

OFFICE OF GENERAL COUNSEL
CITY OF JACKSONVILLE

JASON R. GABRIEL*
GENERAL COUNSEL



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*BOARD CERTIFIED CITY, COUNTY
AND LOCAL GOVERNMENT LAW

November 26, 2018

Stephen B. Amdur, Esquire
Pillsbury Winthrop Shaw Pittman LLP
1540 Broadway
New York, NY 10036-4039

Re: Engagement of Pillsbury Winthrop Shaw Pittman LLP

Dear Mr. Amdur:

This letter is to confirm the engagement of the law firm of Pillsbury Winthrop Shaw Pittman LLP (the "Firm") provide specialized legal services as outside counsel to represent JEA in the following:

- Assist with the drafting of certain JEA governance documents, including, but not limited to, a Delegation of Authority Policy
- Assist with general JEA governance matters

The first purpose of this letter is to confirm the Firm's engagement as counsel and to confirm certain information concerning fees and billing, and other terms that will govern our relationship. You will be the Firm's primary contact in the above-referenced matter. Your only client in this matter shall be JEA, and you shall not be in any way deemed to represent the City of Jacksonville or any of its instrumentalities or officials. The hourly rates for legal services provided by Firm attorneys, paralegals and other support staff in this matter set forth in your Firm's Addendum Engagement Letter, attached hereto as Exhibit A. These hourly rates shall be revised at the beginning of each calendar year to reflect changes in hourly billing rates charged by the Firm to its clients generally. Secretarial time will not be billed. In the event that the Firm may, from time to time, recommend

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that other attorneys and/or paralegals be enlisted to provide assistance on these matters, you will notify JEA when that is recommended to obtain prior written approval and agreement upon the hourly rate for each such person.

This engagement is limited to a "not-to-exceed" amount of \$150,000 and is governed by the City of Jacksonville Ordinance Code and Charter. The Firm agrees to notify OGC when \$100,000 of the budget has been expended and recognizes that the not-to-exceed amount cannot be modified without written amendments authorized in accordance with the Ordinance Code Charter. No fees or costs shall be billed to JEA beyond the foregoing amount without a written amendment to this engagement letter signed by the Firm and the General Counsel or his designee, and subject to the required and authorized approvals as set forth in the Ordinance Code. All Client Files (as defined in the Addendum Engagement Letter) created during the retention of the matters at hand are the property of JEA. Upon the conclusion of the matters, or upon a written request by JEA for their production all such Client Files shall be returned to JEA, as contemplated by the Addendum Engagement Letter.

Regarding the matters mentioned above, upon request by JEA, the Firm shall provide JEA with quarterly projected budgets for work and expenses which the Firm reasonably believes will be necessary to incur in order to properly counsel JEA, subject to OGC review and approval. The Firm will include in these budgets a general description of the tasks expected to be necessary or recommended based on developments in the services provided, as well as a general estimate of the range of probable costs and expenses to perform the work. If JEA determines, based on these budgets, that there are particular items of concern to JEA, either as to necessity, strategic advisability, or expense, we will discuss these in good faith with you and will resolve these issues before you will perform the work. If we cannot reach agreement, you may opt to conclude your representation.

The Firm will comply with JEA's travel reimbursement policy. No travel costs exceeding the amounts allowed by such policy will be reimbursed to the Firm. The Firm also agrees to charge JEA the amounts administrative costs such as photocopying, faxing, delivery, etc. as set forth in the Addendum Engagement Letter, although it is contemplated that billing for such services should be minimal because such services will normally be provided by JEA.

Detailed monthly billings will be submitted each month to JEA Accounts Payable, c/o Jody L. Brooks, JEA Vice President and Chief Legal Officer, Broojl@jea.com. The Firm shall also submit reasonably detailed itemized bills to JEA in tenth-of-an hour billing increments format, and shall break down the tasks performed by each person involved, and will identify by initials or name each person who performs the respective tasks to JEA. Payment will be remitted by JEA approximately thirty days following receipt of the billings. The parties will endeavor in good faith to resolve promptly any billing issues as may arise from time to time.

JEA is aware that the nature of the Firm's practice is such that the Firm may from time to time concurrently represent one client in a particular case or matter and an adversary of that client in an unrelated case or matter if it is the Firm's professional judgment that the Firm can undertake


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the concurrent representation impartially and without any adverse effect on the other responsibilities the Firm has to either client. Additional detail regarding the Firm's practice and conflicts matters are set forth in your Firm's Addendum Engagement Letter.

