



PAYMENT REQUEST

RECEIVED 07/22/2019



Date: 7/18/2019

Posting Period: 07/2019
(MM/YYYY)

From: VP & Chief Legal Officer / Chief Financial Officer
(JEA Organization Name And Location)

To: Accounts Payable Department, Customer Center 6th Floor

Please Issue Payment In Favor Of:

if new

Payee Name: Pillsbury Winthrop Shaw Pittman LLP
(As Shown On Payment Supporting Documentation)

Vendor Number: 916893
(As shown in Oracle, if known)

Address: PO Box 30769
House number, street name, PO Box, etc.

Site Name: ACH-New York
(As shown in Oracle, if known)

New York, NY 10087-0769
City, State, Zip Code

Invoice Number: 8274950

Project #	Task #	Expenditure Type (Name)	Expenditure Organization	Amount
8005652	003.8	Professional Fees	Legal	52,065.94
Description: PA19E-Plant Vogtle Legal Exp. 021.70001.00000000.00.921021.2070.0000				
Description:				
Description:				
Description:				
Description:				
Description:				

Note: In accordance with the JEA Procurement Code (P-Code,) purchases in excess of \$5,000 must be accompanied by a valid JEA-issued purchase order unless exempted by the P-Code through Exemption or Directive. Total: \$ **52,065.94**

Payment Method

- Check
- ACH - EFT
- Wire

Authorization

(Appointed Supervising Employee Signature)

Ryan Wannemacher

(Appointed Supervising Employee Printed Name)

(For ACH and Wire:)

Bank Name:
Bank City & State:
Routing / ABA:
Account #:

Special Handling Instructions:

Preparer Name:	Nancy McDonald
Preparer Signature:	

Pay Alone: <input type="checkbox"/>
Due Date: (Net 30 from rec'd if blank):



Tax ID No. 94-1311126

Lawsikia J. Hodges
Deputy General Counsel
JEA
21 West Church Street (T-16)
Jacksonville, FL 32202

June 25, 2019
Invoice No. 8274950
Client No. 047455
Matter No. 0000003
Stephen B. Amdur
(212) 858-1000

For Professional Services Rendered and Disbursements Incurred through May 31, 2019

<u>Matter Name</u>	<u>Services</u>	<u>Disbursements</u>	<u>Balance Due</u>
Special Project	\$ 50,557.50	\$ 1,508.44	\$ 52,065.94
Total This Invoice:	\$ 50,557.50	\$ 1,508.44	\$ 52,065.94

Current charges only. Time and disbursements not yet recorded will be included in future invoices.

FORM APPROVED



Office of General Counsel

Pillsbury Winthrop Shaw Pittman LLP
31 West 52nd Street - New York, NY - 10019
Due Upon Receipt
Remittance Address
P.O. Box 30769 . New York, NY 10087-0769

Special Project

For Professional Services Rendered and Disbursements Incurred Through May 31, 2019

<u>Timekeeper</u>	<u>Date</u>	<u>Service</u>	<u>Hours</u>
S. B. Amdur	05/17/19	Coordination and calls with team; review of background materials.	0.40
S. B. Amdur	05/19/19	Review of background materials; calls with team.	1.10
S. B. Amdur	05/20/19	Coordination and calls with team; review of background materials; preparation for meeting.	0.60
K. Kasny	05/20/19	Research and obtain construction, financing and ownership contracts related to the Vogtle nuclear plants 3 & 4 for S. Amdur.	4.50
M. T. Reese	05/20/19	Correspond with M. Roth regarding [REDACTED]	3.50
S. B. Amdur	05/21/19	Coordination and calls with team; preparation for meeting; review and comment on background materials.	8.80
M. T. Reese	05/21/19	[REDACTED] attend to matter.	4.00
S. B. Amdur	05/22/19	Coordination and calls with team; [REDACTED]	8.40
S. B. Amdur	05/23/19	Meetings with team; [REDACTED]; strategic discussions with team; travel from Atlanta.	7.80
S. B. Amdur	05/30/19	Calls with team; strategic discussions.	0.50
Total Hours:			39.60
Total Fees:			\$ 50,557.50

