hereby terminated and shall be of no force or effect hereafter, except that Section 11 entitled "Indemnification" shall survive. For the avoidance of doubt, this termination obviates any repayment obligation arising under Section 3 of the Employment Agreement.

3. **Administrative Leave and Separation Date.** Director will be placed on administrative leave effective upon the Effective Date of this Agreement and will remain on administrative leave until February 16, 2027 (herein the "Separation Date"). This period of time shall be referenced herein as the "Administrative Leave Period."

4. **Employer Consideration.** For and in consideration of the promises made by Director in Paragraph 5 of this Agreement, ECUA agrees to pay to Director during the Administrative Leave Period the Director's salary and benefits as identified at Exhibit A to this Agreement. Director acknowledges that the salary and benefits described in this paragraph are salary and benefits which Director is not otherwise entitled to receive.

5. **Employee Consideration.** For and in consideration of the promises made by ECUA in Paragraph 4 of this Agreement, Director agrees as follows:

- a. Director unconditionally releases, discharges, waives, and holds harmless ECUA from each and every claim, cause of action, right, liability, or demand of any kind and nature, whether or not presently known to exist, including, without limitation, those claims arising from or relating to Director's employment or separation from employment with ECUA. This general release is a full and final bar to any claims Director may have against ECUA, including, without limitation, any claims:
 - i. arising from Director's employment, pay, bonuses, vacation, or any other employee benefits, and other terms and conditions of employment or employment practices of ECUA;
 - ii. relating to the separation of Director's employment with ECUA or the surrounding circumstances thereof;
 - iii. relating to any claims for punitive, compensatory, and/or retaliatory discharge damages; back and/or front pay claims and fringe benefits; or of any attorneys' fees for Director;
 - iv. arising under the Civil Rights Act of 1866, 1871, 1964, and 1991; Employee Retirement Income Security Act of 1974; the Rehabilitation Act of 1973; the Fair Labor Standards Act; the Equal Pay Act of 1963; the Occupational Safety and Health Act; the Immigration Reform Control Act of 1986; the Age Discrimination in Employment Act of 1967; the Older Workers' Benefit Protection Act; the Family and Medical Leave Act of 1993; the Worker Adjustment and Retraining Notification Act of 1989; the Americans with Disabilities Act; the Florida Civil Rights Act (as any of these laws have been amended); or any other labor, employment, or anti-discrimination laws;
 - v. based on any contract, tort, whistleblower, personal injury, or wrongful discharge theory.
- b. Director also waives his right to recover in any action which may be brought on his behalf by any person or entity, including, but not limited to, any governmental department or agency such as the Equal Employment Opportunity Commission, the Florida Commission on Human Relations, or the Department of Labor.
- c. Director agrees that this Agreement does not and shall not be construed to constitute an admission by ECUA of any violation of any federal, state, or local statute or regulation, or any violation of any of Director's rights or of any duty owed by ECUA to Director.

- d. Director agrees not to testify for, appear on behalf of, or otherwise assist in any way any individual, company, or agency in any claim against ECUA unless pursuant to a lawful subpoena issued to Director. If such subpoena is issued, Director will immediately notify ECUA and provide ECUA with a copy of the subpoena.
- e. Director agrees that, as of the Effective Date of this Agreement, Director was and is no longer authorized to incur any expenses, obligations, or liabilities on behalf of ECUA.
- f. Director agrees that, as of the Effective Date of this Agreement, all of Director's access to ECUA's buildings and facilities shall be terminated.

6. **Press Release.** ECUA will issue the Press Release attached hereto as **Exhibit B**.

7. **Outside Employment.** Director shall be permitted to accept outside employment during the Administrative Leave Period without reducing or forfeiting the compensation and benefits contemplated hereunder.

8. **Disparaging Conduct.** Both parties agree and promise that they shall refrain from making any derogatory statements or engaging in any disparaging behavior concerning the other party going forward from the date of this Agreement.

9. **References.** Upon request from potential employers, ECUA will respond solely with following statement "Jason Yarborough began employment with ECUA on July 6, 2026. His resignation from the Executive Director position is effective October 16, 2026. Under the separation agreement, his employment with ECUA continues through February 16, 2027," together with any legally required disclosures and the public records law.. When applying for employment or otherwise listing ECUA or any of its agents, employees, contractors, and affiliated entities as a reference or as a previous employer, Director will list only ECUA's Human Resources Department as contact information.