JEA, through OGC, may terminate the Firm's representation by delivering a written notice of termination to the Firm. The Firm will also have the right to withdraw from its representation of JEA at any time with JEA's consent or for good cause, or as permitted by the applicable Rules of Professional Conduct, without JEA's consent. If the Firm is discharged or elects to withdraw, the parties will take all steps necessary to free each other of any obligation to perform further, including the execution of any documents necessary to complete the termination of the representation, and will take all steps that are reasonably practicable to protect JEA's interests. If a discharge or withdrawal occurs, the Firm will be entitled to be paid or reimbursed for all authorized costs and expenses paid or incurred on JEA's behalf, and the Firm will be entitled to be paid a reasonable fee for the authorized professional services rendered to the date of termination and for which the Firm previously had not been paid. Notwithstanding anything to the contrary contained herein, it is understood and agreed that in the event of a conflict between the terms of this letter and of the Addendum Engagement Letter, the terms of this letter shall govern.


If this letter correctly reflects your understanding of the scope, terms, and conditions of your representation of JEA, please execute the enclosed copy of this letter in the space provided below and return it to my attention. If you have any questions concerning this letter or your representation, please do not hesitate to contact me.

Sincerely,


Jody L. Brooks
OGC/JEA VP & Chief Legal Officer

The foregoing is approved and agreed to:

Pillsbury Winthrop Shaw Pittman LLP

By: 
Stephen B. Amdur, Partner

Date: February 25, 2019

Approved by:

By: _____
Jason R. Gabriel
General Counsel

Date: _____

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Office of General Counsel, City of Jacksonville

I have confirmed that funds are appropriated and can be encumbered to support this engagement for legal services in accordance with the JEA Charter and the JEA Procurement Code.

Ryan F. Wannemacher, JEA
Interim Chief Financial Officer

cc: Aaron Zahn, JEA
Ryan F. Wannemacher, JEA
Jason R. Gabriel, OGC

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EXHIBIT A

PILLSBURY
ADDENDUM ENGAGEMENT LETTER



Pillsbury Winthrop Shaw Pittman LLP
1540 Broadway | New York, NY 10036-4039 | tel 212.858.1000 | fax 212.858.1500

Stephen B. Amdur
tel:212.858.1135
stephen.amdur@pillsburylaw.com

November 19, 2018

Jody L. Brooks
VP & Chief Legal Officer
JEA
21 West Church Street (T-16)
Jacksonville, FL 32202

Dear Jody:

This letter confirms that JEA (“JEA”, or “you”) has engaged Pillsbury Winthrop Shaw Pittman LLP (“Pillsbury”, or “us”) to advise and represent you in the matter described below and provides the terms and conditions of our engagement.

1. Scope of Engagement and Fees. You have asked us to assist you with general and day to day advice and internal governance matters.

Our billing policies and procedures, rates, charges for disbursements, and other standard terms of engagement are provided in the Addendum to this letter.

2. Identity of the Client. Unless agreed otherwise in writing, you will be our sole client in this engagement and we will not be representing any of your affiliated or constituent individuals or entities, such as any parent or subsidiary companies, directors, officers, founders, managers, general or limited partners, employees, members, or shareholders.

3. Pillsbury Marketing. You agree that we may list you as a client in our marketing materials and note the general nature of the matters where we have represented you. We will of course preserve any confidential information obtained during the course of our engagement.

4. Advance Conflicts Waiver. Pillsbury is an international law firm that represents many different clients with diverse interests. Many of our clients conduct business or

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compete with one another. Our website, www.pillsburylaw.com, describes the types of clients we represent, the locations where we practice, and the matters we typically handle.

In the future, we may be asked to represent a party in a transaction or a dispute that is adverse or potentially adverse to you, where that transaction or dispute is unrelated to the matter involved in this engagement. Under the rules of professional conduct for lawyers in many of the jurisdictions where we practice, we may be precluded from representing a current or new client in a matter adverse or potentially adverse to you, even though that matter is unrelated to this engagement for you, unless we have specific agreement from you in advance that we may do so. In addition, by entering into this agreement you agree that if we represent you in a matter adverse to another person or entity, we may represent such other person or entity on matters not substantially related to our work for you.

In addition, we understand that you engage in business with many businesses, some of which are likely to be our clients. You agree that we may represent you in transactions where the adverse party is a Pillsbury client, but on matters unrelated to our engagement, and you waive the conflict of interest that we would have in representing you in such a matter. You further agree that we need not give you notice that the adverse party is a Pillsbury client unless you specifically ask us whether the adverse party is a Firm client. We will not undertake such a representation of you unless we have a reciprocal waiver from our client that is adverse to you.

