

**CONSULTING AGREEMENT BETWEEN THE CITY OF BELLE GLADE
AND CAS GOVERNMENTAL SERVICES, LLC,**

This Consulting Agreement is made as of this 1st day of October 2021, by and between the City of Belle Glade, Palm Beach County, Florida, a municipal corporation of the State of Florida, by and through its City Commission (hereinafter referred to as the "CITY"), and CAS Governmental Services, LLC, a Florida Limited Liability Company (the "CONSULTANT").

WHEREAS, the Consultant and the CITY entered into the City of Belle Glade Addendum to the CAS Government Services, LLC, Consulting Agreement on September 19, 2016 (hereinafter the "AGREEMENT"); and

WHEREAS, the Agreement provided for an initial term of one (1) year and up to four (4) additional one (1) year renewals; and

WHEREAS, the CONSULTANT and CITY wish to enter into a new AGREEMENT for the one (1) year period from October 1, 2021, through September 30, 2022, for an amount not to exceed \$32,000; and

WHEREAS, the Scope of Services contained in the original AGREEMENT was limited to provision of funding procurement related to drainage projects, the parties hereby agree to expand the Scope of Services to include definable infrastructure/capital improvement issues, to be agreed upon by the parties at the request of the CITY.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONSULTANT agree to their Agreement as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. In accordance with the AGREEMENT, is being executed by the parties to extend the Agreement for one (1) year through September 30, 2022, and to include provision of services related to infrastructure/capital improvement funding. The parties agree that the AGREEMENT is deemed to have continued uninterrupted since its approval on September 19, 2016, and that other than those specific items set hereinabove set forth, all terms of the original AGREEMENT dated September 19, 2016 remain in full force and effect.
3. The CITY and the CONSULTANT agree that the AGREEMENT set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement remain in full force and effect.
4. This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign the AGREEMENT via facsimile or email and such signature is as valid as the original signature of such party.

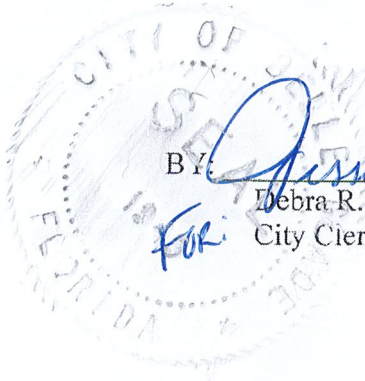
IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT to the City of Belle Glade Addendum to the CAS Government Services, LLC, Consulting Agreement on the day and year first above written.

CITY OF BELLE GLADE

BY: Steve B. Wilson
Steve B. Wilson, Mayor

CAS GOVERNMENTAL SERVICES,
LLC

BY: Connie Vanassche
[Print Name] Connie Vanassche
[Print Position] President



BY: Debra R. Buff
Debra R. Buff, MMC
For: City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: Glen J. Torcivia
Glen J. Torcivia
City Attorney

**CITY OF BELLE GLADE ADDENDUM TO
LOBBYING SERVICES AGREEMENT WITH
CAS GOVERNMENTAL SERVICES, LLC**

This Addendum is made as of the 1st day of October, 2021, by and between the City of Belle Glade, a Florida Municipal Corporation ("City") with mailing address 110 Dr. Martin Luther King, Jr. Blvd., West, Belle Glade, FL 33430 and CAS Governmental Services, LLC ("Consultant") with mailing address P.O. Box 35, Canal Point, FL 33438

In consideration of the mutual promises contained in this Addendum and the Consulting Agreement (attached hereto as **Exhibit A** and incorporated herein) (collectively hereafter referred to as the "Contract Documents" or "Contract") between the City and Consultant, the City and Consultant agree as follows:

SECTION 1 – 2016 ADDENDUM; SERVICES; COMPENSATION

1.1 The attached Consulting Agreement references the "City of Belle Glade Addendum to the CAS Government Services, LLC, Consulting Agreement" dated September 19, 2016 (the "2016 Addendum"). The 2016 is hereby replaced, in full, with this current and updated "City of Belle Glade Addendum to Lobbying Services Agreement with CAS Governmental Services, LLC."

1.2 The Consultant shall provide the City general lobbying and consulting services related to stormwater/drainage projects funding and infrastructure/capital improvement projects funding. All such services will be provided by the Consultant in a timely manner and to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided (the "Services").

1.3 The City shall compensate the Consultant for its Services as set forth in **Exhibit A** in a not to exceed amount of **Thirty-Two Thousand Dollars and 00/Cents (\$32,000.00)**. The Consultant will submit monthly invoices in a form satisfactory to the City, and the City will submit payment for such invoices (unless incomplete) within thirty (30) days of receipt. If the City disputes any invoice or part of an invoice, the City shall notify the Consultant of such dispute within fifteen (15) days of receipt of the invoice. The City reserves the right to off-set, reduce or withhold any disputed amount until such dispute is resolved.

