
From: Brown, Cheryl
Sent: Tuesday, January 28, 2020 9:05 AM
To: CM; RES; SEC; SS; CAUDIT
Subject: FW: Outside Counsel Related to the DCSB Lawsuit
Attachments: GC-#1298210-v2-Burr_&_Forman_Engagement_-_School_Captial_Surtax_Matter.PDF; GC-#1300191-v2-Burr_Forman_-_First_Amendment_to_Engagement_-_DCSB_Surtax_Matter.PDF

Council Members:

At the request of CM DeFoor please see the attached correspondence. THIS IS "ONE-WAY" communication. DO NOT REPLY ALL – DO NOT RESPOND. This information has been forwarded to the Office of Legislative Services to be placed on file within the office.. Miscellaneous Communications and placed on the City Council Webpage under Hot Topics--- Link – School Board Topics—Documents

Thank you.

Cheryl

Dr. Cheryl L. Brown, Director
Jacksonville City Council
117 West Duval Street, Suite 425
Jacksonville, Florida 32202
CLBrown@coj.net
904.255.5133 (Office)
904.255.5230 (Fax)

"...The best antidote I know for worry is work. The best cure for weariness is the challenge of helping someone who is even more tired. One of the great ironies of life is this: He or she who serves almost always benefits more than he or she who is served."

— **Gordon B. Hinckley**

*** Please note that under Florida's very broad public records law, email communications to and from city officials are subject to public disclosure. ***

From: Dame, Brooks
Sent: Tuesday, January 28, 2020 8:31 AM
To: Brown, Cheryl
Subject: Outside Counsel Related to the DCSB Lawsuit

Good morning Cheryl,

CM DeFoor would like the information attached and below shared with all council members.

Subject: RE: Information Request for Outside Counsel Related to the DCSB Lawsuit

1. Did the City hire outside Counsel to represent the City in the lawsuit brought by the School Board?
2. Would you please email me a copy of the contract?
3. How much the City has paid so far and how much the City has been invoiced?

1. Yes
2. See attached.
3. Paid \$ 206,207 Invoiced \$207,838

Warm regards,

Brooks Dame

Executive Council Assistant
Councilmember Randy Defoor, District 14
Office of City Council
117 W. Duval Street, Suite 425
Jacksonville, FL 32202
904.255.5160
bdame@coj.net

Pronouns: she/her/hers

OFFICE OF GENERAL COUNSEL
CITY OF JACKSONVILLE

JASON R. GABRIEL*
GENERAL COUNSEL



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

KAREN M. CHASTAIN
DERREL Q. CHATMON
JEFFERY C. CLOSE
JULIA B. DAVIS
STEPHEN M. DURDEN
SHANNON K. ELLER
CRAIG D. FEISER
GILBERT L. FELTEL, JR.
LOREE L. FRENCH
CHRISTOPHER GARRETT
KYLE GAVIN
SEAN B. GRANAT
SUSAN C. GRANDIN
KATY A. HARRIS
MIRIAM R. HILL
LAWSIKIA J. HODGES
SONYA HARRELL HOENER
PAIGE HOBBS JOHNSTON
EMERSON LOTZIA
RITA M. MAIRS

JAMES R. MCCAIN, JR.
WENDY L. MUMMAW
KELLY H. PAPA
KORT PARDE
JACOB J. PAYNE
TIFFINY DOUGLAS PINKSTAFF
JON R. PHILLIPS
CHERRY SHAW POLLOCK
STEPHEN J. POWELL
LYNNE C. RHODE
ASHLEY B. RUTHERFORD
JOHN C. SAWYER, JR.
MARGARET M. SIDMAN
JASON R. TEAL
ADINA TEODORESCU
KEALEY WEST
STANLEY M. WESTON
GABY YOUNG

*BOARD CERTIFIED CITY, COUNTY
AND LOCAL GOVERNMENT LAW

July 30, 2019

Adrian Rust, Esq.
Partner
Burr & Forman, LLP
50 N. Laura Street #3000
Jacksonville, FL 32202
Email: arust@burr.com

**Re: School Capital Outlay Surtax Matter; City, Duval County School Board, Office of
General Counsel**

Dear Adrian:

This letter is to confirm the engagement of Burr & Forman, LLP (the "Firm") by the City of Jacksonville, Office of General Counsel ("OGC") on behalf of the Consolidated Government of the City of Jacksonville, to provide advice, counsel and litigation services in connection with the defense and enforcement of the City Charter, Ordinance Code and Florida Law with respect to all matters pertaining to the School Capital Outlay Surtax matter and its review by City Council, the Duval County School Board and the opinions of the Office of General Counsel. The Firm is being retained pursuant to Section 108.505(a) of the City of Jacksonville Ordinance Code.