Accordingly, you agree that, without your further consent, we may represent and may continue to represent banks, investment banks, private equity funds, hedge funds and other financing sources on a regular basis in matters other than those in which we represent you. You also agree that, in a matter where you are, or may be, advising in connection with a M&A matter, to allow our firm, with separate teams (commonly referred to as "trees") that do not share any information about the related matters (except as may be agreed in respect of any particular subject such as, for example, shared expert diligence) to represent other competing bidders, advisors and financing sources for other bidders. We will not accept an engagement from another client in the situations described above unless we believe that our representation of that other client will not have an adverse effect on the exercise of our independent professional judgment on your behalf in the matters in which we represent you.

Your signature on this letter confirms that you understand and agree that we may take on such matters and that you waive any conflicts that such a future representation might present to the extent such consent and waiver may be required under applicable laws. We will preserve at all times your confidences under applicable rules of professional conduct and this advance waiver does not affect that obligation.

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You also acknowledge, by signing this letter, that you have had the opportunity to consult with other counsel about the consequences of granting this advance waiver and that we recommended that you do so.

5. Termination or Withdrawal. Unless otherwise agreed in writing, this engagement will terminate if no services are provided by us for a six-month period, except where we are awaiting an action or decision by a court, tribunal or agency, or specific actions are necessary to complete the engagement that extend beyond the 6-month period.

You may terminate this representation at any time, with or without cause, by providing written notice to us.

We have the right to withdraw from representation of you subject to applicable rules of professional conduct. Before withdrawing we will discuss with you any steps necessary to protect your interests in any ongoing matter including transfer to other legal counsel.

The termination or withdrawal of this engagement will not affect your responsibility to pay for services rendered and charges incurred on your behalf.

6. Arbitration of Disputes. If you disagree with the amount of our fees or other charges, or if you have any concerns about our work for you, please bring that to our attention as soon as possible. In the event any dispute between us arising from or relating to our work cannot be resolved informally, we both agree to forego the right to trial by jury and to resolve any disputes between us, or any disputes you have with any of our lawyers or staff, including but not limited to disputes over fees and charges, exclusively through private and confidential binding arbitration before the American Arbitration Association. The arbitration will be governed by the rules for complex commercial disputes, conducted before one neutral arbitrator for any dispute where the claim is less than \$300,000 or before three neutral arbitrators for any larger dispute, and the arbitrator or arbitrators will be authorized to award any damages or relief that a court of law having jurisdiction over the dispute could award. You acknowledge by signing this letter that you have had the opportunity to consult with other counsel about the consequences of agreeing to binding arbitration and that we recommended that you do so.

To the extent that New York rules would apply to a dispute between us that cannot be readily resolved, you may have the right to request non-binding arbitration in New York City under Part 137 of the Rules of the Chief Administrator of the Office of Court Administration of the New York State Unified Court System or under



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applicable bar association procedures. By signing this engagement letter, you expressly waive that right and agree to binding private arbitration as provided above.

7. Internal Communications. There may be instances where our lawyers and staff find it useful to communicate about their professional obligations with inside or outside counsel for our firm. For example, we may need to determine if a new representation of another client would present a conflict of interest because of our work for you, and if so, the form of waiver required. Another example is where a dispute occurs between you and our firm. You agree that if our lawyers or staff have communications with our inside or outside legal counsel about our work for you, we have your consent to do so, and such communications will be deemed confidential and protected by our firm's attorney-client privilege. Our representation of you shall not waive such privilege and you agree that we will not be obligated to disclose such privileged communications.

8. Additional Engagements. If you request and we agree that our firm undertake additional engagements for you, or represent any of your affiliates, we will do so on the terms and conditions set forth in this letter unless otherwise mutually agreed in writing.

9. Review and execution. Please review this letter carefully and let us know if you have any questions. If these terms are acceptable, please sign and return the enclosed copy, keeping a copy for your files.

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We are pleased to have this opportunity to be of service and we look forward to working with you on the engagement.