SECTION 2 –INDEMNIFICATION; INSURANCE

2.1 Consultant agrees to indemnify, defend and hold the City, its Commissioners, officers, employees, agents and representatives harmless from and against any and all liability on account of any injuries, damages, omissions, commissions, actions, causes of action, claims, suits, judgments and damages accruing, including court costs and attorney's fees at all levels of trial and appeal, as a result of any negligence, omission, or action on the part of Consultant or any officer, director, employee, agent, independent contractor, subcontractor and representative of Consultant which arises out of or is related to the Contract Documents. Nothing contained in this provision or in any of the Contract Documents shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver and limits provided in Section 768.28, Florida Statutes, as amended from time to time.

2.2 The Consultant shall, at their own expense, procure and maintain throughout the term of the Contract Documents, with insurers licensed in the State of Florida, the types and amounts of insurance conforming to the minimum requirements satisfactory to the City. The Consultant shall not commence work until the required insurance is in force and evidence of insurance has been provided to the City. If required by the City, the Consultant shall specify the "City of Belle

Glade, its officials, employees and representatives” as an “Additional Insured” for all required coverage except Workers’ Compensation and Employer’s Liability and Professional Liability. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. The Consultant shall provide the City with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

The insurance provided by the Consultant shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City shall be in excess of, and shall not contribute with, the insurance provided by the Consultant. Compliance with these insurance requirements shall not limit the liability of the Consultant. Any remedy provided to the City by the insurance provided by the City shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Consultant) available to the City under the Contract Documents or otherwise. The Consultant’s failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the City may immediately terminate or suspend the Contract Documents and/or may use the services of another Consultant without incurring any liability to the Consultant.

SECTION 3 – INDEPENDENT CONTRACTOR; LICENSED

3.1 The Consultant is, and shall be, in the performance of all Services under the Contract Documents, an independent contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the services performed pursuant to the Contract Documents shall at all times, and in all places, be subject to the Consultant’s sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the services.

3.2 The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the Services under this Contract, and that it will at all times conduct its business in accordance with all applicable laws, ordinances, rules and regulations, and provide the Services under this Contract in a reputable manner.

SECTION 4 – TERMINATION AND EFFECT OF TERMINATION

4.1 Either party may terminate this Contract with or without cause, with thirty (30) days’ prior written notice to the other party.

4.2 The parties acknowledge and agree that the City is a political subdivision of the State of Florida, and as such, the Contract Documents are subject to budgeting and appropriation by the City of funds sufficient to pay the costs associated herewith in any fiscal year of the City. Notwithstanding anything in the Contract to the contrary, in the event that no funds are appropriated or budgeted by the City in any fiscal year to pay the costs associated with the City’s obligations under the Contract Documents, or in the event the funds budgeted or appropriated are, or are estimated by the City to be, insufficient to pay the costs associated with the City’s obligations hereunder in any fiscal period and the City is not seeking the same or similar services from a competitor of Consultant, then the City will notify Consultant of such occurrence and either the City or Consultant may terminate the Contract by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice.

4.3 Termination in accordance with this section shall be without penalty or expense to the City, including, but not limited to any early termination fees or costs, except that the City shall be responsible for any amount owed to Consultant for services provided prior to and through the date of termination.

SECTION 5 – PALM BEACH COUNTY IG

5.1 In accordance with Palm Beach County ordinance number 2011-009, this Addendum and the Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Consultant should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

SECTION 6 - TAXES

6.1 The City is exempt from payment of Florida State Sales and Use Tax.

SECTION 7 – LAW, VENUE, REMEDIES AND WAIVER OF JURY TRIAL

7.1 This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. This provision shall supersede and specifically replace all other law, venue and remedies provisions in the Contract Documents.

7.2 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

SECTION 8 - ENTIRETY OF CONTRACTUAL AGREEMENT; CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

8.1 The City and Consultant agree that the Contract Documents set forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract Documents may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

8.2 The contract between the parties consists of the Contract Documents. To the extent that there exists a conflict between this Addendum and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Addendum shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 9 – CONFLICT OF INTEREST; PUBLIC ENTITY CRIMES

9.1 The Consultant hereby warrants and represents that Consultant does not and will not represent any client where a conflict of interest with the representation of the City may exist. This would include, but not be limited to, matters where representation would be adverse to the City, or where representation would require Consultant to advocate or oppose a position contrary to a stated or intended City position on the same or similar issue

9.2 As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Consultant certifies that it and its affiliates who will perform hereunder have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

SECTION 10 – SURVIVAL; SEVERABILITY; WAIVER; PREPARATION

10.1 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

10.2 If any term or provision of the Contract Documents, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Contract Documents shall be deemed valid and enforceable to the extent permitted by law.