Timekeeper Summary

<u>Timekeeper</u>	<u>Hours</u>
S. B. Amdur	27.60
K. Kasny	4.50
M. T. Reese	7.50
Total:	39.60

Client No. 047455
Matter No. 0000003
Stephen B. Amdur

June 25, 2019
Invoice No. 8274950
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Disbursements Incurred

<u>Date</u>	<u>Type</u>	<u>Description</u>	<u>Amount</u>
05/21/19	Meals - Working	VENDOR: Amdur, Stephen B. (E19620); INVOICE#: NY-393160; DATE: 6/6/2019 Meal(s), Atlanta, GA, S. Amdur, 05/21/19- 05/22/19	\$ 97.63
05/20/19	Travel and Local Transportation	VENDOR: Amdur, Stephen B. (E19620); INVOICE#: NY-393160; DATE: 6/6/2019 Airfare and travel expenses, S. Amdur, NYC/Atlanta, 5/20/19-5/24/19	1,410.81
Total Disbursements:			\$ 1,508.44

Disbursement Summary

<u>Type</u>	<u>Amount</u>
Meals - Working	97.63
Travel and Local Transportation	<u>1,410.81</u>
Total:	\$ 1,508.44

Total Due For Matter 0000003: \$ 52,065.94



Tax ID No. 94-1311126

Lawsikia J. Hodges
Deputy General Counsel
JEA
21 West Church Street (T-16)
Jacksonville, FL 32202

June 25, 2019
Invoice No. 8274950
Client No. 047455
Matter No. 0000003
Stephen B. Amdur
(212) 858-1000

Remittance Advice

Enclose this Remittance Advice for Proper Credit

<u>Matter Number</u>	<u>Services</u>	<u>Disbursements</u>	<u>Balance Due</u>
0000003	\$ 50,557.50	\$ 1,508.44	\$ 52,065.94
Total This Invoice:	\$ 50,557.50	\$ 1,508.44	\$ 52,065.94

Payable in U.S. Dollars upon receipt.

Payment Options:

For **payment by mail**, remit to: Pillsbury Winthrop Shaw Pittman LLP, P.O. Box 30769, New York, NY 10087-0769

For Electronic Payments including **Wire Transfer, ACH, and SWIFT Payments**, send to: JP Morgan Chase Bank NA, NY, NY; [REDACTED] for credit to Pillsbury Winthrop Shaw Pittman LLP, Account Number [REDACTED]

Please include our client, matter and invoice number for proper credit.

[Additional remittance information may also be forwarded to accountsreceivable@pillsburylaw.com]

OFFICE OF GENERAL COUNSEL
CITY OF JACKSONVILLE

RICHARD A. MULLANEY
GENERAL COUNSEL

CINDY A. LAQUIDARA
CHIEF DEPUTY GENERAL COUNSEL



CITY HALL, ST. JAMES BUILDING
117 WEST DUVAL STREET, SUITE 480
JACKSONVILLE, FLORIDA 32202

JOHN F. ADDISON, JR.
ADAM J. ARONSON
TRACY L. ARONSON
THOMAS M. BENTON
DEBRA A. BRAGA
WILLIAM B. BURGESS
KARL M. CHASTAIN
DERRYL Q. CHASTAIN
SHANNON K. ELLER
LARRY L. FRENCH
JOHN F. GERMAN, JR.
STEVEN B. GRAY
LAWRENCE J. HODGES
MARY W. JORDAN
PHILIP R. LAMMERS
ROBERTAL M. LEVY
NATHAN W. AB. ARCHER, JR.
JAMES R. McCANN, JR.
CAROL MURPHY