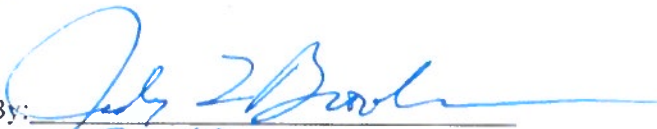
Very truly yours,



Stephen B. Amdur
Partner

Accepted and agreed to:

JEA

By: 
Name: JODY BROOKS
Title: VP & CHIEF LEGAL OFFICER

Dated: NOV. 26, 2018

**ADDENDUM
BILLING AND DISBURSEMENTS**

1. Our Billing Policies and Procedures. Our fees are based on the number of hours devoted to this engagement. In general, our attorneys' billing rates applicable to this engagement will range from \$525 per hour to \$1,565 per hour, depending on the seniority and expertise of the attorney involved. For paralegal and other professional time, our rates will range from \$220 to \$1,020 per hour.

Our standard hourly rates are adjusted periodically to reflect the advancing experience, capabilities and seniority of our professionals as well as general economic factors. We will provide you with notice of any adjustment in rates for professionals working on your matter.

Other factors may be taken into account in determining our fees and may result in an increase over the rates specified above, including the novelty or difficulty of the legal problems involved, the risks and responsibilities assumed by us, the extent to which unforeseen circumstances arise, the time limitations imposed by you or by circumstances, the seriousness of the consequences of the matter, the results obtained, and other considerations permitted by applicable rules of professional conduct.

Fees generally will be billed within 30 days of the month in which the services are rendered, and disbursements and other charges will generally be billed within 30 to 60 days after they are incurred by us. Payment is due upon your receipt of our statement.

The timely payment of our statements is important to us and a critical part of our engagement. If a bill is not paid within 35 days following the date of the statement, you agree that interest on the full amount thereof at the rate of 1% per month will also be due. Interest will commence to run on the 35th day following the date of our statement for all unpaid amounts. Payment of interest does not waive or limit our rights to withdraw from representation for failure to make timely payment of statements when due.

2. Estimates of Fees and Expenses. Any estimates of anticipated fees that we provide at your request, whether for budgeting purposes or otherwise, are only an approximation of what the actual fees will be. Unless we have otherwise agreed in writing, any such estimate is not a maximum or minimum fee quotation, and our fees will be determined based on actual hours incurred as provided above.

3. Disbursements. In the course of our engagement we will use our normal support systems. In addition to our fees for legal services, we will charge separately for certain costs, expense disbursements and taxes, as applicable. A list of our standard charges that may be incurred during the course of the engagement is set forth below.

PILLSBURY WINTHROP SHAW PITTMAN LLP
DISBURSEMENT CHARGE RATES ¹ - USD
as of 01/01/2018

DISBURSEMENT/EXPENSE*

CLIENT CHARGE BASIS

Computer

Litigation Support Data Hosting charges	\$20 per GB per month
Computer Research (LexisNexis and Westlaw), etc.	Charged based on standard vendor rates per search, less a discount of 30% on Westlaw and LexisNexis searches, plus the hourly rate of the person conducting the search.

Document Processing

\$60/hr. - Basic (Simple creation and editing; basic PowerPoint, Excel and Acrobat services)
 \$75/hr. - Standard (Forensics and troubleshooting; advanced PowerPoint, Excel and Acrobat services)
 \$90/hr. - Premium (Graphic design; SIs; non-standard programs; financial tables)
 \$125/hr. - CD of closing documents

Document Preparation

Convenience Copies, Printing, Scanning	\$0.19 per page -- Black and white \$0.44 per page - Color
Copy Center Reproduction and Printing (Photocopies, scans, images, etc.)	\$0.15 per page (for jobs under 3,500 counts) \$0.10 per page (for jobs of 3,500 counts or more)
Oversized Copies	\$0.75 per page
Color Copies	\$0.40 per page (for jobs under 3,500 counts) \$0.35 per page (for jobs of 3,500 counts or more)
Document Binding (Briefs, formal presentation documents, etc.)	\$1.25 per binding
CD Burn	\$5.00 per burn
DVD Burn	\$7.50 per burn
Tabs	\$0.20 per tab
Litigation Preparation (Copying, scanning, etc).	\$0.10 per page (light) \$0.12 per page (medium) \$0.15 per page (heavy) \$0.19 per page (glass work)

* There is no charge for postage, faxes or domestic and international phone calls

¹ All other expenses incurred and paid for by the firm on behalf of clients, including express courier service, court services, catering, equipment rental, third party conference calls, cell phone expenses, etc. are charged at cost. Disbursements for large vendor invoices (over \$5000) will be forwarded directly to the client for payment. Alternatively, if the client prefers to have the firm pay the vendor for large invoices and include the disbursement on the next client bill, the firm will do so if the vendor agrees to defer payment of their invoice until the client pays the firm.

