

OFFICE OF GENERAL COUNSEL  
CITY OF JACKSONVILLE

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GENERAL COUNSEL



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June 28, 2019

\*BOARD CERTIFIED CITY, COUNTY  
AND LOCAL GOVERNMENT LAW

Mr. Stephen B. Amdur, Esquire  
Attorney at Law  
Pillsbury Winthrop Shaw Pittman, LLP  
31 West 52<sup>nd</sup> Street  
New York, NY 10019

Via Email: [stephen.amdur@pillsburylaw.com](mailto:stephen.amdur@pillsburylaw.com)

Re: Engagement Letter to Provide Legal Services to JEA  
Relating to General Corporate and Transactional Matters

Dear Stephen:

This letter is to confirm the engagement of the law firm of Pillsbury Winthrop Shaw Pittman, LLP (the "Firm"), by JEA pursuant to the authorization of the City of Jacksonville, Office of General Counsel ("OGC"). 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, the "scope of services" or "legal services"):

- 1) Advise JEA and OGC on JEA corporate, transactional and litigation matters;
- 2) Advise JEA and OGC on JEA governance matters;
- 3) Advise JEA and OGC on internal and intergovernmental JEA delegation of authority matters;
- 4) Engage third party consultants, subject to prior approval by the JEA and OGC, who may assist with matters beneficial to supporting the matter described; and

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(904) 255-5100

Writer's Direct Line  
(904) 255-5059

Facsimile  
(904) 255-5119

Writer's E-Mail Address  
[LHodges@coj.net](mailto:LHodges@coj.net)

Office Web Site  
[GeneralCounsel.coj.com](http://GeneralCounsel.coj.com)

Δ π EXHIBIT 69

Deponent Haward

Date 8/18/20 Rptr. TW

WWW.DEPOBOOK.COM

- 5) Advise JEA and OGC 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 be in any way 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 \$500,000.00, which amount includes services performed by the Firm and paid by JEA since January 1, 2019, and is governed by the City of Jacksonville Ordinance Code and Charter. The Firm agrees to notify OGC when \$450,000.00 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 the range of probable costs and expenses to perform the work. If JEA and OGC determines, 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, 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.



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Detailed monthly billings will be submitted each month to JEA Accounts Payable, c/o Kevin Holbrooks, 21 W. Church Street, Jacksonville, Florida and an electronic copies to Lawsikia J. Hodges, Deputy General Counsel, [lhodges@coj.net](mailto:lhodges@coj.net) and Lynne Rhode, Senior Vice President and Chief Legal Officer, [rhodlc@jea.com](mailto: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.

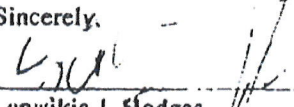
OGC is aware that the nature of the Firm's practice is such that the Firm may from time to time concurrently represent one client in a particular case or matter and an adversary of that client in an unrelated case or matter if it is the Firm's professional judgment that the Firm can undertake the concurrent 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 your Firm's 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 documents necessary to complete the termination of the representation, and will take all steps that are 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 or your representation, please do not hesitate to contact me.

The effective date of this letter shall be retroactive to January 1, 2019.

Sincerely,

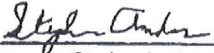
  
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Lawsikia J. Hodges  
Deputy General Counsel  
Office of General Counsel  
City of Jacksonville

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The foregoing is approved and agreed to:

Pillsbury Winthrop Shaw Pittman, LLP


By: 

Date: 7/1/2019

Print Name: Stephen Amdur

Title: Partner

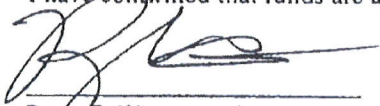
Approved:

By: 

Date: 7/2/19

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

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



Date: 7/1/2019

Ryan F. Wannemacher  
Chief Financial Officer

cc: Lynne Rhode, Senior Vice President and JEA Chief Legal Officer, OGC  
Jean Pimental, Office Manager