

CITY OF BARTOW

November 29, 2022

Connie Vanassche, President CAS Governmental Services, LLC P.O. Box 35, 36901 Third Street Canal Point, FL 33438

Dear Mrs. Vanassche:

This letter shall authorize CAS Governmental Services, LLC (CASGS) to represent the City of Bartow during the Florida Legislative Session and to complete such lobby registration and related procedures as may be necessary to do so. This authorization shall continue on the same terms and conditions as provided in the City's Governmental Services Agreement with CASGS dated January 12, 2017.

If you have any questions or need anything further, please don't hesitate to contact me.

Sincerely,

David W. Wright Interim City Manager

c: Mayor and City Commission

Director of Finance

City Clerk



January 5, 2021

Mr. Dale Milita CAS Governmental Services, LLC P. O. Box 35, 36901 Third Street Canal Point, FL 33438

Dear Mr. Milita:

This letter shall authorize CAS Governmental Services, LLC (CASGS) to represent the City of Bartow during the Florida Legislative Session and to complete such lobby registration and related procedures as may be necessary to do so. This authorization shall continue on the same terms and conditions as provided in the City's Governmental Services Agreement with CASGS dated January 12, 2017.

If you have any questions or need anything further, please don't hesitate to contact me.

Sincerely,

George A. Long City Manager

GAL:ps

c: Mayor and Commission Assistant City Manager Director of Finance City Clerk



January 14, 2020

Mr. Dale Milita CAS Governmental Services, LLC P.O. Box 35, 36901 Third Street Canal Point, FL 33438

Dear Mr. Milita:

This letter shall authorize CAS Governmental Services, LLC (CASGS) to represent the City of Bartow during the Florida Legislative Session and to complete such lobby registration and related procedures as may be necessary to do so. This authorization shall continue on the same terms and conditions as provided in the City's Governmental Services Agreement with CASGS dated January 12, 2017.

If you have any questions or need anything further, please don't hesitate to contact me.

Sincerely,

George A. Long City Manager

c: The Honorable Mayor and City Commission Finance Director City Clerk

CAS Governmental Services, LLC

"Communications Advocacy Specialists"
36910 3rd Street, Post Office Box 35
Canal Point, Florida 33438-0035
561-924-7702

This Agreement is by and between the City of Bartow ("CITY"), and the consulting firm, CAS Governmental Services, LLC ("CAS-LLC").

WITNESSETH:

WHEREAS, CITY desires to contract with a governmental services consultant; and

WHEREAS, CAS-LLC agrees to provide CITY with professional lobbying and governmental services consulting activities as more fully described in the "PROFESSIONAL LOBBYING SERVICES" paragraph herein; and

WHEREAS, Sections 11.047 and 112.3217, Florida Statutes (2016), prohibit the payment of a "contingency fee" to professional lobbyists; and

WHEREAS, CITY and CAS-LLC agree that compensation due to CAS-LLC for its consulting services performed under this agreement is not, in any way, a "contingency fee," defined in §11.047(1), Florida Statutes (2016) as "a fee, bonus, commission or nonmonetary benefit as compensation which is dependent or in any way contingent on the enactment, defeat, modification, or other outcome of any specific legislative action";

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement, the sufficiency of which is acknowledged by both parties, CITY and CAS-LLC agree as follows:

SCOPE OF SERVICES:

- (a) <u>Professional Lobbying Services</u>. CAS-LLC will provide CITY with professional lobbying and governmental services consulting to represent CITY interests during the legislative session. Consulting activities include advocating for appropriations and representing CITY issues to state legislators. CAS-LLC will meet as appropriate with City Manager or designee to plan and discuss legislative issues and advocacy of legislative appropriations.
- (b) <u>Other Professional Services</u>. Other services may be authorized or requested, in writing by CITY, and costs will be negotiated after authorization or request is accepted by CAS-LLC.

COMPENSATION:

(a) <u>Professional Lobbying Services</u>. CAS-LLC shall receive an annual lump sum fee of Twelve-Thousand \$12,000.00 Dollars that may be paid in two (2) monthly installments of \$6,000 each, in January and February.

NO CONTINGENCY FEES: Both CITY and CAS-LLC fully understand and accept that payment of fees herein is not contingent upon the outcome or success of professional lobbying services. In accordance with §§11.047 and 112.3217, Florida Statutes (2016), no contingency fee or performance based fee is agreed to by either the CITY or CAS-LLC, nor will any contingency fee be paid by CITY or received by CAS-LLC for any of the herein described services.

