

PROFESSIONAL SERVICES AGREEMENT
[Amendment to Territorial Agreement]
(Contract No. 3225)

THIS AGREEMENT is dated 6/13/2014 and is entered into by the CITY OF TALLAHASSEE, a Florida municipal corporation, hereinafter referred to as "City," and the law firm of GUNSTER, YOAKLEY & STEWART, P.A., hereinafter referred to as "Attorney."

The City is desirous of obtaining, and the Attorney is desirous of rendering, certain legal services required by the City, as specifically set forth in the scope of services below, in accordance with the terms, and subject to the conditions set forth herein.

The parties, therefore, agree as follows:

1. Scope of Services. The Attorney shall serve as legal counsel and advisor for the City, and shall represent the City before the Florida Public Service Commission ("PSC"), with respect to obtaining PSC approval of an amendment to a territorial agreement, dated October 11, 1989, between the City and Talquin Electric Cooperative, Inc. The Attorney shall render such professional services as may be specifically requested by the City, from time to time, to the extent the same are within this Scope of Services and shall include all services as are reasonably required to adequately represent the City in such regard. The Deputy City Attorney, or designee, shall be the Coordinating Attorney and Rob McGarrah, General Manager – Electric Utility, shall be the Departmental Coordinator with respect to provision of services by the Attorney.

2. Compensation. The Attorney shall be compensated at the following hourly billing rates, for all Services rendered, provided that such Services are within the Scope of Services and that funding therefore has been authorized at the time of rendition:

Charles A. Guyton \$293.00

Such rates may be modified from time to time by mutual written agreement between Attorney and the City Attorney, or designee. Additionally, the City shall compensate the Attorney for the following costs, fees and expenses incurred in rendering services to the City:

(i) at cost, for all approved fees and costs incurred in rendering services to the City, including long distance telephone charges, postage, messenger services, computer-aided research costs, consultant costs, filing fees, and litigation costs;

(ii) in accordance with the attached Exhibit "A" for authorized travel expenses; and

(iii) at the rate of \$0.25 per page for all black-and-white copies made, \$0.50 per page for all color copies made, and \$1.00 per page for facsimile transmissions.

On or before the 30th day of each month, the Attorney shall prepare and submit an invoice for fees, costs, and expenses incurred in providing services during the preceding month. Invoices shall include such detail as may be required by the City Attorney regarding specific and cumulative time expended, disbursements made, and expenses incurred in providing services during the preceding month. Unless otherwise directed, in writing by the City Attorney, original invoices shall be submitted to City of

Tallahassee, Electric Utility (Attn: Diane Blanton), 2602 Jackson Bluff Road, Tallahassee, Florida 32304, with a copy to City Attorney, 300 South Adams Street, Box A-5, Tallahassee, Florida 32301. Invoices shall reference this Agreement (both by subject matter and by contract number).

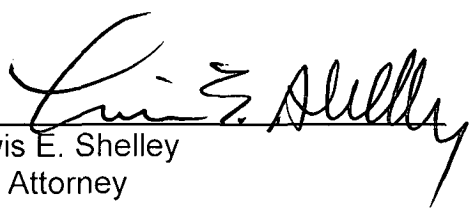
3. Maintenance of Professional Standards. All work performed by the Attorney shall be in accordance with the highest standards of the legal profession. The Attorney shall maintain familiarity with applicable code(s) of professional responsibility and shall ensure that at no time does its representation cause it to be in a position of violation of the standards of conduct set by those rules. In the event of any questions concerning conflict of interest between the interests of the City and any other client represented by the Attorney, including the City, the same shall be disclosed to the Departmental Coordinator and the Coordinating Attorney immediately upon the issue being raised. In the event the City Attorney, or designee, shall determine that a conflict of interest or appearance thereof exists, the City Attorney, or designee, may immediately terminate this Agreement.

4. Primary Service Responsibility. Charles A. Guyton shall have the responsibility for providing services under this Agreement.

5. Term. This Agreement is for a term of two (2) years, which may be extended from time to time by mutual agreement of the parties. The Agreement may be terminated by either party for the convenience of that party upon thirty (30) days written notice; provided, however, that the City Attorney, or designee, may immediately terminate this Agreement if the Attorney fails to submit any invoice in a timely manner or otherwise fails to comply with the terms or conditions set forth in this Agreement.

