

Letter of Understanding Relating to Revision of Current Legislative Services Agreement

This Letter of Understanding amends the Term of Service section of the existing Hardee County Agreement with CAS Governmental Services, LLC. (CASGS) in accordance with language in the original agreement which is extended to August 31, 2023. Therefore, all subsequent renewals Will be effective September 1 of the renewal year.

The following is hereby agreed:

Upon execution of this Letter of Understanding, the term of service provision is extended per the agreement between the COUNTY and CASGS. At this time billable fees and retainer fees to the COUNTY for services rendered in the fiscal year ending September 30, 2023 shall not increase from those in the original agreement between the parties. All other aspects of the existing Agreement remain as agreed.

FOR: HARDEE COUNTY

Lawrence McNaul
Signature:

Lawrence McNaul County Manager
Printed Name & Title:

10/21/2022
Date:

FOR: CAS Governmental Services

Connie C. Vanassche
Signature:

Connie C. Vanassche, President
Printed Name & Title:

10-21-2022
Date:

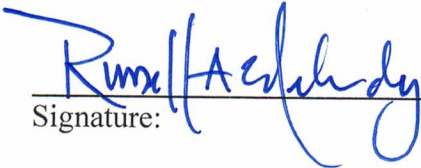
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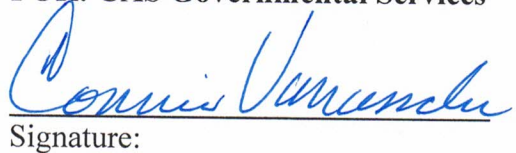
FOR: HARDEE COUNTY


Signature:

Russell A. Melendy, BOCC chair
Printed Name & Title:

11/9/2021
Date:

FOR: CAS Governmental Services


Signature:

Connie C. Vanassche, President
Printed Name & Title:

11-2-2021
Date:

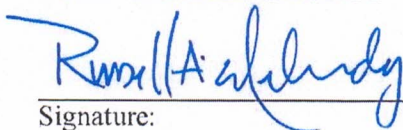
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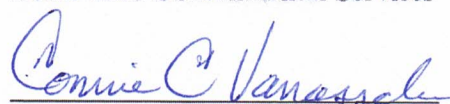
FOR: HARDEE COUNTY


Signature: _____

RUSSELL A. MELENDY
Printed Name & Title: _____

1/7/21
Date: _____

FOR: CAS Governmental Services


Signature: _____

Connie C. Vanassche, President
Printed Name & Title: _____

1/7/21
Date: _____

CAS Governmental Services, LLC
Communication Advocacy Specialists
P.O. Box 35
Canal Point, FL 33438

This Agreement is by and between the **Hardee County Board of County Commissioners**, hereinafter referred to as the “**COUNTY**” and the Governmental Services firm, **CAS Governmental Services, LLC**, hereinafter referred to as “**CASGS**”.

WHEREAS, the COUNTY seeks to engage the services of a firm to seek Legislative Appropriation Funding and represent the COUNTY with respect to legislative issues; and

WHEREAS, the COUNTY agrees to contract the professional Governmental Affairs Representation services of CASGS to monitor legislation, seek and administer legislative funding projects relating to improvements in the COUNTY; and

WHEREAS, the COUNTY, through a competitive selection process conducted in accordance with the requirements of the law and County policy, has determined that it would be in the best interest of the COUNTY to award an Agreement to CASGS for the rendering of those services described in the Contract Documents.

NOW, THEREFORE, in consideration of the foregoing recitals, the COUNTY and CASGS agree as follows:

1. SERVICES: CASGS will provide the following services: Provide information and data to Federal, State and/or Regional agencies; Assist in preparation of appropriate draft cooperative agreements for agencies involved and for review by the COUNTY as directed; Provide the COUNTY with assistance in preparing Community Budget Issue Requests Provide appropriation language and, as may be needed, legislation or as directed work with COUNTY Staff; Attend and provide testimony at appropriate legislative delegation meetings and subcommittee meetings; Attend and provide testimony at appropriate committee meetings/hearings; Coordinate and solicit support from legislators and appropriate State agencies and other special testimony as may be needed; Report findings to the COUNTY; Make necessary reports to appropriate State and Regional agencies; Provide assistance to administer the program/project and assist in preparing close-out documents as necessary and if directed by specific work-order by the COUNTY. Governmental Affairs Representative will work with Commissioners and answer/report as directed by the County Manager.

2. COMPLIANCE: CASGS shall maintain required State Lobbying registration and shall file appropriate reports with the State of Florida.

3. COMPENSATION:

CASGS shall receive a lump sum fee of \$33,000.00 to be paid upon invoice on a monthly basis of \$4,000.00 per month of January, February, March and April, and \$2,125.00 per month for remaining eight (8) months. All costs and expenses shall be the responsibility of CASGS.

