

---

**From:** Cook, David C. [DCook@foley.com]  
**Sent:** 10/1/2019 9:58:13 AM  
**To:** Hyde, Kevin E. [KHyde@foley.com]  
**Subject:** FW: SJC and Nassau Interlocal

FYI

---

**From:** Rabil, Chris <CRabil@foley.com>  
**Sent:** Tuesday, October 1, 2019 9:53 AM  
**To:** Cook, David C. <DCook@foley.com>  
**Subject:** RE: SJC and Nassau Interlocal

I also think the St. Johns County notice is odd in that it's designed to convince SJC not to exercise by pointing out all of the negatives/potential costs while excluding the key information you noted below (price). In my opinion would have been better to do a simpler letter like Nassau County. But at the end of the day, I agree that both letters are defective for the reasons pointed out below. As such, I'm not sure there's really any impact if the Counties don't respond at all – they would have a strong argument that their rights remain in place. If there is a waiver, however, the wording of the waiver will be important and would impact the analysis. Either way, however, we're going to have to run this by the title company at some point.

W. Christopher Rabil  
Board Certified Real Estate Lawyer  
Foley & Lardner LLP  
One Independent Drive | Suite 1300  
Jacksonville, FL 32202-5017  
P 904.359.8731  
[crabil@foley.com](mailto:crabil@foley.com)

---

**From:** Cook, David C. <DCook@foley.com>  
**Sent:** Tuesday, October 1, 2019 9:47 AM  
**To:** Rabil, Chris <CRabil@foley.com>  
**Subject:** RE: SJC and Nassau Interlocal

These letters may be defective as (1) arguably no intent to sell at this point so letter is premature and (2) no PP identified except the 110% book value.

According to Herschel already some discussions about SJ County having an allocated purchase price of close to \$1B while 110% of book is about \$340m.

This is not our issue right now but two things to think about:

What happens if Counties send back waivers as requested by these letters?

What happens if Counties don't respond and the 90 days pass?

I raised the title company issue with Herschel on Friday morning that they might not agree that RORFs have been waived based on faulty notices.

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**From:** Cook, David C. <DCook@foley.com>  
**Sent:** Monday, September 30, 2019 5:11 PM

---

**From:** Davis, Gardner F. [GDavis@foley.com]  
**Sent:** 11/21/2019 3:10:57 PM  
**To:** Hosay, Robert H. [RHosay@foley.com]; Hyde, Kevin E. [KHyde@foley.com]  
**CC:** Guyer, Richard E. [RGuyer@foley.com]; Whitley, Danielle R. [DWhitley@foley.com]  
**Subject:** Review contract - JEA

To avoid another fire drill like this morning, I wanted to point out that the comments to the purchase agreement have been requested in connection with a conference call in morning to discuss the contract.

I have not been invited to call. We do not plan on participating unless instructed otherwise.

Gardner

---

**From:** Davis, Gardner F. [GDavis@foley.com]  
**Sent:** 11/23/2019 7:30:13 AM  
**To:** Hosay, Robert H. [RHosay@foley.com]  
**CC:** Hyde, Kevin E. [KHyde@foley.com]  
**Subject:** JEA 4.5 hour call yesterday

Robert-

To keep you in the loop – yesterday morning on two hours’ notice, I was invited to JEA call about draft purchase agreement. I may have made them mad because I suggested a couple of times that perhaps they wanted to ask me the questions for Foley and then I would drop off for sake of being efficient.

For what it’s worth, JEA senior management does not appear to be listening to guidance from its professionals and the other professionals (not me) are reluctant to suggest they have more expertise than the client. I spoke up on a couple of points, to be told I did not know what I was talking about. (The senior bankers knew that I was right.) I am pretty certain that time will prove me right. Biggest example, JEA wants the Buyer to pay JEA a “reverse break-up” fee of 5% of gross price (\$375 million) if the voters fail to approve the sale in the referendum.

**Gardner F. Davis**

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---

**From:** Davis, Gardner F. [GDavis@foley.com]  
**Sent:** 11/23/2019 1:01:07 PM  
**To:** Hosay, Robert H. [RHosay@foley.com]; Hyde, Kevin E. [KHyde@foley.com]  
**Subject:** Re: JEA - observation about process which causes me concern - privileged and confidential attorney work product

Robert and Kevin-

Saying pressure is on these folks is a total understatement.

I was on a call with two rational men Friday afternoon, the president of Jacksonville University and the chair of Baptist Hospital board. They were talking about the need for a grand jury in light of the whatever you call the executive bonus plan.

FYI - given the values discussed on my two calls by investment bankers, I suspect the plan payout would approach a billion dollars. In private company context, board would lose shareholder suit alleging bad faith approving the plan - or worse a bad faith claim is not subject to indemnification by company - personal liability - worst possible outcome in corporate law.

Also FYI - the paper had story about how JEA board cancelled the November meeting for light agenda.

I believe the JEA board has similar fiduciary duties to board of public company when considering the sale of company, so-called Revlon duties.

In private company context, the board receives repeated briefings from counsel about fiduciary duties. I think that would be advisable here.

One of hallmarks of good sale process under Revlon is board meets very often to receive reports and be actively engaged. A private company sale can involve 30 or more meetings. It's much more difficult for shareholder plaintiff to overcome presumption board made correct decisions when the directors are fully informed and engaged.

The reasons for sale appear extremely compelling- best market in past 100 years. Huge windfall. Value on sale far exceeds value as publicly owned utility. But I think JEA is botching the process and pr.

The President of JU and chair of Baptist Hospital would immediately understand the sale is a "no brainer" if they understood economics.