For matters involving patent work, we do not handle the payment of maintenance fees or annuities on granted United States or foreign patents. If you do not already have an arrangement for handling these payments, we suggest you consider engaging Computer Patent Annuities (“CPA”) or another similar vendor to handle monitoring and payment of your annuities. CPA, which has no affiliation with us, presently handles approximately 1,000,000 renewal payments each year and has relationships with patent and trademark offices in every country in the world. Of course, you can attend to these payments yourself rather than make use of a vendor, but we recommend against doing so. Please inform us as soon as possible which vendor you currently use or plan to engage for payment of maintenance fees and annuities on granted patents.

4. Electronic Discovery Activities and Charges. In the event that your matter involves processing, reviewing and/or producing documents, we may, with your approval, provide certain eDiscovery services to support these activities, including processing of electronic data for culling, analysis and review, hosting of electronic files and databases in one of our eDiscovery platforms (“eDiscovery databases”), assembling and distributing document and data productions, or performing related analytics, technical services and project management tasks. We may also perform research activities on your eDiscovery databases to improve productivity or provide analytic results or insights, consistent with our confidentiality obligations to you.

Our Litigation Support Department maintains resources within the firm’s network to facilitate eDiscovery projects, as an alternative to using a third-party vendor or consultants for these services. If you elect to use our Litigation Support Department, you will be charged fees for eDiscovery services at hourly or unit-based (*e.g., per-gigabyte or per-document*) rates, depending on the nature of your project and the type of eDiscovery services we perform. This includes monthly hosting charges based on the volume of eDiscovery databases maintained in our platform on your behalf.

You agree to pay for eDiscovery services performed by us in connection with this engagement, regardless of the outcome of your matter. You authorize us to delete your eDiscovery databases, upon 10 days written notice of our intent to do so, at the conclusion of any eDiscovery project, or upon the termination of this engagement. You further authorize us to take your eDiscovery databases offline if you fall behind on payments to us and agree that we are under no obligation to continue hosting your eDiscovery databases or providing access to them if your account is not current. You also agree that you are entitled to receive a copy of your eDiscovery databases, but only upon written request received by us prior to their deletion, subject to our ordinary hourly rates and media charges and provided your payments to us are up-to-date.

5. Communications, Files and Subpoenas. In working on the engagement, we will preserve communications and documents in either hard-copy or electronic form, depending on the circumstances, as reasonably necessary to represent you. As described below, some of these files belong to you (“Client Files”) and some belong to us. The Client Files consist of those electronic and hard-copy documents that are kept in the central file that we maintain for each client matter. Before we transmit the Client Files to you at your request, we will remove administrative documents, purely internal correspondence and drafts of documents or memoranda that we may prepare but do not transmit to you.

In the event we are required to respond to a subpoena or other formal request for records or other information relating to our services for you, including testimony at a deposition, we will consult you before responding to determine if you want to supply the information demanded and/or assert the attorney-client or other privilege that may apply. You agree to reimburse us for the time and expense for responding to such demands, including, without limitation, the time and expense for searching, locating, reviewing and copying responsive information, appearing at depositions or hearings, and litigating any issues raised at your request.

At the completion or termination of this engagement, you may request in writing the return or disposal of the Client Files. In order to collect and prepare the Client Files for delivery or disposal, we likely will need to spend time and incur expense. You agree to pay us at our regular rates for this time and pay any necessary disbursements. We will give you an estimate of our expected charges promptly after receipt of your written request for transfer or disposal of the files. In our discretion we may make and keep a copy of any Client Files being returned or disposed of at our expense.

If you do not request return of the Client Files, we will maintain them for a period of five years, after which time you agree that we may dispose of them in a confidential manner. Prior to disposal of the Client Files, we will advise you in writing, at the last known address in our files, of our intent to do so in order to give you an opportunity to request the materials. We may dispose of our own files at any time without notice to you.

Please also note that if electronic communications are sent or received by you on a computer or other device that may be accessed by third-parties, the privilege protection that such communications with us might otherwise be afforded may be lost. We therefore strongly encourage you not to use such a device when communicating with us. Please also note that our records may be accessed electronically by all our offices and that we may store records using "cloud computing."

6. Non-legal Services. Because we are a law firm, we provide only legal services. In the engagement we will not provide any investment, insurance, accounting or technical advice, make business decisions, or investigate the character or credit of those with whom you may be dealing.