The first purpose of this letter is to confirm the Firm's initial 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. As agreed, you are to provide legal services to the City at the discounted rate of \$450.00 per hour. The discounted rate for other attorneys and paraprofessionals who may work on this matter and their respective rates are as follows: Scott Thomas at \$430.00 per hour, Devin Dolive at \$360.00 per hour and Rachel Cocciole at \$270.00 per hour. 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

July 30, 2019

Page 2

when that is recommended to obtain prior written approval and agreement upon the hourly rate for each such person. It is anticipated that routine paralegal and attorney support will be provided directly by OGC.

This engagement is limited to an initial "not-to-exceed" amount of \$75,000.00, and is governed by Chapter 108 of the City of Jacksonville Ordinance Code, in addition to other provisions of the Ordinance Code. The Firm agrees to notify OGC when \$70,000.00 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. No fees or costs shall be billed to the City 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 files created during your retention of the matters at hand are the property of the City. Upon the conclusion of the matters, or upon a written request by the City for their production, all such files shall be returned to the City.

The Firm's detailed monthly billings will be submitted by the 15th day of each month to me at JPhillips@coj.net, with a hard copy to my attention at 117 W. Duval Street, Ste. 480, Jacksonville, Florida 32202, and with electronic copies of the same transmitted to Jean Pimental at JeanP@coj.net. The Firm's monthly billing invoices shall be reasonably detailed and itemized per tenth-of-an-hour increments and format, and shall identify by name or initials each Firm attorney or paralegal who performed the work being billed. Payment will be remitted by OGC within approximately thirty days of its receipt and approval of the subject invoice. The Firm and OGC will work collaboratively in a good faith effort to address and promptly resolve any payment or billing issues that may arise.

The Firm will comply with the City's travel reimbursement policy (including but not limited to Chapter 106 (Budget and Accounting Code), Part 7 (Travel and Expense Reimbursement)). No travel costs exceeding the amounts allowed by such policy will be reimbursed to the Firm. The Firm also agrees to charge OGC the lowest amounts it charges to other governmental clients for paralegal time and administrative costs such as photocopying, faxing, delivery, etc.

The City is aware that you are a relatively large law firm, and you represent many other companies and individuals. It is possible that some of your present or future clients will have disputes or transactions with the City during the time that you are representing the City. Therefore, as a condition to your undertaking this matter for the City, the City has agreed that the Firm may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to this matter, even if the interest of such clients in those other matters are directly adverse to the City. The Firm agrees, however, that the City's prospective consent to conflicting representation contained in the proceeding sentence shall not apply in any instance whereas the result of the Firm's representation of the City you have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client of yours, could be used in any such other matter by such client to the City's material disadvantage. However, notwithstanding the foregoing, the Firm agrees that it will consult with the City prior to accepting representation of a client in any matter of significance that would be directly adverse to the City.

The OGC may terminate this engagement by written notice to the Firm. The Firm may likewise withdraw from its representation with OGC's written consent or for good cause in the absence of such consent. If the Firm is discharged or elects to withdraw, the parties will take all reasonable steps

necessary to release each other from future obligations arising from or related to this engagement while preserving the City's best interests in the matters herein identified. If termination or withdrawal should occur, the Firm shall be entitled to payment of costs and expenses paid or incurred by the Firm on behalf of the City.

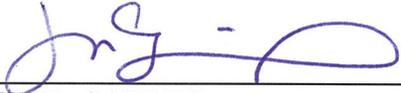
If the foregoing correctly reflects your understanding of and your agreement to undertake the scope, terms, and conditions of the Firm's representation of the City in the above-referenced matters, please execute the enclosed copy of this letter and return the same to my attention. This engagement shall commence upon the execution of this letter by all signatories identified below.

Sincerely,



Jon R. Phillips
Deputy General Counsel
OGC Authorized Designee

Reviewed and Approved:



JASON R. GABRIEL
General Counsel

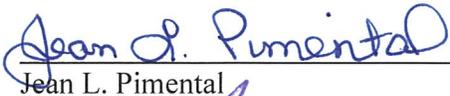
The foregoing is approved and agreed to:



By: _____
Adrian Rust, Esq.
Burr & Forman, LLP

Date: July 30, 2019

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



Jean L. Pimental

Date: 8-2-19



John Sawyer, Financial Officer for OGC

Date: 8/2/19

OFFICE OF GENERAL COUNSEL
CITY OF JACKSONVILLE

JASON R. GABRIEL*
GENERAL COUNSEL



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

KAREN M. CHASTAIN
DERREL Q. CHATMON
JEFFERY C. CLOSE
ARIEL P. COOK
JULIA B. DAVIS
STEPHEN M. DURDEN
SHANNON K. ELLER
CRAIG D. FEISER
GILBERT L. FELTEL, JR.
LOREE L. FRENCH
CHRISTOPHER GARRETT
KYLE GAVIN
SEAN B. GRANAT
SUSAN C. GRANDIN
KATY A. HARRIS
MIRIAM R. HILL
LAWSKIA J. HODGES
SONYA HARRELL HOENER
PAIGE HOBBS JOHNSTON
EMERSON LOTZIA
RITA M. MAIRS

