

September 15, 2018

William J. Peebles
301 South Bronough Street
Suite 500
Tallahassee, Florida 32301



Re: State Lobbying Services-Utility and Energy
Contract No. 3788A
RFP-0113-16-RWT-RC

To whom it may concern:

The above referenced contract is set to expire October 31, 2018. As such, this letter shall serve as the City of Tallahassee's formal notice to extend the above referenced contract for the period November 1, 2018 through October 31, 2019. This is the 1st available extension.

Per City records, we do not have a Certificate of Insurance on file. Please be advised your firm is NOT permitted to render services to the City of Tallahassee without the required insurance coverage for the remainder of the extension period. Indicate the contract number on the insurance certificate for reference purposes. **NOTE: PER THE CONTRACT TERMS THE CITY OF TALLAHASSEE MUST BE NAMED AN ADDITIONAL INSURED ON THE COI.** The COI may be faxed to (850) 891-8177; emailed to Cindy.Dickinson@talgov.com; or mailed to: Treasurer Clerk Office/Contracts Division, 300 S. Adams Street, Mail Box A-31, Tallahassee, FL 32301.

Please indicate your firm's acceptance of this extension by signing and dating below and returning the signed extension letter to Robert Threewitts via email at robert.threewitts@talgov.com on the submittal. The City looks forward to continuing its excellent working relationship with your firm.

Should you have any questions please contact Robert Threewitts at (preferred) Robert.threewitts@talgov.com, or telephone (850) 891-8025.

Sincerely,


Andre Libroth
Manager for Procurement Services

AL/rwt

ACCEPTANCE OF CONTRACT EXTENSION

Name (Typed or Printed)

William Peebles

Signature


9/18/18

Date

CITY HALL
300 South Adams Street
Tallahassee, FL 32301-1731
850-891-0000
TDD: 711 • Talgov.com

ANDREW D. GILLUM
Mayor

RICARDO FERNANDEZ
City Manager

SCOTT MADDOX
Commissioner

LEWIS E. SHELLEY
City Attorney

NANCY MILLER
Commissioner

JAMES O. COOKE, IV
City Treasurer-Clerk

CURTIS RICHARDSON
Commissioner

T. BERT FLETCHER
City Auditor

GIL D. ZIFFER
Commissioner

AGREEMENT FOR STATE UTILITY REPRESENTATION

THIS AGREEMENT is made and entered into this 31 day of October, 2016, by the CITY OF TALLAHASSEE, a Florida municipal corporation, hereinafter referred to as the "City," and PEEBLES & SMITH, INC., hereinafter referred to as the "Legislative Consultant."

WITNESSETH

WHEREAS, the City, recognizing the need to maximize its opportunities before the Florida Legislature, the Leon County Legislative Delegation, the various state agencies, and the Governor and Cabinet, deems it in the best interests of its citizens to obtain experienced and knowledgeable professional representation at the state level in Tallahassee, Florida, and elsewhere involving matters of state law, policy, legislation, and funding; and,

FURTHER WHEREAS, the City has determined that the Legislative Consultant possesses the requisite background and experience to effectively provide the City with such professional services.

NOW, THEREFORE, the City and the Legislative Consultant in consideration for the mutual performance of the conditions contained herein, do agree as follows:

1. The Legislative Consultant shall have the following responsibilities related to the state work program:
 - a. Testify and lobby on behalf of the City before the Florida Legislature during the annual legislative session, extended session, special sessions, committee meetings, and Leon County Legislative Delegation meetings.
 - b. Make presentations on behalf of the City before members of the Cabinet and their aides.

- c. Appear and testify before State administrative agencies on proposed rules.
- d. Review existing and future State policies and programs on an ongoing basis with particular attention to the manner in which such policies and programs affect the City and its citizens.
- e. Report regularly to the City by way of correspondence, informational bulletins, and personal briefings concerning State legislation, rules, policy, and program directions.
- f. Provide technical assistance to the City in the interpretation of State objectives as they may relate to circumstances and conditions unique to the City.
- g. Assist the City in obtaining State permits and grants.

Litigation, administrative hearings, and rule challenges are outside the scope of this Agreement and would be handled, if required, under a separate Agreement and separate compensation.

2. The City agrees to pay the Legislative Consultant for the performance of the services listed herein in an amount not to exceed a total payment to the Consultant of Forty-Eight Thousand Dollars (\$48,000) per year for the period commencing November 1, 2016 and ending October 31, 2018, inclusive of costs and expenses, with the opportunity for three subsequent one year extensions of the Agreement with approval from the Mayor, or his designee. The Legislative Consultant will bill the City monthly, at the end of each month, based on a proration of the total fee. Out-of-town travel expenses will be reimbursed only if pre-approved.

3. Services shall be rendered by the Legislative Consultant under this Agreement only with the prior approval of the Mayor, or his designee, and all communications and correspondence shall be directed through the Mayor, or his designee.

4. The Legislative Consultant acknowledges that it is part of a team consisting of other Legislative Consultants and other City personnel and further acknowledges that responsibilities for various tasks will be assigned by the City, and may be changed by the City, during the term of the Agreement in order to achieve the results desired by the City.

5. The parties hereto reserve the right, subject to mutual agreement, to modify the terms and conditions of this Agreement as necessary and as evidenced by a written formal executed amendment to the Agreement.

6. The Legislative Consultant shall devote reasonable and sufficient time to representation of the City to achieve satisfactory results. The City recognizes that the Legislative Consultant is not a full-time employee of the City and may have other clients for legislative representation.

7. In the event that either party determines that there is a potential conflict of interest between the City and another client of the Legislative Consultant, the parties will meet to attempt to resolve the conflict. If a resolution satisfactory to the City cannot be reached, the City shall have the right to terminate this Agreement immediately and without prior written notice to the Legislative Consultant. In the event of such termination, the parties shall make such adjustments in payments as are equitable and acceptable to both parties.

8. Either party may terminate this Agreement by giving thirty (30) days' written notice to the other party. Notice shall be provided to the Mayor, on behalf of the City, and to William J. Peebles, on behalf of the Legislative Consultant.

9. For the sum of Ten Dollars (\$10), payment and receipt of which is hereby acknowledged, the Legislative Consultant agrees to hold harmless, indemnify, and defend the City,

its commissioners, officials, officers, employees and agents against any and all claims, losses, costs and expenses (including reasonable attorneys' fees and litigation costs), damages, or law suits for damages for injuries to persons, including death, or damage to property from incidents occurring during the performance of services under this Agreement and arising from acts or omissions of the Legislative Consultant, its officers and employees, except for claims, losses or damages arising solely out of the actions or inactions of the City. Legislative Consultant shall be liable for such claims, losses, costs and expenses (including reasonable attorneys' fees and litigation costs), damages, or law suits in proportion to the percentage of causation for which the Legislative Consultant is responsible. In suits against the City arising out of this Agreement the City may defend itself or allow the Legislative Consultant to provide the defense.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals as the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CITY OF TALLAHASSEE

Attest:

By: James O. Cooke
James O. Cooke
City Treasurer-Clerk

By: Andrew P. Gillum
Andrew Gillum, Mayor

Approve as to form:

By: Lewis E. Shelley
Lewis E. Shelley, City Attorney

PEEBLES & SMITH, INC.

By: William J. Peebles
William J. Peebles, President

Amey Hardlee
Witness

Ashley Hanks
Witness