Just saying. But I do not know anything about political world.

G

On Nov 23, 2019, at 8:19 AM, Hosay, Robert H. <[RHosay@foley.com](mailto:RHosay@foley.com)> wrote:

Thanks for the update. Appreciate you getting involved and adding value. There are a lot of balls in the air and pressure is on these folks. Keep up the good work and advising based on your knowledge, experience and insight!

Robert H. Hosay

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**From:** Davis, Gardner F.  
**Sent:** Saturday, November 23, 2019 7:30 AM  
**To:** Hosay, Robert H. <[RHosay@foley.com](mailto:RHosay@foley.com)>  
**Cc:** Hyde, Kevin E. <[KHyde@foley.com](mailto:KHyde@foley.com)>  
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<image003.jpg>

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**Sent:** 11/23/2019 1:01:07 PM  
**To:** Hosay, Robert H. [RHosay@foley.com]; Hyde, Kevin E. [KHyde@foley.com]  
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**Robert H. Hosay**

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**Sent:** Saturday, November 23, 2019 7:30 AM  
**To:** Hosay, Robert H. <[RHosay@foley.com](mailto:RHosay@foley.com)>  
**Cc:** Hyde, Kevin E. <[KHyde@foley.com](mailto:KHyde@foley.com)>  
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<image003.jpg>

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**From:** Davis, Gardner F. [GDavis@foley.com]  
**Sent:** 11/23/2019 6:02:39 PM  
**To:** Hyde, Kevin E. [KHyde@foley.com]  
**CC:** Hosay, Robert H. [RHosay@foley.com]  
**Subject:** Re: JEA - observation about process which causes me concern - privileged and confidential attorney work product

Pigs v hogs

On Nov 23, 2019, at 1:04 PM, Hyde, Kevin E. <KHyde@foley.com> wrote:

I advised them months ago that the PUP was an incredibly bad idea and would kill the whole deal.

Sent from my iPad

On Nov 23, 2019, at 1:01 PM, Davis, Gardner F. <GDavis@foley.com> wrote:

Robert and Kevin-

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**Robert H. Hosay**

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**Sent:** Saturday, November 23, 2019 7:30 AM

**To:** Hosay, Robert H. <[RHosay@foley.com](mailto:RHosay@foley.com)>

**Cc:** Hyde, Kevin E. <[KHyde@foley.com](mailto:KHyde@foley.com)>

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**From:** Davis, Gardner F. [GDavis@foley.com]  
**Sent:** 11/29/2019 8:01:07 AM  
**To:** Nunn, Veronica T. [veronica.nunn@pillsburylaw.com]  
**CC:** Murphy, Jarrod D. [jarrod.murphy@pillsburylaw.com]; Hyde, Kevin E. [KHyde@foley.com]; Guyer, Richard E. [RGuyer@foley.com]  
**Subject:** RE: Scampi - APA Follow-up (Foley) - response to 3 questions

Veronica-

I write to respond to your three questions.

1. With respect to question 1, I believe the language, as drafted, works. I have never seen three year guaranteed employment, but it's a business issue. I also know most buyers would prefer to pay out over time according to regular payroll practice, but again that is a business issue. Please remember to modify the "no third party beneficiaries" clause to make an exception for Transferred Employees ability to enforce this section.

2. With respect to question 2, I am sorry but I do not understand the Florida Constitutional Concern. The call on Friday was the first time I heard of the issue. I need an explanation of the concern before I can give a response. However, the language seems very unusual and awkward, and I suspect the average reader will have no idea what the language is intended to do. My immediate thought is that you probably need a new section with some background info. A reviewing court likely will not understand the proposed language on its face. As you know, the goal is for a court to be able to enforce the plain language of the agreement.

3. With respect to question 3, Section 21.04(p) of the Jacksonville Charter states, in part: "approval of the council; provided, however, that no approval by the council shall become effective without subsequent referendum approval of the terms and conditions of the sale". The definition of "City Referendum Approval" might be "subsequent voter referendum approval of the terms and conditions of the sale [substitute "Transaction" if defined term] following Jacksonville City Council approval of the sale ["Transaction" if defined] as contemplated by 21.04(p) of the Jacksonville Florida Code of Ordinances". You probably want to run the definition by the government regulatory advisors.

Please feel free to call me on my cell anytime to discuss 904.705.3500.

Gardner F. Davis

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**FOLEY**  
FOLEY & LARDNER LLP

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**From:** Cook, David C. [DCook@foley.com]  
**Sent:** 12/7/2019 7:51:43 PM  
**To:** Hyde, Kevin E. [KHyde@foley.com]  
**Subject:** Re: Project Scampi Management Presentation 2019 11

Hopefully very quick

Best,  
David

David C. Cook  
904-359-8791 (O)  
904-616-7100 (C)

On Dec 7, 2019, at 7:45 PM, Hyde, Kevin E. <KHyde@foley.com> wrote:

Talk to you Monday. You take lead on Joanna

Sent from my iPhone

On Dec 7, 2019, at 7:17 PM, Cook, David C. <DCook@foley.com> wrote:

Came across it on Twitter - taking off to DC

David Cook  
904-359-8791 (O)  
904-616-7100 (C)

On Dec 7, 2019, at 7:14 PM, Hyde, Kevin E. <KHyde@foley.com> wrote:

It was leaked to the city Council on Friday. Jea very upset. Someone broke into the system and send it to council members.

