

OFFICE OF GENERAL COUNSEL  
CITY OF JACKSONVILLE



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17 WEST DUVAL STREET SUITE 480  
JACKSONVILLE FLORIDA 32202

JACKSONVILLE  
GENERAL COUNSEL

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SHARON  
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LARRY  
SARAH  
KAREN  
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NATHAN  
ROBERT  
TIMOTHY

904-630-1716  
904-630-1716

September 3 2019

**VIA EMAIL**  
Mohammad O. Jazil  
Hopping Green & Sams, PA  
119 S. Monroe Street, Suite 300  
Tallahassee, FL 32301  
mohammadj@hgslaw.com

RE: Engagement Letter to Provide Legal Services to JEA  
Relating to Environmental and Public Policy Matters

Dear Mr. Jazil,

This letter is to confirm the engagement of the law firm of Hopping, Green & Sams, PA (the "Firm") by JEA pursuant to the authorization of the City of Jacksonville, Office of General Counsel ("OGC") (the "Engagement Letter"). The Firm is being retained to provide legal services as outside counsel to JEA. More specifically, the Firm will provide advice and counsel to JEA in close cooperation and consultation with JEA's management and OGC on the following (collectively, "Scope of Services" or "Legal Services"):

1. Advise JEA on environmental, and certain legal matters related to JEA's energy and water operations;
2. Advise JEA on public policy and communications related to the capitalization of JEA's assets;

3. Engage third party consultants, subject to prior approval by the JEA and OGC, who may assist with matters beneficial to supporting the matter described above:  
and
4. Advise JEA on all other services as may be required or implied in order to complete the scope of services and such other operational legal matters as requested and approved by JEA and OGC.

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 in any way be deemed to represent the City of Jacksonville or any of its instrumentalities or officials. The hourly rates for the legal services provided by Firm attorneys, paralegals and other support staff in this matter are set forth in your Firm's Addendum Engagement Letter, attached hereto as Exhibit A. Secretarial time will not be billed. In the event that the Firm, may, from time to time, recommend that other attorneys and/or paralegals be enlisted to provide assistance on these matters, you will notify OGC 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 \$250,000.00 and is governed by the City of Jacksonville Ordinance Code and Charter. The Firm agrees to notify OGC when \$200,000.00 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 and 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 and Charter. 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 or OGC, 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 legal services provided, as well as a general estimate of the range of probable costs and expenses to perform the work. If JEA and OGC determine, based on these budgets, that there are particular items of concern, 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 the Jacksonville Ordinance Code and 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 and administrative costs such as photocopying, faxing,

Mohammad O. Jazil  
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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 Kevin Holbrooks, 21 W. Church Street, Jacksonville, FL, and electronic copies to Lawsikia J. Hodges, Deputy General Counsel, lhodges@coj.net and Lynne Rhode, Vice President and Chief Legal Officer, rhodlc@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.

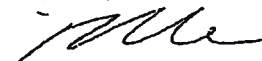
OGC is aware that the nature of the Firm's practice is such that the Firm may from time to time concurrently represent one client in a particular case or matter and an adversary of that client in an unrelated case or matter if it is the Firm's professional judgment that the Firm can undertake the concurrent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

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 OGC's consent or for good cause, or as permitted by the applicable Rules of Professional Conduct without OGC'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 reasonably practicable to protect JEA's interest. 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 legal 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. This letter may be executed in counterparts and by electronic signatures. If you have any questions concerning this letter to your representation, please do not hesitate to contact me.

The effective date of this letter shall be retroactive to August 30, 2019.

Sincerely,



Lynne C. Rhode  
VP and Chief Legal Officer,  
JEA Office of General Counsel,  
City of Jacksonville

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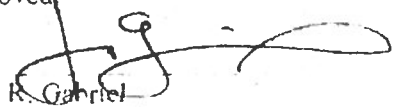
The foregoing is approved and agreed to.

Hopping Green & Sams PA

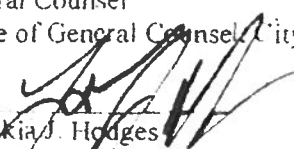
By  
Mohammad O. Jazil, Vice President

Date: 9-3-2019

Approved

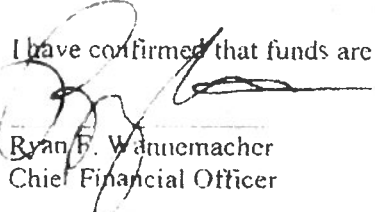
By:   
Jason R. Gabriel  
General Counsel  
Office of General Counsel, City of Jacksonville

Date: 9/13/19

By:   
Lawsikia J. Hodges  
Deputy General Counsel  
Office of the General Counsel, City of Jacksonville

Date: 9-10-19

I have confirmed that funds are appropriated and can be encumbered to support this retention.