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BRUCE D. PAGE
GAYLE PETRIE
JOHN R. PILLER
STEPHEN J. POWELL
DYLAN T. REINGOLD
STEVEN E. ROHLAN
JULIANA ROWLAND
CHERRY A. SHAW
MARGARET M. SHIMAN
WENDY L. STEINER
EDWARD C. TAVENNER
JASON R. TEAL
JOEL B. THOMLEY
MICHAEL B. WELLSER

June 3, 2008

Mr. John H. O'Neill, Jr.
Attorney at Law
Pillsbury Winthrop Shaw Pittman, LLP
2300 N St. NW
Washington, DC 20037-1122

Re: Second Amendment to Engagement Letter to Provide Legal Services to JEA
Legal Services Relating to the MEAG Nuclear Power Facility

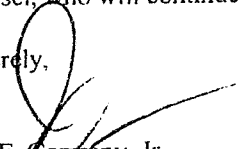
Dear Mr. O'Neill:

This letter will serve as the second amendment to the Engagement Letter to provide legal services to JEA in the connection with the MEAG nuclear power facility. The original letter, dated August 17, 2007, contained a not to exceed amount of \$200,000, unless authorized in writing by JEA. The first amendment, dated March 3, 2008, increased the amount to \$325,000.

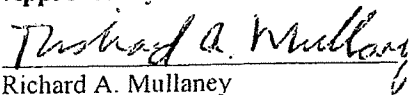
JEA has taken appropriate action to increase the not to exceed amount to \$450,000. Therefore, this letter shall serve as the JEA's written authorization to increase the amount. All other terms and conditions as set forth in the August 17, 2007 engagement letter shall remain in full force and effect.

Please sign a copy of this letter, and return it to my office, to the attention of Debra A. Braga, Assistant General Counsel, who will continue to coordinate this matter.

Sincerely,


John F. Germany, Jr.
Deputy General Counsel

Approved By:


Richard A. Mullaney
General Counsel

Accepted By:

John H. O'Neill, Esq.
Pillsbury Winthrop Shaw Pittman, LLP



Formal Bid and Award System

Award # 3 6/5/08

Type of Award Request: CHANGE ORDER
Requestor Name: Stamper, Vivie A
Requestor Phone: 6656931
Request #: 975
Project Title: Legal Services for Nuclear Consultations, CPA No. 83930.
Project Number: HE10000
Award Estimate: \$450,000.00
Funds: O&M

Description of Request/Product Description:

This is to complete and finalize legal services for work on Nuclear purchase power agreement with MEAG Power. Unexpected need for tax counsel legal assistance in April contributed to increased funding requirement, along with the changing requirements of MEAG Power in going through its negotiated bid procedure. JEA has been awarded the contract. With very minor exceptions, all legal work is completed and no further increases are anticipated.

Requisition Number: TBD
JEA IFB/RFP/State/City/GSA #:
Purchasing Agent: Renee McQuaig
Is this a ratification? NO

If yes, explain:

Recommended Awardee(s)

Name	Address	Phone	Fax	Amount
Pillsbury Winthrop Shaw Pittman LLP	2300 N Street, N.W. Washington, D.C. 20037-1128	(202) 663-8000	(202) 663-8007	\$125,000.00

Recommended Award Information

Amount of Original Award: \$200,000.00
Date of Original Award: 8/30/07

Award Amount for initial year: \$125,000.00

Change Order Amount: \$125,000.00

Original List of Previous Change Orders/Amendments

Amount	CPA #	Date
\$125,000.00	83930	2/14/08

New Not-To-Exceed Amount: \$450,000.00

Length of Contract/PO Term: Three Years

Beginning Date: 9/1/2007

Ending Date: 10/1/10

Renewal Options: yes

If Yes, please explain: This is possible new area that JEA may be entering and we would like to maintain appropriate, experienced legal representation.

JSEB Requirement: N/A

Comments on JSEB Requirements: Specialized work, no JSEB available.

Background/Recommendation (Please provide additional information.)