Sent from my iPhone

On Dec 7, 2019, at 7:03 PM, Cook, David C. <DCook@foley.com> wrote:

<https://www.documentcloud.org/documents/6570557-Project-Scampi-Management-Presentation-2019-11.html>

David Cook  
904-359-8791 (O)  
904-616-7100 (C)

---

**From:** Doogal, Daljit S. [DDoogal@foley.com]  
**Sent:** 12/12/2019 1:34:07 PM  
**To:** Jaspan, Stan [sjaspan@foley.com]; Rothman, Jay O. [JRothman@foley.com]  
**CC:** Gay, Mike [MGay@foley.com]; Hyde, Kevin E. [KHyde@foley.com]  
**Subject:** FW: Memo re: JEA  
**Attachments:** PBP Credit Dispute Hosay Kise.doc

Stan and Jay,

I wanted to pass this along to you re: a PBP dispute between Robert Hosay and Chris Kise. This may come up to your attention since Chris had a very negative reaction to it. Kevin has been intimately involved in this also and can provide more background if needed.

Sorry in advance that you may get dragged into it.

-----Original Message-----

**From:** Doogal, Daljit S.  
**Sent:** Thursday, December 12, 2019 11:34 AM  
**To:** Kise, Chris <CKise@foley.com>; Hosay, Robert H. <RHosay@foley.com>  
**Cc:** Gay, Mike <MGay@foley.com>  
**Subject:** Memo re: JEA

Chris and Robert:

Mike and I both appreciate your time on this matter. While these discussions are never easy, we both really appreciate your professionalism with respect to this matter. Attached please find a Memo which details our thoughts on the PBP credit allocation with respect to the JEA matter we have been discussing.

As stated in the Memo, you have the right to appeal to Stan if you disagree with our decision. If we don't hear anything back on your intent to appeal by 12/19, we will have the change processed. Thanks,

## MEMORANDUM

CLIENT-MATTER NUMBER  
999100-0103

**TO:** Chris Kise  
Robert Hosay

**FROM:** Michael Gay  
Daljit Doogal

**DATE:** December 11, 2019

**RE:** PBP Allocation (JEA – Client/Matter #123214-101)

---

A disagreement arose between Chris Kise and Robert Hosay over the proper allocation of the Principle Billing Credit (PBP) for a certain matter related to Jacksonville Electric Authority (JEA). Because the dispute could not be resolved by Chris and Robert (after the intervention of Kevin Hyde), the respective Department Chairs were brought in to resolve the dispute. The current billing allocation is as follows: 45% (Hyde); 45% (Kise); 10% (Hosay).

In order to ascertain the background for the dispute, we had a conference call with Kevin Hyde to get the background and then separately spoke to both Chris and Robert whereby each of them set forth their understanding of the relationship and their position regarding the proper allocation of the PBP credit under the circumstances. Before setting forth the facts as we understand them and our decision, the Department Chairs would like to thank both Chris and Robert for their professional attitude during this process. All parties understand that the firm does not set forth rules with respect to PBP allocation and while guidelines are provided, those guidelines are subject to reasonable, if differing, interpretations.

Relevant Facts: The facts, as the Department Chairs understand them, are as follows:

1. Our former colleague Herschel Vinyard left Foley & Lardner in April, 2019 to become the Chief Administrative Officer of JEA.
2. In July, 2019, Foley was ultimately retained to represent JEA with respect to a government procurement matter based on a number of reasons (1) the strong relationship Herschel had with Foley (including the personal relationship with Chris Kise and Kevin Hyde); and (2) Herschel's familiarity with Foley and knowledge that Robert Hosay was the only person in town that had the experience to handle this specific government procurement matter for JEA (incidentally Robert also helped recruit Herschel to Foley initially and Robert and Herschel worked closely together while he was at Foley). Although Robert was not at the meeting which resulted in our retention, it is undisputed by all parties that Robert's expertise (and Herschel's knowledge of Robert's expertise) was a key factor in our retention.

3. Robert Hosay and Ben Grossman have both spent a large part of the 2<sup>nd</sup> half of the year working on and leading a team with respect to this matter and Robert has been on the ground with JEA since the beginning and has helped expand the relationship significantly.

4. There is no dispute as to the share which Kevin should receive – he is comfortable at 1/3<sup>rd</sup>.

#### Positions of Chris and Robert on Proper Allocation

Chris's view is that he was primarily, if not solely, responsible for Herschel joining Foley initially and for getting Herschel the job a JEA. Furthermore, Chris believes that Robert is getting the bulk of the personal production; therefore, the way that Chris receives value for the opportunity would be through a higher share of PBP. Chris also strongly believes that his (and Kevin Hyde's) personal relationship with Herschel was sole the reason we were retained and since Robert was not at the meeting where this matter was discussed 10% is a fair allocation to Robert.

Robert acknowledges the contributions of Kevin and Chris with respect to the retention of the client, but strongly believes that his area of expertise, his reputation in the community and his relationship with Herschel and Herschel's knowledge of Robert's capabilities were instrumental in Foley being selected for the work. As everyone has acknowledged, there is no one else at Foley who could do this work. Therefore, Robert believes a fair allocation would be a 3 way split to equally reward the team members for their contributions.

#### Resolution

The Department Chairs are in agreement that a shift in the PBP credit should occur as it appears that Robert's expertise and Herschel's intimate knowledge of Robert's expertise were critical to Foley being selected for this matter. The Department Chairs are not swayed by the argument that since Robert is getting the bulk of the personal production, that Chris should receive a higher allocation of PBP.

It appears clear, that even though Robert was not at the initial meeting, Robert's expertise was critical and that he should be awarded an equal share of PBP. Accordingly, a shift of PBP is warranted with the end result being a 3-way split between Chris Kise, Kevin Hyde and Robert Hosay.