  
Ryan F. Wannemacher  
Chief Financial Officer

Date: 9/5/19

## **EXHIBIT A**

### **Hopping Green & Sams, PA Addendum Engagement Letter**

September 3, 2019

Lynne C. Rhode  
JEA VP & Chief Legal Officer  
21 West Church Street (T-16)  
Jacksonville, FL 32202

Dear Ms. Rhode,

This addendum confirms that JEA has engaged Hopping Green and Sams, P.A. (the "Firm" or "HGS") to advise and represent it in the matters described more fully in JEA's Engagement Letter with the Firm dated September 3, 2019. This addendum further specifies the terms of the engagement as follows:

- A. **Fees for Engagement:** JEA agrees to compensate the Firm for Item 1 listed in the Scope of Services in the Engagement Letter at an hourly rate of \$400/hr for lawyers who are shareholders of HGS, \$275/hr for lawyers who are *not* shareholders of HGS, and \$100/hr for all support staff such as law clerks and paralegals of HGS.

JEA further agrees to compensate the Firm for Item 2 listed in the Scope of Services in the Engagement Letter through a monthly consulting retainer of \$20,000 payable on the first of each month following the execution of the Engagement Letter until the termination of engagement.

Upon mutual written agreement, JEA further agrees to compensate the Firm for work performed under Items 3 and 4 in the Scope of Services in the Engagement Letter.

- B. **Identity of Client:** Unless otherwise agreed to in writing, JEA will be the sole client in this engagement and the Firm will not represent any individuals or entities affiliated with JEA, such as any parent companies, directors, officers, founders, managers, general or limited partners, employees, members, or shareholders.
- C. **Termination and Withdrawal:** Unless otherwise agreed in writing, this engagement will terminate if no service is provided by the Firm for a six-month period, except where JEA and the Firm await an action or decision by a court, tribunal, agency, council, or specific actions necessary to complete the engagement extend beyond the six-month period.

JEA may terminate this engagement at any time, with or without cause, through written notice to the Firm.

The Firm has the right to withdraw from the engagement upon written notice to JEA subject to applicable rules of professional conduct. Before withdrawing, consistent with the rules of professional conduct, the Firm will discuss with JEA any steps necessary to protect JEA's interests in any ongoing matter.

The termination of or withdrawal from this engagement will not affect JEA's responsibility to pay for services rendered and charges incurred on behalf of JEA up until the date of written notice of termination or withdrawal.

- D. Arbitration of Disputes: If JEA disagrees with the amount of the Firm's fees or other charges, or if JEA has any concerns about the Firm's work for JEA, please bring that to the Firm's attention as soon as possible. In the event any dispute between JEA and the Firm arises from the Firm's work in this engagement, and that dispute cannot be resolved informally, then both JEA and the Firm agree to forego the right to trial by jury and agree to resolve any disputes exclusively through private and confidential binding arbitration before the American Arbitration Association. The rules for complex commercial disputes will govern any such arbitration. The arbitration will be conducted before one neutral arbitrator unless otherwise agreed. The arbitrator or arbitrators will have the ability to award any damages or relief that a court of law having jurisdiction over the dispute could award. JEA acknowledges by signing this addendum that it has had the opportunity to consult with other counsel about the consequences of agreeing to binding arbitration.
- E. Expense Reimbursement Policy: JEA consents to the Firm's Expense Reimbursement Policy, to the extent the policy does not conflict with the Jacksonville Ordinance Code and JEA's travel reimbursement policy. The Firm's Expense Reimbursement Policy is attached to this addendum as Exhibit 1.

The foregoing is approved and agreed to:

Hopping Green & Sams PA

Date: 9-3-2019

Mohammad O. Jazil, Vice President

Approved: JEA

By:

Lynne C. Rhode

Date: 9.3.19

JEA VP & Chief Legal Officer, Office of General Counsel, City of Jacksonville

**EXHIBIT 1 (To Addendum)**

**HOPPING GREEN & SAMS P.A.  
EXPENSE REIMBURSEMENT POLICY**

The following is Hopping Green & Sams' standard expense reimbursement policy. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter as outlined in the Engagement Letter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Interest. For all statements outstanding ninety (90) days past the invoice date, simple interest at a rate of one percent (1%) per month (twelve percent per annum) will be assessed on the outstanding fees and expenses.

Telephone. All telephone charges are billed at an amount approximating actual cost.

Photocopying and Printing. In-house photocopying and printing is charged at \$0.25 per page (black & white) and \$.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Facsimile. Outgoing facsimile transmissions are charged at \$1.00 per page. There is no charge for incoming faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed at the IRS approved reimbursement rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the IRS approved reimbursement rate.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consultant.

Other Expenses. Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

**EXHIBIT 1 (To Addendum)**

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