WARRANTY: CAS-LLC cannot and does not make, nor imply, any form of warranty or guarantees regarding the outcome of any consulting, legislation, special funding or appropriation passage.

TERMINATION: Termination of this contract may be made by the CITY with thirty (30) days notice, during Legislative Session sixty (60) days. CAS-LLC may terminate with a thirty (30) day written notice. Termination notice shall be in writing thirty (30) days prior to the date given as the termination date. Termination shall not deprive CAS-LLC from final invoicing and payment for work already complete or substantially complete nor shall termination deprive CITY from work products already complete or substantially complete.

PUBLIC RECORDS COMPLIANCE: CAS-LLC acknowledges City's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CAS-LLC acknowledges that City is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this agreement and that said statute controls over the terms of this agreement. CAS-LLC further acknowledges its obligations under Florida Statute §119.0701(2016), which include the requirements to a) keep and maintain public records required by the City to perform the service, b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law, c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if CAS-LLC does not transfer the records to the City, and d) upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of CAS-LLC, or keep and maintain public records required by the City to perform the City. If CAS-LLC transfers all public records to the City upon completion of the Agreement, CAS-LLC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CAS-LLC

keeps and maintains public records upon completion of the Agreement, CAS-LLC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the IT systems of the City. A request to inspect or copy public records relating to a City's agreement for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify CAS-LLC of the request, and CAS-LLC must provide the records to the City or allow the records to be inspected or copied within a reasonable time. NOTE: If CAS-LLC does not comply with the City's request for records, the City shall enforce the agreement provisions in accordance with the agreement. A CAS-LLC who fails to provide the public records to the City with a reasonable time may be subject to the penalties under §119.10.

IF CAS-LLC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CAS-LLC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF BARTOW, CITY CLERK'S OFFICE, 863-534-0100, JPOOLE.CLERKS@CITYOFBARTOW.NET; 450 NORTH WILSON AVENUE, BARTOW, FLORIDA 33830.

TERM: The term of this Agreement shall be for one (1) year. CITY shall have the option to renew this Agreement for three (3) additional one (1) year periods, as approved by the CITY.

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EFFECTIVE DATE: This contract shall become effective when executed.

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Governmental - Legislative Services - Grants - Special Funding

P.O. Box 35 • Canal Point, Florida 33438-0035 Office: 561,924.7702 • Fax: 866.929.8006

December 15, 2020

Mr. Richard E. Coates, Esq. Tidewater Consulting, Inc. 115 East Park Avenue, Unit 1 Tallahassee, Florida, 32310

RE: Letter of Engagement

Dear Mr. Coates:

Thank you for your assistance with CAS Governmental Services, LLC (CASLLC) working on behalf of our client base.

We greatly appreciate Tidewater Consulting, Inc., both you and Shelley. It is our desire to continue this working relationship, during the 2021 Committee Weeks and Legislative Session to accomplish goals, appropriations and legislation for the clients of CASLLC. CASLLC and Tidewater Consulting, Inc. agree that CASLLC desire this engagement to not only acquire assistance during the time frames shown in this letter but to also seek out the potential of a long-term relationship for both firms to work together on CASLLC projects.

This letter shall serve as a Letter of Engagement between CAS Governmental Services, LLC (CASLLC) Ms. Connie C. Vanassche, President, Mr. James Spratt, Vice President and M. Dale Milita and Tidewater Consulting, Inc (Tidewater) Mr. Richard E. Coates, Esq, and Ms. Shelley B. Green for the 2021 Legislative Committee Weeks and Legislative Session and appropriate time associates with this session.

Tidewater Consulting, Inc. Mr. Richard Coates/Ms. Shelley Green shall abide with all appropriate laws and rules governing lobbyists duties, filing of required reports and provide all appropriate insurance pursuant to the parameters of their firm. CASLLC may suspend or cancel this letter of engagement with 15 days written or e-mail notice. Should a suspension or cancellation be made, CASLLC agrees to compensate Tidewater for work completed or substantially complete.

The fee for services for terms covered in this letter of engagement shall be Twenty thousand dollars (\$20,000.00) and shall be invoiced monthly at the rate of \$4,000.00 each in January, February, March, April and May 2019.

CCV-Initial:

Tidewater agrees with "non-compete" with any clients under agreement/contract with CASLLC at the time of this engagement and shall not seek out, work for any of those listed on Attachment A or any client that may come to a contract status with CASLLC during a period of two Legislative Sessions without written permission from CASLLC excepting any mutual clients that both firms are already under agreement with.

