

OFFICE OF GENERAL COUNSEL
CITY OF JACKSONVILLE

JASON R. GABRIEL*
GENERAL COUNSEL



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GABY YOUNG

August 28, 2019

*BOARD CERTIFIED CITY, COUNTY
AND LOCAL GOVERNMENT LAW

G. Alan Howard
Milam Howard Nicandri Gillam & Renner, P.A.
14 East Bay Street
Jacksonville, Florida 32202

Via Email: ahoward@milamhoward.com

Re: Engagement Letter to Provide Legal Services to JEA Relating to Certain
Corporate Transactional and Local Governant Matters and Related Matters

Dear Mr. Howard:

This letter ("Engagement Letter") is to confirm the engagement ("Engagement") of Milam Howard Nicandri Gillam & Renner, P.A. (the "Firm") by JEA pursuant to the authorization of the City of Jacksonville, Office of General Counsel ("OGC") for specialized legal counsel related to providing specialized legal services to JEA in connection with certain corporate transactional and local government matters, including those related to any recapitalization of JEA and matters related thereto, and to confirm the consent and approval of JEA's Vice President and Chief Legal Officer, Lynne Rhode ("CLO"). More specifically, the Firm will provide the following scope of services to JEA in close cooperation and consultation with JEA's management and the OGC:

The Firm shall assist JEA in certain corporate transactional, local government, interlocal, and administrative matters, including JEA ITN 127-19 and the preparation for any transition associated with the recapitalization of JEA and matters related thereto. In addition, the Firm will provide such other services as may be requested by the OGC and reasonably related to the matters described above.

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. As agreed, you and the other attorneys and paraprofessionals who may work on this matter are to bill for this matter at the rates shown on the attached 2019 Standard Rate Schedule. 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 and CLO when that is recommended and 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 a "not to exceed" amount of Seventy-Five Thousand dollars (\$75,000.00).

The Firm agrees to notify OGC and CLO when Sixty-Five Thousand dollars (\$65,000.00) of the *not to exceed* amount has been expended and recognizes that the *not-to-exceed* amount of \$75,000.00 cannot be modified without written amendments authorized by CLO and OGC. 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. All files created during your retention of the matters at hand are the property of JEA. Upon the conclusion of the matters, or upon a written request by the JEA, CLO or OGC for their production, all such files shall be returned to JEA.

The Firm will comply with 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 the JEA the lowest amounts that it charges to other governmental clients for administrative costs such as photocopying, faxing, delivery, etc., although it is contemplated that billing for such services should be minimal because such services will normally be provided by the OGC.

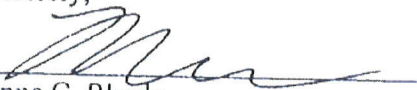
Detailed monthly billings will be submitted by the 10th of each month to (i) Lynne Rhode, Vice President and Chief Legal Officer, JEA, 21 West Church Street, Jacksonville, FL 32202 and (ii) the Office of General Counsel c/o Lawsikia Hodges, Deputy General Counsel, 117 W. Duval Street, Ste. 480, Jacksonville, FL 32202 with electronic copies to Jill Luster, Executive Staff Assistant at lustjr@jea.com and Jean Pimental, Office Manager at Jeanp@coj.net. The Firm shall also submit reasonably detailed itemized bills to OGC 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 CLO and OGC. 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.

JEA 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. The Firm will provide CLO and OGC with information regarding such matters, and seek a written acknowledgment that such concurrent representation, in unrelated matters, is not inappropriate and consent to any such present or future concurrent representations.

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 any time with JEA's consent or for good cause without JEA'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 interests. If a discharge or withdrawal occurs, the Firm, subject to the applicable not-to-exceed amount, 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 professional services rendered to the date of termination and for which the Firm previously had not been paid.

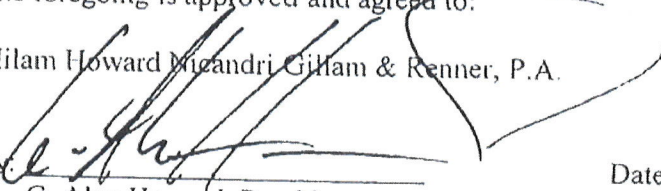
If this letter correctly reflects your understanding of the scope, terms, and conditions of your representation of JEA, please execute the enclosed copy of this letter in the space provided below and return it to my attention. If you have any questions concerning this letter or your representation, please do not hesitate to call me.

Sincerely,


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


The foregoing is approved and agreed to:

Milam Howard Meandri Gillam & Renner, P.A.

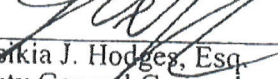
By: 
G. Alan Howard, President

Date: 8.28.19

Approved:

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

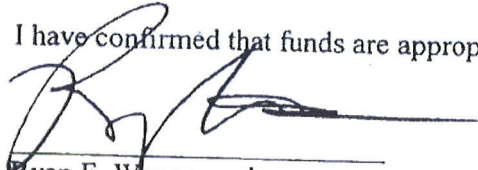
Date: 9-23-19

By: 
Lawikia J. Hodges, Esq.
Deputy General Counsel
Office of General Counsel, City of Jacksonville

Date: 9-23-19

August 28, 2019
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I have confirmed that funds are appropriated and can be encumbered to support this retention.



Ryan F. Wannemacher
Chief Financial Officer

Date: 9/23/19

cc: Jill Luster, Executive Staff Assistant
Jean Pimental, Office Manager

2019 Standard Rate Schedule

G. Alan Howard	Shareholder	\$500 per hour
Paul M. Renner	Shareholder	\$500 per hour
Justin J. Kempf	Sr. Associate	\$300 per hour