OGC solicited proposal from three firms: Morgan Lewis; Skadden; and Pillsbury, Winthrop, Shaw, & Pittman Law. Selection was made based on qualifications and prices submitted for scope of work contemplated.

Request approval to award a change order to Pillsbury, Winthrop, Shaw, & Pittman Law for completion of Nuclear contract in the amount from \$125,000.00 for a new not to exceed amount of \$450,000.00, subject to the availability of lawfully appropriated funds.

	Approver
Manager:	
Director:	
VP:	Boswell, Randy J

APPROVALS:

Chairman, Awards Committee	Date
Director, Budget Services	Date

**OFFICE OF GENERAL COUNSEL
CITY OF JACKSONVILLE**

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JOEL B. TOOMEY
MICHAEL B. WEDNER

To: Richard Mullaney, General Counsel

From: Debra Braga, Assistant General Counsel

Re: Request by JEA for to Increase Authorized Amount for Outside Counsel
Pillsbury Winthrop Shaw Pittman LLP for MEAG Nuclear Project

Date: February 29, 2008

Pursuant to an engagement letter dated August 17, 2007, and approved on August 20, 2007, JEA has been using the law firm of Pillsbury Winthrop Shaw Pittman LLP for the MEAG Nuclear Project. The existing engagement letter has a limitation of \$200,000, unless increased in writing by JEA. JEA is requesting that the amount be increased by \$125,000, to \$325,000 total, due to delays in the project. This request was approved by the JEA Awards committee on February 14, 2007.

I have attached an amendment to the engagement letter for your approval, as well as a copy of the original engagement letter, and the minutes of the Awards committee meeting which authorized the increase.

Mr. Germany has approved the request. Please feel free to contact me if there are any questions.

Cc: John Germany, Deputy General Counsel



Pillsbury
Winthrop
Shaw
Pittman LLP

2300 N Street NW
Washington, DC 20037-1122

Tel 202.663.8000
Fax 202.663.8007
www.pillsburylaw.com

August 17, 2007

John H. O'Neill Jr.
202.663.8148
john.o'neill@pillsburylaw.com

Carol Mirando, Esq.
Assistant General Counsel
Office of General Counsel
City of Jacksonville
City Hall, St. James Building
117 West Duval Street, Suite 480
Jacksonville, FL 32202

Re: Letter of Engagement to Provide Legal Services to JEA

Dear Carol:

We are pleased that JEA ("JEA" or "you") has selected Pillsbury Winthrop Shaw Pittman LLP (the "Firm" or "we") as legal counsel to represent JEA with respect to the matter identified below. We enjoyed meeting the JEA team on Tuesday and look forward to working with your colleagues. The purpose of this letter is to set forth the terms and conditions of our representation and the basis for the fees to be charged.

1. NATURE OF THE ENGAGEMENT.

We will provide JEA legal services to assist with the pricing, drafting, and negotiation of a twenty-year power purchase agreement with the Municipal Electric Authority of Georgia ("MEAG"), a part-owner of a to-be-constructed nuclear power facility. We will also provide advice and counsel on the nuclear industry and its regulation by the Nuclear Regulatory Commission.

For purpose of this representation, our client is JEA. Because of the proliferation today of companies affiliated through common or partial ownership, and the problems this can create in identifying potential conflicts of interest, we advise our clients that this Firm will not regard any affiliate of a client (*i.e.*, parent, subsidiary or other related entity) as a client of the Firm for any purpose, unless an attorney-client relationship with that affiliate has been established by an express agreement with the Firm. Similarly, the Firm will not regard a representation that is adverse to an affiliate of a client as being adverse to the client. In this regard, we are not representing the City of Jacksonville otherwise or any other agency or division thereof.

In the course of engagements, it sometimes becomes necessary to provide opinions or advice as to the laws of jurisdictions other than those where the Firm has established

August 17, 2007

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offices. Special local counsel may need to be retained in that situation. We will advise you if, in our judgment, the need for local counsel in the engagement has arisen.

