



**JASON R. TEAL  
GENERAL COUNSEL  
CITY OF JACKSONVILLE**

**OFFICE OF GENERAL COUNSEL**

117 W. Duval Street, Suite 480 | Jacksonville, FL 32202  
Direct: (904) 255-5050 | Fax (904) 255-5120  
*JTeal@coj.net*

February 24, 2023

**Via Electronic Mail**

Mohammad O. Jazil  
Holtzman Vogel Baran Torchinsky & Josefiak PLLC  
119 S. Monroe St., Ste 500  
Tallahassee, FL 32301  
[mjazil@holtzmanvogel.com](mailto:mjazil@holtzmanvogel.com)

Re: **First Amendment to Engagement Letter to Provide Legal Services Relating to Litigation in the Case Styled as *Jacksonville Branch of the NAACP, et. al. v. City of Jacksonville, et al.***

Dear Mohammad:

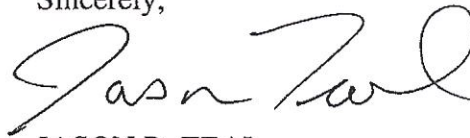
This letter confirms the engagement of the law firm of Holtzman Vogel Baran Torchinsky & Josefiak PLLC (the "Firm") by the Office of General Counsel (the "OGC") on behalf of the Defendant, City of Jacksonville, for legal services for all aspects of litigation, including all appellate matters, in the case styled as *Jacksonville Branch of the NAACP, et. al. v. City of Jacksonville, et al.* The initial engagement, dated October 24, 2022, contained a budget not to exceed \$150,000.00 and is attached hereto as Exhibit "A" for reference.

This First Amendment to the Engagement Letter increases the engagement budget by \$150,000.00, to a "not-to-exceed" amount of \$300,000.00. Because this is an ongoing engagement relating to currently pending litigation, the OGC cannot estimate the total fees and costs payable to the Firm under this engagement. As such, the budget for the work under this engagement letter shall not exceed \$300,000.00, without a written amendment to this engagement letter expressly increasing this budget amount. The Firm may not proceed with work that will result in invoicing for amounts exceeding the budget and must notify the OGC as soon as reasonably apparent that an increase in budget is warranted. The Firm will also make a good faith effort to advise the OGC of any costs it intends to incur and provide an estimate of such costs before incurring them. The Firm is being retained as an independent professional and payment for consultation and legal services is not dependent upon the Firm's findings or opinions, or upon the outcome of this matter.

Mohammad O. Jazil  
Holtzman Vogel Baran Torchinsky & Josefiak PLLC  
February 24, 2023  
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The remaining terms of the original engagement letter remain unmodified by this amendment. If this letter correctly reflects your understanding of the engagement as amended, please execute it in the space provided below and return it to me. 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.


Sincerely,



JASON R. TEAL  
General Counsel

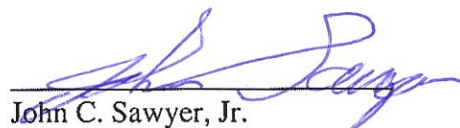
The foregoing is approved and agreed to:

Holtzman Vogel Baran Torchinsky & Josefiak PLLC

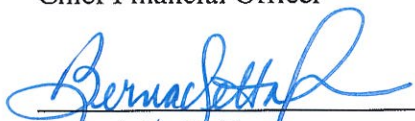
By:   
Mohammad O. Jazil, Partner

Date: 2/27/2023

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

  
John C. Sawyer, Jr.  
Chief Financial Officer

Date: 2/27/23

  
Bernadette Smith  
Senior Office Administrator

Date: 2/27/23