6. Limitation on Funding. The funding limitation for services under this Agreement is \$15,000 which limitation may be increased by written notice from the City Attorney, or designee. The Departmental Coordinator, the Attorney, and the Coordinating Attorney shall work closely together to monitor, on an on-going basis, time expended and expenses incurred by the Attorney in providing services, to anticipate the need for future services, and to estimate the costs for services being requested by the City to ensure that adequate funding is available for all such services.

CITY OF TALLAHASSEE

By: 
Lewis E. Shelley
City Attorney

GUNSTER, YOAKLEY &
STEWART, P.A.

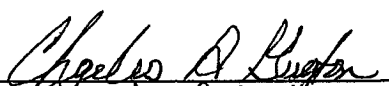
By: 
Name: Charles A. Gunster
Title: Shareholder

EXHIBIT "A"

Travel, Lodging and Meal Reimbursement

1. Any travel undertaken by the Attorney or its employees in performing work or services hereunder shall be reimbursed in accordance with the following:
 - a. Only expenses in conformance with the approved trip will be reimbursed.
 - b. The number of persons traveling is the minimum number required to accomplish the purpose of the trip.
 - c. Economics shall be the primary consideration when making travel arrangements. The amount of the reimbursement shall be limited to the cost for the method, class, routing and other arrangements that is the most economical available and that results in the lower over-all cost consistent with distance to be traveled and trip purposes. The Attorney shall be responsible for the difference in cost if a less economical method is chosen.
 - d. Travel arrangements should be made as early as possible to take advantage of early discounts and advance purchase prices.
 - e. Expenses for a traveler's spouse or family shall not be subject to reimbursement.
2. If travel is by air, the following shall be considered:
 - a. Only coach class fare will be reimbursed unless first class fare is authorized as a result of emergency conditions and the unavailability of coach class seats.
 - b. If air travel is booked via the Internet, the confirmation notice stating the cost of the ticket(s) shall be submitted with the invoice or request for reimbursement. If air travel is booked via a travel City or directly with the air carrier, a copy of the ticket showing the actual cost shall be submitted.
3. If travel is by vehicle, the following shall be considered:
 - a. A vehicle may be rented whenever reasonably necessary. Rental shall be limited to the compact class of vehicle except when the number of passengers or the volume of materials to be transported makes the use of a compact class vehicle impractical. Higher classes of vehicle rental shall be supported by an explanation as the basis for incurring the more expensive rates. A copy of the rental contract must be submitted with the applicable invoice or other request for reimbursement.
 - b. Use of a private vehicle is allowed for travel and shall be reimbursed at the rate allowable by the Internal Revenue Service. If there are multiple travelers riding in the same vehicle, only one individual shall be reimbursed for mileage.
 - c. A reasonable amount of vicinity mileage incurred in performance of the work or services will be subject to reimbursement.
 - d. Road and bridge tolls, taxi and airport shuttle costs, and hotel parking, as applicable, shall be reimbursed. Receipts shall be obtained, whenever possible.
 - e. If there are multiple travelers going to the same destination, carpooling should be used, unless the circumstances justify otherwise.

Note: Local travel within Leon County shall not be reimbursed.

4. Reimbursement for Meals.

- a. The GSA Travel Per Diem will determine all meal costs.

The "Zip Code" is the preferred and recommended option to search for your travel destination on the following link: www.gsa.gov/perdiem.

- b. Reimbursement for meals shall be based on the following travel schedule:

Departure:

Breakfast	Prior	To	8:00 a.m.
Lunch	8:01 a.m.	To	12:59 p.m.
Dinner	1:00 p.m.	To	6:00 p.m.

Return:

Breakfast	Prior	To	12:00 p.m.
Lunch	12:01 p.m.	To	6:00 p.m.
Dinner	6:01 p.m.	To	12:00 a.m.

- c. A copy of the receipt for meals is NOT required.

5. Reimbursement for Lodging.

- a. Economics and safety shall be the primary consideration when making lodging arrangements.
- b. Cost of lodging shared with a non-official or non-employee (e.g. family member) is limited to the single room rate.
- c. Additional charges or differentials in rates for a smoking, as opposed to a non-smoking, room will not be subject to reimbursement.
- d. A copy of the lodging receipt must accompany the invoice or request for reimbursement.
- e. Phone charges, movie rentals, and room service are not subject to reimbursement.

6. It is understood that performance of work or services may at times be requested under circumstances that make it impossible or impractical to comply with the economic considerations set forth above. In such circumstances, the most economical means of travel available should be used that allows timely arrival to the destination in accordance with the schedule or requirements for performance of the work or services at issue.