You hereby give us permission, to the extent that our work for you becomes public, to list you in our marketing materials as a client and to briefly note the matters on which we have represented you. By granting us this permission, you do not waive our continuing obligation to continue to maintain the confidentiality of confidential information and documents that we have received from you and that you may provide to us in the future.

2. BILLING POLICIES AND PROCEDURES.

Unless otherwise agreed in writing, our fees are based on the number of hours devoted to your matter. The current "Special Rates" for attorneys who will initially work on your matter follow: Jennifer Hong, \$475/hour; Bill Hollaway, \$520/hour and John O'Neill, \$585/hour. In addition, we have agreed to discount our fees by 10%.

I will be the Firm's primary contact. The Firm agrees that the overall budget for this engagement at the present time will not exceed \$200,000, unless JEA otherwise provides its written consent to any change.

From time to time, it may become necessary or desirable to assign different or additional attorneys or paralegals to work on your matter. You agree that we may charge the hourly Special Rates currently in effect at the time the work is performed, less the 10% discount.

Our 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.

In the course of our engagement, we will use our available support systems. In addition to our fees for legal services, we will charge separately for certain costs and expense disbursements. Enclosed as Attachment "A" is a list of the Firm's standard charges, that may be incurred during the course of the engagement. Any large disbursement amounts will be forwarded to you for direct payment to the supplier or service provider, rather than being paid by the Firm. Normally, this would apply to any disbursement of \$2,000 or more. We will consult with you in advance if we reasonably anticipate incurring such large disbursements amounts on your account.

Please note that any estimates of anticipated fees that we may provide at your request, whether for budgeting purposes or otherwise, are only an approximation of actual fees

August 17, 2007
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because of the uncertainties involved. Our fees will be determined based on actual hours incurred in accordance with the policies described above.

Monthly billings will be submitted directly to JEA, attn: Randy Boswell, 21 W. Church Street, Jacksonville, FL 32202, with a copy to the Office of General Counsel, attn: Gayle Petrie, Assistant General Counsel, 117 West Duval Street, Suite 480, Jacksonville, FL 32202.

The Firm shall submit reasonably detailed itemized bills 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. Fees will generally be billed within 30 days following 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 the Firm. Payment will be remitted by JEA approximately thirty days following receipt of the billings.

If at any time you wish to discuss any matter relating to our billing policies or a specific billing statement, we encourage you to communicate with us.

3. CONFLICT OF INTEREST.

We have performed a conflict-of-interest review and determined that we do not represent MEAG and have not represented any client in the past adverse to you on a matter that is substantially related to the current engagement for you.

4. ADVANCE CONFLICT WAIVER.

As you know, the Firm represents many different clients with diverse interests. Many of our clients compete with one another and do business with one another. We have specifically identified FPL Group and Progress Energy as two of our major nuclear clients with whom JEA may have a present or future relationship. We are precluded by the Rules of Professional Conduct and Code of Professional Responsibility, however, from representing a client in a matter in which the client's interests are adverse to the interests of another client of the firm, absent the written consent of both clients. In the future, we may be asked to represent another client in a transaction or dispute adverse to JEA, where that transaction or dispute is unrelated to the matter involved in our representation of you. For that circumstance, we ask that you give us advance consent at this time to any such representation and that you waive any conflicts that such a representation would present.

August 17, 2007

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Your execution of this engagement letter constitutes your consent to the advance waiver described above. We will at all times preserve all your confidences and secrets as the applicable Rules of Professional Conduct and Code of Professional Responsibility require, and this advance conflict waiver does not affect that obligation.

5. TERMINATION.

You may terminate our representation at any time, with or without cause, by providing written notice to us. In that circumstance, your papers and any of your other property will be returned promptly upon our receipt of a written request from you for their return.

Your termination of our engagement will not affect your responsibility for payment for legal services rendered and other charges incurred prior to termination or in connection with a transition of the matter to other counsel. At our own expense, we may retain a copy of all files, records and documents involving the matter.