BRETT G. MERENESS
JAMES R. MCCAIN, JR.
WENDY L. MUMMAW
KELLY H. PAPA
KORT PARDE
JACOB J. PAYNE
TIFFINY DOUGLAS PINKSTAFF
JON R. PHILLIPS
CHERRY SHAW POLLOCK
STEPHEN J. POWELL
LYNNE C. RHODE
ASHLEY B. RUTHERFORD
JOHN C. SAWYER, JR.
MARGARET M. SIDMAN
JASON R. TEAL
ADINA TEODORESCU
KEALEY WEST
STANLEY M. WESTON
GABY YOUNG

*BOARD CERTIFIED CITY, COUNTY
AND LOCAL GOVERNMENT LAW

August 9, 2019

Adrian Rust, Esq.
Partner
Burr & Forman, LLP
50 N. Laura Street #3000
Jacksonville, FL 32202
Email: arust@burr.com

Re: First Amendment to Engagement of Burr & Foreman, LLP; School Capital Outlay Surtax Matter; City, Duval County School Board, Office of General Counsel

Dear Adrian:

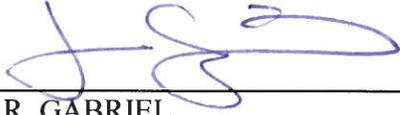
This letter is the first amendment to the original July 30, 2019 engagement of Burr & Forman, LLP (the "Firm") by the City of Jacksonville, Office of General Counsel (OGC), ("Engagement Letter") with respect to the scope set forth in that Engagement Letter (see attached). The Engagement Letter's original not-to-exceed amount of \$75,000.00 is hereby increased in the amount of \$55,000.00 for a not-to-exceed total budget amount of \$130,000.00. The Firm agrees to notify OGC when \$120,000.00 of the total budget amount has been expended and recognizes that the not-to-exceed amount cannot be modified without a written amendment authorized in accordance with the Ordinance Code. All other terms and conditions as set forth in the Engagement Letter shall remain in full force and effect.

Please sign in the space provided below and return the original to me at your earliest convenience. Thank you for your assistance and please let us know of any questions or concerns.

Sincerely,

Jon R. Phillips
Deputy General Counsel

Reviewed and Approved:



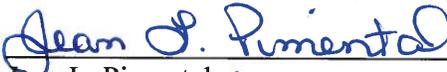
JASON R. GABRIEL
General Counsel

The foregoing is approved and agreed to:

By: _____
Adrian Rust, Esq.
Burr & Forman, LLP

Date: August 9, 2019

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

_____
Jean L. Pimental

Date: 8-9-19

_____
John Sawyer, Financial Officer for OGC

Date: 8/9/19

OFFICE OF GENERAL COUNSEL
CITY OF JACKSONVILLE

JASON R. GABRIEL*
GENERAL COUNSEL



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

KAREN M. CHASTAIN
DERREL Q. CHATMON
JEFFERY C. CLOSE
JULIA B. DAVIS
STEPHEN M. DURDEN
SHANNON K. ELLER
CRAIG D. FEISER
GILBERT L. FELTEL, JR.
LOREE L. FRENCH
CHRISTOPHER GARRETT
KYLE GAVIN
SEAN B. GRANAT
SUSAN C. GRANDIN
KATY A. HARRIS
MIRIAM R. HILL
LAWSIKIA J. HODGES
SONYA HARRELL HOENER
PAIGE HOBBS JOHNSTON
EMERSON LOTZIA
RITA M. MAIRS

JAMES R. MCCAIN, JR.
WENDY L. MUMMAW
KELLY H. PAPA
KORT PARDE
JACOB J. PAYNE
TIFFINY DOUGLAS PINKSTAFF
JON R. PHILLIPS
CHERRY SHAW POLLOCK
STEPHEN J. POWELL
LYNNE C. RHODE
ASHLEY B. RUTHERFORD
JOHN C. SAWYER, JR.
MARGARET M. SIDMAN
JASON R. TEAL
ADINA TEODORESCU
KEALEY WEST
STANLEY M. WESTON
GABY YOUNG

*BOARD CERTIFIED CITY, COUNTY
AND LOCAL GOVERNMENT LAW

July 30, 2019

Adrian Rust, Esq.
Partner
Burr & Forman, LLP
50 N. Laura Street #3000
Jacksonville, FL 32202
Email: arust@burr.com

