

2016-07-3  
attachment

OFFICE OF GENERAL COUNSEL  
CITY OF JACKSONVILLE  
117 WEST DUVAL STREET, SUITE 480  
JACKSONVILLE, FL 32202  
PHONE: (904) 630-1724



**LEGAL MEMORANDUM**

**To:** Lawrence "Larry" Schmitt, Chair  
Jacksonville Police and Fire Pension Fund (JPPPF)  
Beth A. McCague, JPPPF Interim Executive Director

**From:** Jason R. Gabriel, General Counsel *JRG*

**Re:** Request for outside legal counsel for pension-related matters

**Date:** June 14, 2016

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The JPPPF has recently requested direction from the Office of General Counsel with regard to engaging specialized outside counsel to assist with pension-related matters. Accordingly, this memo provides guidance with respect to that process.

The JPPPF's chief legal officer is the General Counsel, and any assistant general counsel may be assigned to the JPPPF by the General Counsel to counsel the JPPPF. The JPPPF has the ability to employ attorneys as may be required. To accomplish this, the JPPPF coordinates the request for acquisition of such legal counsel through the General Counsel. All legal service requests for the entire consolidated government, whether outside engagement or otherwise, flow through the Office of General Counsel.<sup>1</sup>

Having considered the needs of the JPPPF, as General Counsel, I am authorizing the acquisition of such counsel in accordance with the City Charter. Once the appropriate counsel is selected, an engagement letter will be entered into, in a form substantially similar to the one attached hereto as Exhibit A.

Accordingly, and at the JPPPF's request, I have compiled a list of three (3) law firms qualified in pension law that I have vetted and recommend for your review. See Exhibit B.

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<sup>1</sup> The JPPPF Board, expressly established as an independent agency of the City of Jacksonville pursuant to Section 18.07, Charter, has the ability to employ attorneys "as the board may require." Section 7.01, of the Charter states, in pertinent part: "The General Counsel may authorize the independent agencies to engage outside counsel upon certification by the General Counsel of compliance [1] with the Charter and [2] with the agency's authority, and [3] a finding of necessity by the General Counsel." Section 7.02 dictates that the General Counsel serve as the JPPPF Board's chief legal counsel with the final authority to resolve or interpret any legal issue relative to the entire consolidated government.

Upon the JPPFF's selection of one of the firms, I will contact the selected firm, negotiate and agree on an appropriate governmental rate, and execute the engagement letter referenced above. Should the JPPFF not select any of these firms and desire other ones for consideration, please inform me of such, and I will provide additional firms for your consideration.

Please contact me with any questions or concerns.

Thank you.

**EXHIBIT A**

**ENGAGEMENT LETTER**

Date

\_\_\_\_\_, Esquire  
Firm Name  
Firm Address  
Jacksonville, Florida \_\_\_\_\_

**RE: Engagement of [Firm Name] for specialized pension legal services**

Dear Mr./Ms. \_\_\_\_\_ :

This letter is to confirm the engagement of [Firm Name] (the “Firm”) by the City of Jacksonville, Office of General Counsel (“OGC”) on behalf of the Jacksonville Police and Fire Pension Fund (“Fund”) for specialized legal counsel related to pension matters. The Firm is being retained to provide specialized legal services as outside counsel to the Fund. More specifically, the Firm will provide the following scope of services to the JPPFP Board in close cooperation and consultation with the Fund’s management and the OGC:

- Advise and counsel the Fund and OGC on all pension and related matters, including but not limited to compliance with applicable federal and state laws.
- Work with OGC and the Fund with regard to specific issues within such party’s province as directed by OGC.
- Provide all other legal services as may be requested by the Fund and OGC and reasonably related to the matter described.

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 Fund at the rate of \$\_\_\_\_.00 per hour. The rate for other attorneys and paraprofessionals who may work on this matter and their respective rates are as follows: \_\_\_\_\_. 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 a “not-to-exceed” amount of \$\_\_\_\_.00, and is governed by Section 108.505( ) of the City of Jacksonville Ordinance Code, in addition to other provisions of the Ordinance Code. The Firm agrees to notify OGC when \$\_\_\_\_.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 Fund 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 Fund. Upon the conclusion of the matters, or upon a written request by the Fund or OGC for their production, all such files shall be returned.

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 shall not charge for travel time to or from Jacksonville, Florida. The Firm also agrees to charge the Fund 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 the Fund via OGC, c/o \_\_\_\_\_, Deputy General Counsel, 117 W. Duval Street, Ste. 480, Jacksonville, FL 32202 with electronic copy to \_\_\_\_\_, Assistant General Counsel, and \_\_\_\_\_, Office Manager. 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 OGC. Payment will be remitted by the Fund 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.

The Fund 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 the Fund 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 the Fund any time with the Fund's consent or for good cause without the Fund'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 the Fund'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 the Fund'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 the Fund, 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,

\_\_\_\_\_  
General Counsel

The foregoing is approved and agreed to:

By: \_\_\_\_\_  
\_\_\_\_\_, Esquire  
\_\_\_\_\_, Firm

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

Approved:

\_\_\_\_\_  
Authorized designee

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

\_\_\_\_\_  
Deputy General Counsel  
Office of General Counsel  
City of Jacksonville

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

\_\_\_\_\_  
[Name of authorized official]  
[Title of authorized official]

cc: \_\_\_\_\_, Deputy of \_\_\_\_\_  
\_\_\_\_\_, Chief of \_\_\_\_\_  
\_\_\_\_\_, Chief Deputy General Counsel  
\_\_\_\_\_, Office Manager

**EXHIBIT B**

**PENSION COUNSEL**

Lewis, Longman & Walker, P.A.  
c/o James W. Linn  
315 South Calhoun Street, Suite 830  
Tallahassee, Florida 32301

Sugarman & Susskind  
c/o Robert A. Sugarman  
100 Miracle Mile, Suite 300  
Coral Gables, Florida 33134  
Phone: 305-529-2801

Foley & Lardner  
c/o Kevin Hyde  
One Independent Drive, Suite 1300  
Jacksonville, Florida 32202