Under the process currently in place, to the extent that either Chris or Robert are not satisfied with this resolution, they should request that Stan Jaspan review this matter. Please indicate your desire to do so with the next week. Absent an indication that one or both of you wish to appeal this matter to Stan, we will move forward with reallocating the PBP credit consistent with our resolution.

---

**From:** Hyde, Kevin E. [KHyde@foley.com]  
**Sent:** 12/17/2019 2:29:50 PM  
**To:** Morris, Isaac J. [IMorris@foley.com]; Agen, Joshua A. [JAgen@foley.com]; Feigel, Lenny [LFeigel@foley.com]; Wolfel, John J. [JWolfel@foley.com]; Rabil, Chris [CRabil@foley.com]; White, Joanna A. [JAWWhite@foley.com]; Kirwan, Michael B. [MKirwan@foley.com]; Kise, Chris [CKise@foley.com]; Hosay, Robert H. [RHosay@foley.com]; Coffey, Melissa B. [MCoffey@foley.com]; Alba, Erika E. [elalba@foley.com]; Grossman, Benjamin J. [BJGrossman@foley.com]; Bramwell, Tim [TBramwell@foley.com]; Russell Jr, W. Bradley [wbrussell@foley.com]; Brown, Bobby [bbrown@foley.com]; Hawkes, Josh [JHawkes@foley.com]; Guyer, Richard E. [RGuyer@foley.com]; Hunt, Lisa B. [LHunt@foley.com]; Steverson, Jon [jsteverson@foley.com]; Neumann, Mallory [MNeumann@foley.com]; Howard, James [jhoward@foley.com]; Jones, Randy [rjones@foley.com]; Spear, Tim [tspear@foley.com]; Vincent, Debra L. [dvincent@foley.com]; Demsien, Hannah R. [hdemsien@foley.com]; Sullivan, Juanita M. [jmsullivan@foley.com]; Brueckel, Becky [BBrueckel@foley.com]; Morgan, Belinda S. [BMorgan@foley.com]; Lever Jr, Chauncey W. [CLever@foley.com]; Cook, David C. [DCook@foley.com]; Ware, Dabney D. [DWare@foley.com]; Whitley, Danielle R. [DWhitley@foley.com]; Lenz, Ethan D. [ELenz@foley.com]; Magee, Emily F. [EMagee@foley.com]; Davis, Gardner F. [GDavis@foley.com]; Dooge, Gregg H. [gdooge@foley.com]; Tucker, John A. [JTucker@foley.com]; Isaachsen, JC [JIsaachsen@foley.com]; Hyde, Kevin E. [KHyde@foley.com]; Riley, Leigh C. [lriley@foley.com]; Bailey, Mike [MBailey@foley.com]; Shivers, Olin G. [OShivers@foley.com]; Mullooly, Tom [TMullooly@foley.com]  
**CC:** Rodriguez, Colleen A. [crodriguez@foley.com]; Long, Mariah D. [mlong@foley.com]; Collins, Deborah M. [DCollins@foley.com]; Moore, Ashley R. [ARMoore@foley.com]; O'Steen, Christina L. [COSteen@foley.com]  
**Subject:** JEA -- 123214-0101

All:

I am writing everyone who has done work for JEA in its Invitation to Negotiate Process. Thank you for your work in what I know has been a compressed time period.

Today the Board removed Aaron Zahn as CEO and Managing Director. His termination will be finalized once a few items from his contract are negotiated. Melissa Dykes, current COO, was named Interim CEO. We have worked closely with Melissa and know her to be a good choice.

The ITN process moves forward as does our work. Please avoid making any public comments or statements about Mr. Zahn's termination.

Thanks. Let me know if you have any questions.

-Kevin E. Hyde

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C 904.613.1437

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FLI-RP-JEAGC-0000000607



---

**From:** Cook, David C. [DCook@foley.com]  
**Sent:** 12/27/2019 8:38:00 PM  
**To:** Hyde, Kevin E. [KHyde@foley.com]  
**Subject:** Re: Mayoral official leading JEA sales talks pushed "aggressive" timeline, according to ethics director's notes - News - The Florida Times-Union - Jacksonville, FL

We discussed it as soon as we learned about it. They will try and take cover and claim consultants came up with it but they had to know about the crazy payouts upon sale. Mayor or folks in his staff had to know or should know.

While on crazy fees I hope they subpoena Sam Mousa's arrangement with Nextra. City waived conflict issues and at same time has him hired as a consultant. The Tim Baker thing is outrageous. Taken as a whole the Mayor only cared about getting JEA sold and didn't care that his self appointed team at JEA and his political consultants were all going to make outlandish sums at the expense of the citizens.

Mayor is pretty smart and looks like they thought they could ram this thru city council and then campaign with a promise of \$1000 to each account holder and it would pass.

The PR folks and consultants should be identified and called to task for horrible game plan. Whoever prepared the JEA response to assure taxpayers that the PUP would be paid by the buyer so don't worry should be identified and never have another governmental contract - simply deliberate attempt to talk down to the citizens.

This was always going to be a tough sell but JEA should have done all of the community / church meetings to try and develop support beforehand and at least listen to folks and get their message out there.

I would like to know who came up with the \$1000 payment plan and whether this was discussed with certain community leaders in the low income areas.

Completely soiled this opportunity for a long time due to greed and arrogance.

Best,  
David

David C. Cook  
904-359-8791 (O)  
904-616-7100 (C)

On Dec 27, 2019, at 8:13 PM, Hyde, Kevin E. <KHyde@foley.com> wrote:

I told them the PUP would kill the whole deal. Sorry I was correct

Sent from my iPhone

On Dec 27, 2019, at 8:02 PM, Cook, David C. <DCook@foley.com> wrote:

the optics were too bad in light of attempt to have the PUP plan.