It is understood by the parties that the Letter of Engagement is not exclusive.

Sincerely,

CAS GOVERNMENTAL SERVICES, LLC

Connie C. Vanassche

President

Cc: J. Spratt

D. Milita

file

Please sign and date where indicated below and return:

For Tidewater Consulting, Inc.

Signature:

Title:

Jate.

CAS Governmental Services, LLC

Tidewater Consulting Letter of Engagement Attachment A

City of Bartow
City of Belle Glade
City of Moore Haven
City of Okeechobee
City of Wauchula
City County Public Works Authority (Glades County/City of Moore Haven)
Glades County Board of County Commissioners
Hardee County Board of County Commissioners
Okeechobee County Board of County Commissioners
Okeechobee Utility Authority
Town of Pembroke Park

Governmental - Legislative Services - Grants - Special Funding

P.O. Box 35 • Canal Point, Florida 33438-0035 Office: 561.924.7702 • Fax: 866.929.8006

December 19, 2022

Mr. Richard E. Coates, Esq. Tidewater Consulting, Inc. 115 East Park Avenue, Unit 1 Tallahassee, Florida, 32310

RE: Letter of Engagement

Dear Mr. Coates:

Thank you for your assistance with CAS Governmental Services, LLC (CASGSLLC) working on behalf of our client base.

We greatly appreciate Tidewater Consulting, Inc., both you and Shelley. It is our desire to continue this working relationship, during the 2023 Legislative Session and Committee Weeks to accomplish goals, appropriations and legislation for the clients of CASGSLLC. CASGSLLC and Tidewater Consulting, Inc. agree that CASGSLLC desire this engagement to not only acquire assistance during the time frames shown in this letter but to also seek out the potential of a long-term relationship for both firms to work together on CASGSLLC projects.

This letter shall serve as a Letter of Engagement between CAS Governmental Services, LLC (CASGSLLC) Ms. Connie C. Vanassche, President, Mr. James Spratt, Vice President and M. Dale Milita and Tidewater Consulting, Inc. Mr. Richard E. Coates, Esq, and Ms. Shelley B. Green for the 2023 Legislative Session and Legislative Committee Weeks and appropriate time associated with this session.

Tidewater Consulting, Inc. Mr. Richard Coates/Ms. Shelley Green shall abide with all appropriate laws and rules governing lobbyists duties, filing of required reports and provide all appropriate insurance pursuant to the parameters of their firm. CASGSLLC may suspend or cancel this letter of engagement with 15 days written or e-mail notice. Should a suspension or cancellation be made, CASGSLLC agrees to compensate Tidewater Consulting, Inc. for work completed or substantially complete.

The fee for services for terms covered in this letter of engagement shall be Twenty thousand dollars (\$20,000.00) and shall be invoiced monthly at the rate of \$4,000.00 each in January, February, March, April and May 2023.





Page 2. Tidewater Letter of Engagement

Tidewater Consulting, Inc. agrees with "non-compete" with any clients under agreement/contract with CASGSLLC at the time of this engagement and shall not seek out, work for any of those listed on Attachment A or any client that may come to a contract status with CASGSLLC during a period of two Legislative Sessions without written permission from CASGSLLC excepting any mutual clients that both firms are already under agreement with.

It is understood by the parties that the Letter of Engagement is not exclusive.

Sincerely,

CAS GOVERNMENTAL SERVICES, LLC

Connie C. Vanassche

President

C: J. Spratt

D. Milita

file

Please sign and date where indicated below and return:

For Tidewater Consulting, Inc.

Signature:

President

Title:

Decumber 12, 2012

Date:

CAS Governmental Services, LLC

Communication Advocacy Specialists

Governmental - Legislative Services - Grants - Special Funding

P.O. Box 35 • Canal Point, Florida 33438-0035 Office: 561,924,7702 • Fax: 866,929.8006 CAS Governmental Services, LLC

> Tidewater Consulting, Inc. Letter of Engagement Attachment A

City of Bartow
City of Belle Glade
City of Moore Haven
City of Okeechobee
City of Wauchula
City County Public Works Authority (Glades County/City of Moore Haven)
Glades County Board of County Commissioners
Hardee County Board of County Commissioners
Okeechobee County Board of County Commissioners
Okeechobee Utility Authority
Town of Pembroke Park
Wakulla County