10.3 Failure of either party to enforce or exercise any right(s) under the Contract Documents shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

10.4 The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 11 – SUCCESSORS AND ASSIGNS

11.1 The City and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of the Contract Documents. Except as set forth above, neither the City nor the Contractor shall assign, sublet, convey or transfer its interest in the Contract Documents without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

SECTION 12 – AUDIT; RECORDS

12.1 Both City and Consultant shall preserve for a period of four (4) years all accounts, bills, receipts, computer records, books, papers, and other documents and records necessary to substantiate compensation hereunder. These documents are subject to legislative subpoena for the purposes of conducting an audit, pursuant to Sections 11.045 and 112.3215, Florida Statutes.

SECTION 13 – PUBLIC RECORDS

13.1 Consultant shall comply with Florida's Public Records Laws, and, if it is acting on behalf of the City as provided under section 119.011(2), specifically agrees to:

- a) Keep and maintain public records required by the City to perform the service.
- b) Upon request from public agencies 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, Florida Statutes, 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 contract term and following completion of the contract if the contractor does not transfer the records to the City.
- d) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the Owner upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt

from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor 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 information technology systems of the City.

- e) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS IN THE OFFICE OF THE CITY CLERK AT 561-992-2218, OR E-MAIL DBUFF@BELLEGLADE-FL.COM , OR 110 DR. MARTIN LUTHER KING JR. BLVD WEST, BELLE GLADE FL, 33430.**

Failure of the Consultant to comply with the requirements of this section shall be a material breach of the Contract Documents. City shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate.

SECTION 14 – SCRUTINIZED COMPANIES

14.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

14.2 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Contract. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Contract, including any and all renewals. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 15 – E-VERIFY

15.1 Pursuant to Section 448.095(2), Florida Statutes, the Contractor shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of this Contract;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and
6. Be aware that if the City terminates this Contract under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a public contract for at least 1

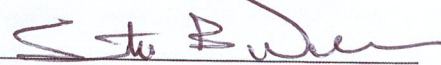
year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Contract.

SECTION 16 - COUNTERPARTS

16.1 This document may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties agree to accept the execution of this document by electronic means.

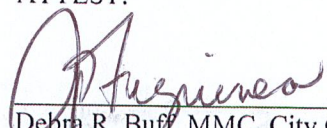
IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the day and year set forth above.

CITY OF BELLE GLADE, FLORIDA

By: 
Steve B. Wilson, Mayor

Approved as to form and legal sufficiency:

ATTEST:


Debra R. Buff, MMC, City Clerk

Glen J. Torcivia, Town Attorney

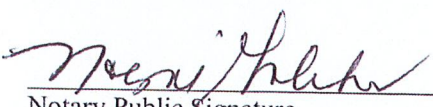
CONSULTANT:

CAS GOVERNMENTAL SERVICES, LLC

By: 
Connie Vanassche, President

STATE OF FLORIDA)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 27 day of October, 2021, by CONNIE VANASSCHE, as the PRESIDENT of CAS GOVERNMENTAL SERVICES, LLC., a Florida limited liability company, who is personally known to me or who has produced Florida Driver License as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Consultant to the same.


Notary Public Signature
Notary Seal:



year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Contract.

SECTION 16 - COUNTERPARTS

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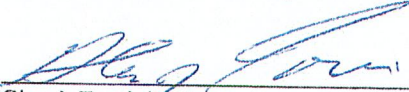
CITY OF BELLE GLADE, FLORIDA

By: _____
Steve B. Wilson, Mayor

ATTEST:

Approved as to form and legal sufficiency:

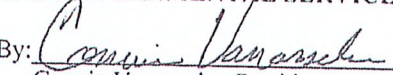
Debra R. Buff, MMC, City Clerk



Glen J. Torcivia, Town Attorney

CONSULTANT:

CAS GOVERNMENTAL SERVICES, LLC

By: 

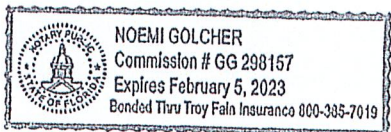
Connie Vanassche, President

STATE OF FLORIDA)
COUNTY OF Palm Beach)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 27 day of October, 2021, by CONNIE VANASSCHE, as the PRESIDENT of CAS GOVERNMENTAL SERVICES, LLC., a Florida limited liability company, who is personally known to me or who has produced Florida Driver License as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Consultant to the same.



Notary Public Signature
Notary Seal:



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.


Initial:


Initial:

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:

December 22, 2022

Date:

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