Best,  
David

David C. Cook  
904-359-8791 (O)  
904-616-7100 (C)

On Dec 27, 2019, at 7:53 PM, Hyde, Kevin E. <KHyde@foley.com> wrote:

All of this Merrill involvement by either his staff is due to Carline Miller saying that no Jay EA employee could be on the negotiating team.

Sent from my iPhone

On Dec 27, 2019, at 6:26 PM, Cook, David C. <DCook@foley.com> wrote:

From the article sure seems she was in the lead. Unclear if the numbers being suggested were over and above the debt.

They make big point that the Mayors staff had joined the process in early December about week or so before Mayor issued his hurry up end of Jan deadline.

Best,  
David

David C. Cook  
904-359-8791 (O)  
904-616-7100 (C)

On Dec 27, 2019, at 6:19 PM, Hyde, Kevin E. <KHyde@foley.com> wrote:

She is the deputy CAO and was not n negotiating team. Carla doesn't understand interplay of procurement and sunshine

Sent from my iPhone

On Dec 27, 2019, at 5:46 PM, Cook, David C. <DCook@foley.com> wrote:

Burch

Says Carla Miller said meeting in Atlanta violated sunshine law but JEA's law firm said it did not

David Cook

904-359-8791 (O)  
904-616-7100 (C)

On Dec 27, 2019, at 5:40 PM, Hyde, Kevin E. <KHyde@foley.com> wrote:

I can't open the article. Who is she referring to as the Mayoral official?

Sent from my iPhone

On Dec 27, 2019, at 5:39 PM, Cook, David C. <DCook@foley.com> wrote:

<https://www.jacksonville.com/news/20191227/mayoral-official-leading-jea-sales-talks-pushed-aggressive-timeline-according-to-ethics-directors-notes>

David Cook  
904-359-8791 (O)  
904-616-7100 (C)

---

**From:** Rodriguez, Colleen A. [crodriguez@foley.com]  
**Sent:** 12/30/2019 2:52:43 PM  
**To:** Hyde, Kevin E. [KHyde@foley.com]  
**Subject:** RE: Kevin E Hyde sent you "Letter to Herschel Vinyard re fees December 30 2019"cr

How's your father in law doing?

-----Original Message-----

**From:** Hyde, Kevin E. <KHyde@foley.com>  
**Sent:** Monday, December 30, 2019 2:52 PM  
**To:** Rodriguez, Colleen A. <crodriguez@foley.com>  
**Subject:** RE: Kevin E Hyde sent you "Letter to Herschel Vinyard re fees December 30 2019"cr

Thanks.

Herschel needs to stay awhile at JEA for stability sake but yes, I hope he one day (soon) returns.

-Kevin E. Hyde

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C 904.613.1437

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-----Original Message-----

**From:** Rodriguez, Colleen A. <crodriguez@foley.com>  
**Sent:** Monday, December 30, 2019 2:50 PM  
**To:** Hyde, Kevin E. <KHyde@foley.com>  
**Subject:** RE: Kevin E Hyde sent you "Letter to Herschel Vinyard re fees December 30 2019"cr

That really stinks. Maybe now Herschel will come back.

I'm working on the Rogs for Coward.

-----Original Message-----

**From:** Hyde, Kevin E. <KHyde@foley.com>  
**Sent:** Monday, December 30, 2019 2:48 PM  
**To:** Rodriguez, Colleen A. <crodriguez@foley.com>  
**Subject:** RE: Kevin E Hyde sent you "Letter to Herschel Vinyard re fees December 30 2019"cr

Business as usual for JEA. We have largely stopped work except on matters requested by the client or if questions arise from the repliers such as public records. Our main contact will now be Lawsikia Hodges of the Office of General Counsel.

-Kevin E. Hyde

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P 904.359.8786  
C 904.613.1437

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-----Original Message-----

**From:** Rodriguez, Colleen A. <crodriguez@foley.com>  
**Sent:** Monday, December 30, 2019 2:46 PM  
**To:** Hyde, Kevin E. <KHyde@foley.com>  
**Subject:** RE: Kevin E Hyde sent you "Letter to Herschel Vinyard re fees December 30 2019"cr

I did. I read that over the weekend. So now what happens?

-----Original Message-----

**From:** Hyde, Kevin E. <KHyde@foley.com>  
**Sent:** Monday, December 30, 2019 2:45 PM

To: Rodriguez, Colleen A. <crodriguez@foley.com>  
Subject: RE: Kevin E Hyde sent you "Letter to Herschel Vinyard re fees December 30 2019"cr

Out two remaining contacts (at the sr. exec level) are Herschel and Melissa Dykes. I suppose you heard that the Board has stopped all action on the ITN? It is officially rescinded.

-Kevin E. Hyde

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C 904.613.1437

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-----Original Message-----

From: Rodriguez, Colleen A. <crodriguez@foley.com>  
Sent: Monday, December 30, 2019 2:44 PM  
To: Hyde, Kevin E. <KHyde@foley.com>  
Subject: RE: Kevin E Hyde sent you "Letter to Herschel Vinyard re fees December 30 2019"cr

Exactly. I can't believe Lynne is gone too!

-----Original Message-----

From: Hyde, Kevin E. <KHyde@foley.com>  
Sent: Monday, December 30, 2019 2:43 PM  
To: Rodriguez, Colleen A. <crodriguez@foley.com>  
Subject: RE: Kevin E Hyde sent you "Letter to Herschel Vinyard re fees December 30 2019"cr

Thanks. Now if we can just get them to pay it!