**Re: School Capital Outlay Surtax Matter; City, Duval County School Board, Office of
General Counsel**

Dear Adrian:

This letter is to confirm the engagement of Burr & Forman, LLP (the "Firm") by the City of Jacksonville, Office of General Counsel ("OGC") on behalf of the Consolidated Government of the City of Jacksonville, to provide advice, counsel and litigation services in connection with the defense and enforcement of the City Charter, Ordinance Code and Florida Law with respect to all matters pertaining to the School Capital Outlay Surtax matter and its review by City Council, the Duval County School Board and the opinions of the Office of General Counsel. The Firm is being retained pursuant to Section 108.505(a) of the City of Jacksonville Ordinance Code.

The first purpose of this letter is to confirm the Firm's initial 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. As agreed, you are to provide legal services to the City at the discounted rate of \$450.00 per hour. The discounted rate for other attorneys and paraprofessionals who may work on this matter and their respective rates are as follows: Scott Thomas at \$430.00 per hour, Devin Dolive at \$360.00 per hour and Rachel Cociolo at \$270.00 per hour. 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. It is anticipated that routine paralegal and attorney support will be provided directly by OGC.

This engagement is limited to an initial "not-to-exceed" amount of \$75,000.00, and is governed by Chapter 108 of the City of Jacksonville Ordinance Code, in addition to other provisions of the Ordinance Code. The Firm agrees to notify OGC when \$70,000.00 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. No fees or costs shall be billed to the City 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 files created during your retention of the matters at hand are the property of the City. Upon the conclusion of the matters, or upon a written request by the City for their production, all such files shall be returned to the City.

The Firm's detailed monthly billings will be submitted by the 15th day of each month to me at JPhillips@coj.net, with a hard copy to my attention at 117 W. Duval Street, Ste. 480, Jacksonville, Florida 32202, and with electronic copies of the same transmitted to Jean Pimental at JeanP@coj.net. The Firm's monthly billing invoices shall be reasonably detailed and itemized per tenth-of-an-hour increments and format, and shall identify by name or initials each Firm attorney or paralegal who performed the work being billed. Payment will be remitted by OGC within approximately thirty days of its receipt and approval of the subject invoice. The Firm and OGC will work collaboratively in a good faith effort to address and promptly resolve any payment or billing issues that may arise.

The Firm will comply with the City's travel reimbursement policy (including but not limited to Chapter 106 (Budget and Accounting Code), Part 7 (Travel and Expense Reimbursement)). No travel costs exceeding the amounts allowed by such policy will be reimbursed to the Firm. The Firm also agrees to charge OGC the lowest amounts it charges to other governmental clients for paralegal time and administrative costs such as photocopying, faxing, delivery, etc.

The City is aware that you are a relatively large law firm, and you represent many other companies and individuals. It is possible that some of your present or future clients will have disputes or transactions with the City during the time that you are representing the City. Therefore, as a condition to your undertaking this matter for the City, the City has agreed that the Firm may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to this matter, even if the interest of such clients in those other matters are directly adverse to the City. The Firm agrees, however, that the City's prospective consent to conflicting representation contained in the proceeding sentence shall not apply in any instance whereas the result of the Firm's representation of the City you have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client of yours, could be used in any such other matter by such client to the City's material disadvantage. However, notwithstanding the foregoing, the Firm agrees that it will consult with the City prior to accepting representation of a client in any matter of significance that would be directly adverse to the City.

The OGC may terminate this engagement by written notice to the Firm. The Firm may likewise withdraw from its representation with OGC's written consent or for good cause in the absence of such consent. If the Firm is discharged or elects to withdraw, the parties will take all reasonable steps

July 30, 2019
Page 3

necessary to release each other from future obligations arising from or related to this engagement while preserving the City's best interests in the matters herein identified. If termination or withdrawal should occur, the Firm shall be entitled to payment of costs and expenses paid or incurred by the Firm on behalf of the City.

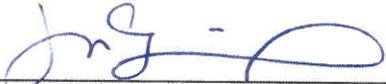
If the foregoing correctly reflects your understanding of and your agreement to undertake the scope, terms, and conditions of the Firm's representation of the City in the above-referenced matters, please execute the enclosed copy of this letter and return the same to my attention. This engagement shall commence upon the execution of this letter by all signatories identified below.

Sincerely,



Jon R. Phillips
Deputy General Counsel
OGC Authorized Designee

Reviewed and Approved:



JASON R. GABRIEL
General Counsel

The foregoing is approved and agreed to:

By: 

Adrian Rust, Esq.
Burr & Forman, LLP

Date: July 30, 2019

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



Jean L. Pimental

Date: 8-2-19



John Sawyer, Financial Officer for OGC

Date: 8/2/19