10. **Attorneys' Fees.** Both parties agree that the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in any action arising from or relating to the enforcement of any provision of this Agreement, including attorneys' fees and costs incident to an appeal.

11. **Severability and Waiver.** The parties agree that the covenants of this Agreement are severable and that if any single clause or clause shall be found unenforceable, the entire Agreement shall not fail but shall instead be construed and enforced without any severed clauses in accordance with the terms of this Agreement. The parties also agree that any failure by any party to enforce any right or privilege under this Agreement shall not be deemed to constitute waiver of any rights and privileges contained herein.

12. **Choice of Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. Any legal action, suit, or proceeding arising out of or in connection with this Agreement shall be brought exclusively in the Circuit Court in and for Escambia County, Florida, and each

party hereby irrevocably accepts and submits to the exclusive jurisdiction and venue of the aforesaid court in personam.

13. **Full Understanding.** DIRECTOR ACKNOWLEDGES THAT HE HAS READ THE FOREGOING AGREEMENT, INCLUDING THE RELEASE CONTAINED HEREIN, AND THAT HE UNDERSTANDS AND APPROVES, IN FULL, OF ITS CONTENTS.

IN WITNESS, the parties have duly executed this Agreement, effective as of the Effective Date set forth above.



Jason Yarborough

Date: 16/10/2026



Emerald Coast Utilities Authority

Date: 16/10/2026

By: Kevin Stephens

Its Chairperson

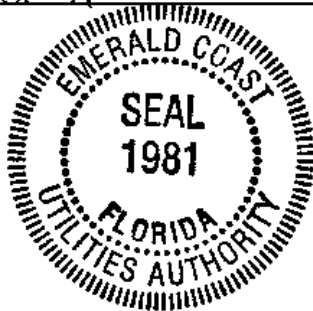


Exhibit A

Salary

During the administrative leave period, Director will earn a salary calculated at a 40-hour weekly rate of \$4,326.92 or calculated at the hourly rate equivalent of \$108.17 per hour for partial weeks. Salary is not subject to any increase during Director's Administrative Leave Period, except that it shall be increased by the amount necessary to reflect any salary adjustments that are provided or required by ECUA's compensation policies affecting ECUA's full-time general employees. Specifically, the Director shall receive the same across-the-board cost-of-living or general wage adjustment provided to ECUA general employees.

Benefits

The current employer-employee cost-sharing arrangements for benefits will continue unchanged through the end of Director's Administrative Leave Period and will not be subject to election of benefit changes, after which all benefits will be terminated. For reference, Director's current benefits package includes the following:

Medical: Blue Options Copay Plan - Employee + Family

Dental: Enhanced Dental - Employee + Family

Vision: BlueView - Employee + Family

Additional Employee Life & AD&D Insurance: 1x Salary \$225,000

Retirement: FRS Pension Plan

Health Care Flexible Spending Account

Employee is contributing \$40.00 per pay period, which will continue through the end of the Administration Leave Period.

Deferred Compensation

Employee is contributing \$1,250.00 per pay period. Employee may change the amount of this contribution during the Administrative Leave Period by notifying the HR Department of his election.

Paid Annual Vacation Leave Accrual

Director currently accrues paid annual vacation leave at a rate of 14 hours per month, which is prorated for partial months worked. Provided no paid annual leave is used during the Administrative Leave Period, ECUA anticipates that Director will have accrued 140 hours of paid annual vacation leave through the end of the Administrative Leave Period. ECUA will pay the Director for all such accrued and unused vacation leave in one lump sum on February 26, 2027 at the salary rate in effect at the end of the Administrative Period. A payroll reconciliation supporting these calculations is attached hereto.

Paid Sick Leave Accrual

Director currently accrues paid sick leave at a rate of 10 hours per month, which is prorated for partial months worked. Provided no paid sick leave is used during the Administrative Leave Period, ECUA

anticipates that Director will have accrued 80 hours of paid sick leave through the end of the Administrative Leave Period. ECUA will pay the Director for all such accrued and unused sick leave in one lump sum on February 26, 2027 at the salary rate in effect at the end of the Administrative Period. A payroll reconciliation supporting these calculations is attached hereto.

Floating Holiday Leave

Director has accrued 24 hours of floating holiday leave. Per ECUA's existing HR policy, this leave is not subject to pay out and will be forfeited. No additional floating holiday leave will accrue during the administrative period.