-Kevin E. Hyde

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C 904.613.1437

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-----Original Message-----

From: Rodriguez, Colleen A. <crodriguez@foley.com>  
Sent: Monday, December 30, 2019 2:42 PM  
To: Hyde, Kevin E. <KHyde@foley.com>  
Subject: RE: Kevin E Hyde sent you "Letter to Herschel Vinyard re fees December 30 2019"cr

done

-----Original Message-----

From: Hyde, Kevin E. <KHyde@foley.com>  
Sent: Monday, December 30, 2019 2:37 PM  
To: Rodriguez, Colleen A. <crodriguez@foley.com>  
Subject: Kevin E Hyde sent you "Letter to Herschel Vinyard re fees December 30 2019"cr

Please email to Herschel Vinyard. Thanks.

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Foley & Lardner LLP client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

---

**From:** Brown, Bobby [bbrown@foley.com]  
**Sent:** 1/8/2020 9:29:38 PM  
**To:** Hyde, Kevin E. [KHyde@foley.com]  
**Subject:** RE: JEA -- 123214-0101  
**Attachments:** Revised memo; Re: Revised memo; FW: Landing - LWCF - F&L Memo - Need Word Version; Re: Landing - LWCF - F&L Memo - Need Word Version; RE: Landing - LWCF - F&L Memo - Need Word Version; Re: Handwritten notes and map; RE: Handwritten notes and map; Handwritten notes and map; Fwd: Email from Angie Bright; Re: Landing - LWCF - F&L Memo - Need Word Version

Kevin,

I continued to work with Herschel on the Met Park matter after he left Foley. Some of my emails (or emails at my direction) went to his JEA account, his personal Gmail account, or to both of his JEA/Gmail accounts. Attached are copies of such emails – I believe these are responsive to OGC's below request. I did not include any emails during the month of March/April 1st that were sent by me or Herschel to/from our Foley email accounts, as these relate to the Met Park matter and were internal Foley emails.

Please let me know if you need anything further or would like to discuss.

Best regards,

Bobby

William R. Brown Jr

Foley & Lardner LLP  
One Independent Drive | Suite 1300  
Jacksonville, FL 32202-5017  
P 904.359.8742

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[Visit Foley.com](#)



---

**From:** Hyde, Kevin E. <KHyde@foley.com>  
**Sent:** Wednesday, January 8, 2020 2:33 PM  
**To:** Morris, Isaac J. <IMorris@foley.com>; Agen, Joshua A. <JAgan@foley.com>; Feigel, Lenny <LFeigel@foley.com>; Wolfel, John J. <JWolfel@foley.com>; Rabil, Chris <CRabil@foley.com>; White, Joanna A. <JAWWhite@foley.com>; Kirwan, Michael B. <MKirwan@foley.com>; Kise, Chris <CKise@foley.com>; Hosay, Robert H. <RHosay@foley.com>; Coffey, Melissa B. <MCoffey@foley.com>; Alba, Erika E. <elalba@foley.com>; Grossman, Benjamin J. <BJGrossman@foley.com>; Bramwell, Tim <TBramwell@foley.com>; Russell Jr, W. Bradley <wbrussell@foley.com>; Brown, Bobby <bbrown@foley.com>; Hawkes, Josh <JHawkes@foley.com>; Guyer, Richard E. <RGuyer@foley.com>; Hunt, Lisa B. <LHunt@foley.com>; Steverson, Jon <jsteverson@foley.com>; Neumann, Mallory <MNeumann@foley.com>; Howard, James <jhoward@foley.com>; Jones, Randy <rjones@foley.com>; Spear, Tim <tspear@foley.com>; Vincent, Debra L. <dvincent@foley.com>; Demsien, Hannah R. <hdemsien@foley.com>; Sullivan, Juanita M. <jmsullivan@foley.com>; Brueckel, Becky <BBrueckel@foley.com>; Morgan, Belinda S. <BMorgan@foley.com>; Lever Jr, Chauncey W. <CLever@foley.com>; Cook, David C. <DCook@foley.com>; Ware, Dabney D. <DWare@foley.com>; Whitley, Danielle R. <DWhitley@foley.com>; Lenz, Ethan D. <ELenz@foley.com>; Magee, Emily F. <EMagee@foley.com>; Davis, Gardner F.

FLI-RP-JEAGC-0000000612

<GDavis@foley.com>; Dooge, Gregg H. <gdooge@foley.com>; Tucker, John A. <JTucker@foley.com>; Isaachsen, JC <JIsaachsen@foley.com>; Riley, Leigh C. <lriley@foley.com>; Bailey, Mike <MBailey@foley.com>; Shivers, Olin G. <OShivers@foley.com>; Mullooly, Tom <TMullooly@foley.com>  
Cc: Rodriguez, Colleen A. <crodriguez@foley.com>; Long, Mariah D. <mlong@foley.com>; Collins, Deborah M. <DCollins@foley.com>; Moore, Ashley R. <ARMoore@foley.com>; O'Steen, Christina L. <COSteen@foley.com>  
Subject: RE: JEA -- 123214-0101

All:

Please see request below we have received from the Office of General Counsel. Please forward to me any documents you have responsive to this request.

Thanks.