CASGS may also invoice the COUNTY for work outside of the scope of service of this agreement if so directed by the COUNTY by written work-order issued by the County. Out-of-Scope of Service work shall include normal out-of-pocket expenses and hourly rate fees, at \$125.00 per hour, for time worked and other pass-through charges normally associated with these duties.

The compensation above shall include Legislative Committee Week coverage, Legislative session and including one (1) special session. Other Special sessions shall be directed by written work order and compensated as outside scope of services work.

The COUNTY agrees to make payment within thirty (30) days of CASGS invoicing.

4. TERM OF SERVICE: This contract shall be for the term of one (1) year and unless either party terminates in writing, this contract may be renewed for three (3) additional years under the same terms and conditions as the initial term. Renewal shall be at the discretion of the COUNTY.

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

6. TERMINATION OF AGREEMENT BY THE COUNTY: This Agreement may be terminated by the COUNTY, with or without cause, upon thirty (30) days written notice, sixty (60) day notice once Legislative Session begins. Termination shall not deprive CASGS from final invoicing and payment for work already complete or substantially complete, or for funding approved or underway, nor shall termination deprive the COUNTY from work products already complete or substantially complete.

All documents prepared by the firm in connection with this Agreement will be the property of the COUNTY whether any project related to this Agreement is completed or not.

For the breach or violation of any provision of this Agreement, the COUNTY shall have the right to terminate this Agreement without notice or liability.

7. SUB-CONSULTANTS: If CASGS subcontracts any of the work required under this Agreement, CASGS agrees to include in the subcontract that the sub-consultant is bound by the terms and conditions of this Agreement with the COUNTY. CASGS agrees to include in the subcontracts which it awards that the sub-consultant shall hold the COUNTY and CASGS harmless against all claims of whatever nature by the sub-consultant arising out of the sub-consultant's performance of work under this Agreement.

8. PROHIBITION AGAINST CONTINGENCY FEES: CASGS warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CASGS to solicit or secure this Agreement and that CASGS has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CASGS, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate

this Agreement without liability, and at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

9. CONTROLLING LAW:

- A. This Agreement is to be governed by the laws of the State of Florida. The venue for any litigation resulting out of this Agreement shall be in Hardee County, Florida.
- B. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs and attorney's fees shall be paid to the prevailing party, including costs of appeals.

10. SUCCESSORS AND ASSIGNS: The COUNTY and CASGS respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives of such other part with respect to all covenants of this Agreement. Neither the COUNTY nor CASGS shall assign or transfer any interest in this Agreement without the prior written consent of the other.

11. EXTENT OF AGREEMENT:

- A. This Agreement represents the entire and integrated agreement between the COUNTY and CASGS and supersedes all prior negotiations, representations or agreements, either written or oral.
- B. This Agreement may only be amended, supplemented, modified, changed or canceled by the COUNTY and the CASGS with a duly executed written instrument.

12. INDEMNIFICATION OF THE COUNTY: CASGS shall indemnify and save harmless the COUNTY, its agents, servants and employees, harmless from and against any claim, damages, costs, including attorney's fees, or causes of action of whatsoever kind or nature, whether direct, indirect, or infringement of copyright or patent, or injury to or destruction of property, including loss of use, which claims arise out of or are related to or in any way negligent error, omission or act of CASGS, its agents, servants or employees in the performance of services under this Agreement. The CASGS shall indemnify the COUNTY for any negligence of the COUNTY'S employees or agents. This indemnity shall include, but not be limited to, charges of attorney's, legal assistants, and other professionals, and costs of both defense and appeal in a court of law or other tribunal, for any reason.

13. SEVERABILITY: In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

14. EFFECTIVE DATE: This contract is effective retroactive to September 01, 2016.


Dated this 19 day of September, 2016

FOR: HARDEE COUNTY

FOR: CAS Governmental Services, LLC



Signature



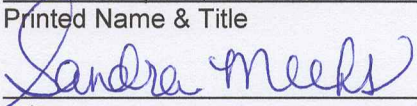
Signature

Mike Thompson, Chairman

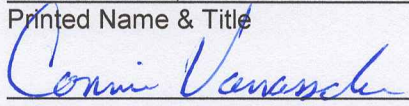
Printed Name & Title

M. Dale Milita, President

Printed Name & Title



Witness



Witness

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 2021. 


Initial:


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

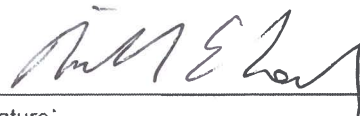


Connie C. Vanassche
President

Cc: J. Spratt
D. Milita
file

Please sign and date where indicated below and return:

For Tidewater Consulting, Inc.



Signature:

President

Title:

12/17/2020

Date:

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:

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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:

December 22, 2022

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