Jason Yarborough

Report:

Accruals History Report: [System]

Date & Time:

10/15/2026 14:53

Company:

EMERALD COAST UTILITIES AUTHORITY (6178334)

Added	Transaction Type	Range	Hours Authorized	Hours Taken	Updated To Date	Comment	Created By	Created By Employee Id
09/30/2026 01:34	Automatic Accruals Execution	09/01/2026 - 10/01/2026	14.00	-	10/01/2026		System Administrator	TA12987134729
08/31/2026 01:32	Automatic Accruals Execution	08/01/2026 - 09/01/2026	14.00	-	09/01/2026		System Administrator	TA12987134729
07/31/2026 01:33	Automatic Accruals Execution	07/01/2026 - 08/01/2026	14.00	-	08/01/2026		System Administrator	TA12987134729
07/28/2026 14:05	Time Entry	07/23/2026	-	4.00			ANNA STEARNS WADE	2422
07/28/2026 14:05	Time Entry	07/24/2026	-	8.00			ANNA STEARNS WADE	2422
06/30/2026 09:57	Manual Information Modification	06/30/2026	40.00	-	07/01/2026	Per Section 7-A of the Executive Director Agreement: The Executive Director will be granted 40 hours of annual leave as a one-time, beginning balance upon starting employment.	ANNA STEARNS WADE	2422

Total 82.00 12.00

Annual Leave Balance 10.15.2026	70.00
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Jason Yarborough

Report:

Accruals History Report: [System]

Date & Time:

10/15/2026 14:52

Company:

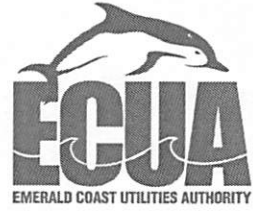
EMERALD COAST UTILITIES AUTHORITY (6178334)

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08/31/2026 01:32	Automatic Accruals Execution	08/01/2026 - 09/01/2026	10.00	-	09/01/2026		System Administrator	TA12987134729
07/31/2026 01:32	Automatic Accruals Execution	07/01/2026 - 08/01/2026	10.00	-	08/01/2026		System Administrator	TA12987134729

Total 30.00 0

Sick Leave Balance 10.15.2026	30.00
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Exhibit B



FOR IMMEDIATE RELEASE
10/16/26

CONTACT: Davis Wood
(448) 204-7793 | davis.wood@ecua.fl.gov

ECUA Board Accepts Executive Director's Resignation

PENSACOLA, Fla. – The Emerald Coast Utilities Authority Board formally accepted Executive Director Jason Yarborough's resignation during a special board meeting on Friday, Oct. 16.

(INSERT NAME) will serve as Acting Executive Director and oversee the organization's daily operations during the leadership transition.

ECUA remains committed to providing reliable sanitation, water and wastewater services to its customers throughout the transition.

www.ecua.fl.gov | Facebook: [@ECUA.Official](https://www.facebook.com/ECUA.Official) | Instagram: [@ecua_fl](https://www.instagram.com/ecua_fl) | LinkedIn: [@ECUA](https://www.linkedin.com/company/ECUA)

The Mission of the Emerald Coast Utilities Authority is to promote the quality of life of the Emerald Coast by providing water, wastewater, and sanitation services in an effective and efficient manner.

Executive Director Employment Separation Agreement

Final Audit Report

2026-10-16

Created:	2026-10-16
By:	Emilee Taylor (etaylor@lawpensacola.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAzINdsv1wMTS7aL4andCUB5RDf9wL6R1

"Executive Director Employment Separation Agreement" History

-  Document created by Emilee Taylor (etaylor@lawpensacola.com)
2026-10-16 - 2:18:43 PM GMT
-  Document emailed to Jason Yarborough (yarborough.jason@gmail.com) for signature
2026-10-16 - 2:18:48 PM GMT
-  Email viewed by Jason Yarborough (yarborough.jason@gmail.com)
2026-10-16 - 3:39:37 PM GMT
-  Document e-signed by Jason Yarborough (yarborough.jason@gmail.com)
Signature Date: 2026-10-16 - 3:48:47 PM GMT - Time Source: server - Signature Appearance Selected: DRAW
-  Agreement completed.
2026-10-16 - 3:48:47 PM GMT



Adobe Acrobat Sign