Hi Kevin. As you know, the JEA Board directed OGC to investigate Aaron Zahn. As part of our investigation, we are requesting the following documents that may be in your firm's possession:

- 1) Electronic copies, with intact metadata, of all drafts of all of Aaron Zahn's employment contracts, including all attachments and exhibits (such as "Form of Separation and Transition Agreement," and "Mutual Release Agreement.")
- 2) Copies of all emails sent by employees of Foley to any JEA Senior Leadership Team member at any non "@jea.com" email address between March 1, 2018 and today.
- 3) Copies of all emails received by employees of Foley from any JEA Senior Leadership Team member sent from any non "@jea.com" email address between March 1, 2018 and today.

Please let me know if you have any questions.

Thanks  
Sean

Sean Granat, Esq.  
Deputy General Counsel  
City of Jacksonville, Office of General Counsel  
117 West Duval Street, Suite 480  
Jacksonville, FL 32202

(904)255-5061 – Direct  
(904)255-5100 – Main  
(904)630-1316 – fax

-Kevin E. Hyde

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## MEMORANDUM

CLIENT-MATTER NUMBER  
119840-0101

**TO:** File

**FROM:** William R. Brown Jr.

**DATE:** March 28, 2019

**RE:** Proposed replacement property currently in public ownership

---

**ISSUE:** Can the Jacksonville Landing real property (Parcel #074457-2000) (the "**Landing**") be considered as "replacement property" in the Land and Water Conservation Fund ("**LWCF**") conversion of Metropolitan Park even though the Landing is already owned by the City of Jacksonville (the "**City**")?

**LAW:** For LWCF assisted property (e.g., Metropolitan Park) to be converted in whole or in part to other than public outdoor recreational use, the regulations governing LWCF conversions require that certain criteria be met before other land can be considered as "replacement property" for such LWCF assisted property. See 59 CFR § 59.3(b). One of such criteria provides that the replacement land under current public ownership (i.e., the same public owner that owns the LWCF assisted property or a different public agency) may not be considered as replacement property unless four conditions are satisfied. See 59 CFR § 59.3(b)(4).<sup>1</sup>

These four conditions are as follows:

1. The land was not acquired by the sponsor or selling agency for recreation.
2. The land has not been dedicated or managed for recreation purposes while in public ownership.
3. No Federal assistance was provided in the original acquisition unless the assistance was provided under a program expressly authorized to match or supplement LWCF assistance.

---

<sup>1</sup> But see LWCF Manual Chapter 8(E)(3)(d) (providing that such four conditions must be met only in the event that such land is owned by another public agency, indicating that land currently owned by the same public owner that owns the LWCF assisted property may be considered as "replacement property" even though such four conditions are not satisfied). Notwithstanding this apparent difference between the LWCF Manual and 59 CFR § 59.3(b)(4), as long as the City did not obtain Federal assistance in the acquisition of the Landing, as further explained in this memorandum, the Landing most likely would not be disqualified as replacement property solely because it is under current public ownership.





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4. Where the project sponsor acquires the land from another public agency, the selling agency must be required by law to receive payment for the land so acquired.
  - a. An exception to this fourth condition exists. Such exception provides that if the local contribution towards the LWCF grant for the development project “was not derived from the cost of the purchase or value of a donation of the land to be converted but from the value of the development itself, [then] public land which has not been dedicated or managed for recreation/conservation use may be used as replacement land even if this land is transferred from one public agency to another without cost.” 59 CFR § 59.3(b)(4).

SUMMARY: As long as the City did not obtain Federal assistance in the acquisition of the Landing, the Landing most likely would not be disqualified as replacement property solely because it is under current public ownership.

ANALYSIS: The following analyzes the aforementioned four conditions to determine whether the Landing may be considered as replacement property in an LWCF conversion despite the City’s current ownership of the Landing.

Condition #1: *The land was not acquired by the sponsor or selling agency for recreation.*

The Landing was acquired by the City of Jacksonville (the “City”) from the Jacksonville Transportation Authority (“JTA”), as evidenced by the City’s vesting deed recorded in the Duval County Official Public Records at Book 5894, Page 971 (the “*Vesting Deed*”). Presumably, given that JTA provides varied mass transit services to the City, JTA did not acquire the Landing for recreational purposes. With respect to the City, it is clear that the City did not acquire the Landing for recreation. As evidenced in the Vesting Deed, JTA retained a right of reverter when it conveyed the property to the City in the event that the property so conveyed “is not utilized within a period of three years from the date hereof for a *festival shopping site*....” (emphasis added).

Condition #2: *The land has not been dedicated or managed for recreation purposes while in public ownership.*

The Landing is zoned as a “Commercial Community/General-1” (“*CCG-1*”) district. Per the City of Jacksonville’s CCG-1 zoning district summary (copy of which is enclosed), noticeably, the “permitted uses and structures” for property zoned as CCG-1 does not include outdoor recreational activities. Though such “permitted uses” includes “commercial indoor recreation or entertainment facilities” (see Permitted Use #5), such permitted use is one (1) of twenty-six (26) permitted uses, with no other of such permitted uses indicating a recreational purpose. Given the totality of the circumstances with respect to the Landing’s current zoning classification and history of use, it appears that the “land has not been dedicated or managed for recreation purposes while in public ownership”.



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Condition #3: *No Federal assistance was provided in the original acquisition unless the assistance was provided under a program expressly authorized to match or supplement LWCF assistance.*

The City may be able to provide some insight with respect to whether Federal assistance was provided in the City's acquisition.

