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GENERAL COUNSEL

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CITY OF JACKSONVILLE



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August 26, 2020

Stephen D. Busey, Esquire  
Smith Hulsey & Busey  
One Independent Drive, Suite 3300  
Jacksonville, FL 32202  
Email: [busey@smithhulsey.com](mailto:busey@smithhulsey.com)

**RE: Engagement of Smith Hulsey & Busey for special private counsel legal services on matters related to the future of JEA; Fourth Amendment**

Dear Mr. Busey:

This letter will serve as the Fourth Amendment to the Engagement Letter with Smith Hulsey & Busey (the "Firm") dated December 18, 2019, with regard to the legal services described therein and provided to the City of Jacksonville, Office of General Counsel ("OGC") on behalf of the City of Jacksonville ("City") for special private legal counsel related to the future of JEA.

The Engagement Letter is hereby amended to permit the Firm to retain eDiscovery CoCounsel, pllc ("EDCC"), on behalf of OGC and the City, to assist and consult with the Firm and OGC with regard to review, assess, and analyze approximately 35,000 documents for relevancy to the matters being investigated by the City Council Special Investigatory Committee on JEA matters (the "Committee"). The retention of EDCC is limited to a "**not-to-exceed**" amount of **\$35,000.00** for all of EDCC's charges and fees. The Firm acknowledges that the "**not-to-exceed**" amount cannot be modified without a further written amendment to the Engagement Letter authorized by OGC. Accordingly, in order to prevent the disruption of EDCC's services, the Firm will timely notify OGC in the event of a further amendment is required.

The Firm shall notify EDCC that EDCC must comply with the Jacksonville Ordinance Code and the City's travel reimbursement policy. The Firm will not reimburse EDCC for any travel amount exceeding the amounts allowed by such policy. The Firm will require EDCC to submit detailed monthly billings to the Firm, as applicable. The Firm will review EDCC's billing statements for accuracy and submit such billing statements with the Firm's monthly billing statements as required by the Engagement Letter. Within approximately thirty (30) days of the Firm's receipt of proper billing statements, the Firm shall pay the amount owed to EDCC directly to EDCC.

The Firm shall require that EDCC execute any and all confidentiality agreements relating to the Relativity program that the Firm has executed prior.

The City is aware that the nature of EDCC's practice is such that EDCC may from time to time concurrently represent one client in a particular case or matter and an adversary of the client in an unrelated case or matter if it is EDCC's professional judgment that EDCC can undertake the concurrently representation impartially and without any adverse effect to the other responsibilities that EDCC has to either client. EDCC will provide the City with information regarding such matters, and seek a written acknowledgement that such concurrent representation, in unrelated matters, is not appropriate and consent to any such present or future concurrent representations.

Additionally, pursuant to Section 119.0701, Florida Statutes, EDCC is required to comply with Florida's public records laws, specifically to:

1. Keep and maintain public records required by the City to perform the Services.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.
4. Upon completion of this engagement, transfer to the City, at no cost, all public records in the Firm's possession and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

IF THERE ARE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE OFFICE OF GENERAL COUNSEL, 117 WEST DUVAL STREET, SUITE 480, JACKSONVILLE, FLORIDA 32202, (904) 255-5100.

Except as specifically modified by this Fourth Amendment, the Engagement Letter remains in full force and effect.

Sincerely,



Jason R. Gabriel  
General Counsel

The foregoing is approved and agreed to:

By: S. Busey  
Stephen D. Busey, Esquire  
Smith Hulsey & Busey  
Approved:

Date: AUGUST 26, 2020

[Signature]  
Sam Newby  
Acting Council President

Date: 8/27/2020

Approved:

[Signature]  
Cheryl Brown  
Director/Council Secretary

Date: 8/27/2020

Approved:

[Signature]  
Margaret M. Sidman  
Managing Deputy General Counsel

Date: 8/27/2020

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

[Signature]  
Name: Cheryl L. Brown  
Title: Director / Council Secretary

Date: 8/27/2020