We have the right to withdraw from our representation of you subject to any applicable professional responsibility rules. Certain circumstances may require us to withdraw from continuing to represent a client. We will identify in advance and discuss with you any situation that might require or lead to our withdrawal from representation.

6. ARBITRATION OF DISPUTES.

If you disagree with the amount of our fees or other charges at any time, or if you have any concern as to any other matter related to or arising out of our engagement, including the nature and quality of our services, please discuss any such questions or concerns with us. Typically, such questions or concerns can be resolved to the satisfaction of both parties with little inconvenience or formality. In the event any dispute cannot be resolved informally, you agree to resolve any and all disputes with the Firm, or with any of our lawyers or staff arising from or relating to our work for you, including but not limited to disputes over fees and charges, exclusively through private and confidential binding arbitration before the American Arbitration Association, under the rules for commercial disputes, before one neutral arbitrator for any dispute where the claim is less than \$100,000, or before three neutral arbitrators for any larger dispute.

7. RETURN OF FILES AND OTHER MATERIALS AT COMPLETION OF ENGAGEMENT.

At the completion of this engagement, you may request the return of any client papers, files and other property in our possession. Such a request should be made in writing. In

August 17, 2007
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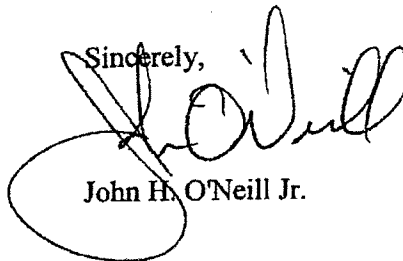
working on the engagement, we will preserve communications and documents in either hard-copy or electronic form, depending on the circumstances. If you do not request the return of such materials, we will maintain them only for a period of five (5) years, after which time you agree that we may dispose of them. Prior to disposal of such materials, we will advise you in writing, at the last known address in our files, of our intent to do so and give you an opportunity to request the materials if you so desire. Any disposal will be made in a confidential manner. You agree to pay for all time and costs related to identification, review and return to you of any materials. At our sole discretion and expense, we may make and keep a copy of any materials being returned to you.

8. REVIEW AND RETURN OF LETTER.

We ask that you review this letter carefully and let us know if there is any provision that you do not understand. If the terms of this letter are acceptable, please sign the enclosed copy of this letter and return it to me. We recommend that you keep a signed copy of this letter in your files. If you have questions or concerns about any aspect of our services or the relationship at any time, please do not hesitate to contact me.

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

Sincerely,



John H. O'Neill Jr.

Accepted and agreed to:

By Richard A. Mullaney
Name: Richard A. Mullaney
Title: General Counsel, City of Jacksonville

Date: 8/20/07

ATTACHMENT A

**FIRM CHARGE RATES¹
EFFECTIVE AUGUST 1, 2006**

<u>DISBURSEMENT/EXPENSE</u>	<u>CLIENT CHARGE BASIS</u>
Postage Domestic Phone Calls Domestic Fax Transmissions	NO CHARGE.
 <u>Computer/Telecommunications</u>	
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.
Trademark search fees (database via CD-ROM)	\$30 per search, plus update fees and the standard hourly rate of the person conducting the research.
International Phone Calls	Charged based on standard vendor rates per call less vendor discounts.
 <u>Document Preparation:</u>	
International Fax Transmissions	\$2.00 per page, plus the phone charge
Reproduction (photocopies, electronic imaging, etc.) and printing ²	\$.19 per page
Color copies	\$1.40 per page
Document binding (e.g., for briefs, formal presentation documents, etc.)	\$1.50 per binding

¹ All other expenses incurred and paid for by the firm on behalf of clients, including express courier service, court services, catering, equipment rental, 3rd party conference calls, etc. are charged at cost.

² Major reproduction or printing jobs performed by outside providers are charged at cost.