Condition #4: *Where the project sponsor acquires the land from another public agency, the selling agency must be required by law to receive payment for the land so acquired.*

Documentary stamp taxes in the amount of \$0.45 were paid when the Vesting Deed was recorded. As such, it is apparent that the City did not pay fair market value to JTA for its acquisition of the Landing. Therefore, it initially appears that this fourth condition would not be satisfied since the "selling agency" (i.e., JTA) did not "receive payment for the land so acquired." However, noticeably, the 1981 LWCF Agreement reflects on Page 3 that the "Local Amount" (i.e., the "local contribution") was \$1,500,000. It is also evident in City Ordinance 1982-660 that the City appropriated \$1,500,000 as "necessary funds for the *development* of METROPOLITAN PARK" (emphasis added). Consequently, because the City's contribution towards the LWCF grant was a cash contribution towards the development itself rather than the "cost of the purchase or value of a donation of the land to be converted", under the above mentioned exception to this fourth condition, the City would not be barred from proposing the Landing as replacement land even though the Landing was acquired from JTA at below fair market value.

WRB:clo

---

**From:** Amdur, Stephen B. [stephen.amdur@pillsburylaw.com]  
**Sent:** 1/8/2020 12:24:36 PM  
**To:** Hyde, Kevin E. [KHyde@foley.com]  
**Subject:** Catch up

**\*\* EXTERNAL EMAIL MESSAGE \*\***

Kevin can you please let me know if you have a minute to catch up - thanks

Stephen B. Amdur | Partner

Pillsbury Winthrop Shaw Pittman LLP  
31 West 52nd Street | New York, NY 10019-6131

t +1.212.858.1135 | f +1.212.881.9069 | m +1.203.676.8531

stephen.amdur@pillsburylaw.com | website bio

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---

**From:** Hyde, Kevin E. [KHyde@foley.com]  
**Sent:** 1/13/2020 5:57:37 PM  
**To:** Rodriguez, Colleen A. [crodriguez@foley.com]  
**Subject:** FW: JEA - 123214-0101

File with JEA.

-Kevin E. Hyde

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C 904.613.1437

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---

**From:** Hyde, Kevin E.  
**Sent:** Monday, January 13, 2020 5:57 PM  
**To:** Jaspan, Stan <sjaspan@foley.com>  
**Cc:** Hosay, Robert H. <RHosay@foley.com>; Kise, Chris <CKise@foley.com>  
**Subject:** JEA - 123214-0101

Stan:

As you know, we represented the Jacksonville Electric Authority (JEA) in its potential sale. Our role was to advise on procurement, labor and employment and general corporate matters. Over the course of the past few months the issue became very political. The JEA Board voted to terminate discussion of the sale on 12/24/19. We discontinued our work at that time, except to respond to specific requests to us from JEA or the City's Office of General Counsel. A few local groups have been clamoring for the State Attorney to conduct a grand jury around the decision to investigate a sale. Today the State Attorney announced she would not conduct an investigation but would refer it to federal authorities to determine whether it wished to conduct an investigation.

Let me know if you would like to talk about this or for me to speak to Lisa Noller or someone from the white collar group. I am absolutely confident in the advice the entire Foley team provided (40+ timekeepers) but obviously the transaction has been and continues to gain attention.

-Kevin E. Hyde

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**From:** Jagiello, Heather A. [HJagiello@foley.com]  
**Sent:** 2/12/2020 12:44:23 PM  
**To:** Tucker, John A. [JTucker@foley.com]  
**Subject:** RESPONSE NEEDED: NEW DOCUMENT HOLD - DH34858

You will receive this notice daily until you have acknowledged this request.

[Click here to Acknowledge this Document Hold](#)

Document Hold Number: DH34858

The Firm has instituted the following Document Hold - JEA (123214-0101) - on the client/matter(s) referenced below:

123214-0101- JEA- General Legal Advice

You are receiving this notice because you have billed time to the affected matter(s) or work for a timekeeper that has done so and/or have not responded to an initial Hold notification. Please carefully review the scope of this hold, as well as the steps you must take to ensure compliance. You must acknowledge this Document Hold by answering the questions below and clicking the Acknowledge button.

**Scope of Hold:** Circumstances have arisen which require the Firm preserve all documents associated with JEA, 123214 for matter 0101. This includes both physical and electronic documents created during the life of the matter.

This includes all records from:

**Life of the Matter(s):** Yes

**Effective Date, if not Life of Matter(s):** -

What you must do to comply with this Hold:

1) Do not destroy any records associated with the referenced client/matter(s), regardless of whether the record is physical(paper)or electronic(NetDocs documents, emails, etc.).

2) All emails stored in Outlook (such as in your Inbox, Sent Items, or private Outlook folders) must be filed in NetDocs under the appropriate client/matter number(s). You will soon be required to acknowledge that all relevant email has been filed.

NOTE: Be aware that any email in your Inbox or Sent Items folder that is approaching 90 days old should be filed before automatic deletion.

3) Be aware that any documents under this hold that are currently stored in NetDocs will be rendered Read Only, and the Delete 7 Day option will be disabled. Any documents already marked for deletion will not be deleted. When the Document Hold is lifted, all records will once again be subject to the Firm's retention policy.

4) Cooperate with requests by the Information Governance Department(such as to ensure that all physical records relevant to the hold have been captured in the records management system and are properly labeled).

5) Please acknowledge this hold notice by answering the questions in the acknowledgement form linked below. Failure to comply with the Firm's Document Hold Policy can have severe consequences, including allegations of spoliation, monetary or criminal sanctions, or adverse inferences in jury instructions.

[Click here to Acknowledge this Document Hold](#)

**If you have any questions please contact the IG Department at [IGDepartment@Foley.com](mailto:IGDepartment@Foley.com)**

**Heather A. Jagiello**  
Information Governance Analyst

Foley & Lardner LLP  
777 East Wisconsin Avenue  
Milwaukee, WI 53202-5306  
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