

October 3, 2019

**VIA EMAIL ONLY**

Deno Hicks  
The Southern Group  
208 N. Laura Street  
Suite 710  
Jacksonville, FL 32202

Re: Governmental and Public Affairs Services

Dear Deno:

I am writing to confirm that you and the Southern Group have been retained on behalf of JEA for the purpose of assisting Foley & Lardner LLP (“F&L”) in providing governmental and public affairs services related to the ITN issued by JEA on August 2, 2019 (the “Matter”). We are counsel to JEA in the matter. This engagement letter documents the relationship between you, JEA and F&L with respect to the matter and ensures that all possible protections afforded by the attorney-client privilege, work product doctrine, and/or any other potential privilege are maintained. The effective date of the engagement is July 23, 2019.

**Scope of Engagement**

You are being retained to provide governmental and public affairs services in connection with the Matter. Your work will be confidential except as required by Florida’s public record laws.

This is not an exclusive agreement. JEA and F&L are free to retain other governmental and public affairs representatives of their choosing. You are free to accept other professional engagements while this engagement is pending, so long as they are not adverse to JEA or its affiliates.

**Confidentiality**

In accordance with and subject to the Nondisclosure Agreement (Attachment “A”), the services that you perform for us in this matter are highly confidential. By signing this letter, you agree that all documents, information, communications that you receive concerning the Matter, and all work product that you generate (collectively, “Materials”), will be used only for purposes of your work for JEA, and not for any other purpose. All Materials shall be treated as privileged and

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TAMPA  
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confidential and protected from disclosure by the attorney-client privilege, work product doctrine and any other applicable privilege or protection. You agree to maintain appropriate measures to ensure the confidentiality and privileged nature of all information provided to you, or generated in connection with this retention. You further agree that you will not disclose, share, or reveal the Materials or information contained in those materials to any other person without the prior written consent of F&L. Exception to this policy exists for complying with Florida public records law. You agree to notify us immediately of any public record request.

**Absence of Conflicts**

You have confirmed to us that you have no conflict in being engaged in this matter. You will inform F&L promptly of any conflicts which come to your attention during the course of this engagement.

**Fees and Other Charges**

You will be compensated for services rendered under this engagement at the agreed-upon rate of \$7500.00 per month as well as reasonable costs associated with the engagement. The month of July, 2019 shall be prorated as will be any month in which the engagement was less than 31 days in the month.

Please send your invoices to F&L on a monthly basis by the tenth (10<sup>th</sup>) day of the month following the month in which the services were performed. F&L will forward payment for the services and expenses after F&L has received payment from JEA. JEA alone is responsible for payment of the invoices submitted through F&L. Nothing in this letter should be construed to create an employment relationship between you and either F&L or JEA.

**Withdrawal or Termination**

Your services are terminable at will, at any time. The relationship will be considered terminated upon completion of any services that you have been retained to perform. The termination of this relationship will not affect JEA's responsibility for payment of fees or services rendered and of other charges incurred before termination. The termination also will not affect your continuing obligation not to divulge any of the Materials to any third parties except at the written direction of F&L.

If the foregoing correctly reflects your understanding of the terms and conditions of this agreement, please so indicate by executing this letter in the space provided below and return it to the undersigned.

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We are very pleased to have this opportunity to work with you.

Sincerely,

FOLEY & LARDNER LLP



Kevin E. Hyde

AGREED AND ACCEPTED:

THE SOUTHRN GROUP

By: \_\_\_\_\_

Date: \_\_\_\_\_