

CAS Governmental Services, LLC

“Communications Advocacy Specialists”

Post Office 210623

Royal Palm Beach, Florida 33421-0623

561-512-0089 * 850-228-1296

This Agreement is by and between the **City of Bartow** (“CITY”), and the consulting firm, **CAS Governmental Services, LLC** (“CASGSLLC”).

WITNESSETH:

WHEREAS, CITY desires to contract with CAS Governmental Services, LLC (CASGSLLC) consultant; and

WHEREAS, CASGSLLC 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 CASGSLLC agree that compensation due to CASGSLLC 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 CASGSLLC agree as follows:

SCOPE OF SERVICES:

(a) *Professional Lobbying Services.* CASGSLLC 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. CASGSLLC will meet as appropriate with City Manager or designee to plan and discuss legislative issues and advocacy of legislative appropriations.

SERVICES: CASGSLLC will provide the following services: Assist with the preparation and completion of the CITY’S Legislative Priorities; Prepare for Committee Weeks and Legislative Session; Provide full-time representation in Tallahassee during scheduled

Committee Weeks and during Legislative Session including the Conference process; Assist with the preparation and completion of the House and Senate Legislative Appropriation Funding Request forms for the CITY'S approved projects; Submit the CITY'S approved House and Senate Legislative Appropriation Funding Request projects prior to House and Senate deadlines; Monitor the House and Senate appropriation processes; Prepare and submit House Attestation documentation per House Rules; Prepare and provide talking points and background information to Legislators for presentation of the CITY'S approved Appropriation projects; Meet with House and Senate Legislators, Committee Chairs, Committee Members and Leadership in Tallahassee throughout Committee Weeks, the Legislative Session including the Conference process; Track legislation being filed and presented during Committee Weeks and throughout the Legislative process; Attend House and Senate Subcommittee and Committee meetings as scheduled and provide testimony, as directed, requested and as appropriate; Address requests from the Governor's office, the Senate and House; Coordinate and work with State government officials as necessary; Schedule appointments with Representatives and/or Senators, and Staff, as requested and as appropriate; Advise the CITY of issues that surface during Committee Weeks and Legislative Session that may affect the CITY; Advise the CITY of issues that surface during Committee Weeks and Legislative Session which the CITY could lend its support; Monitor the Governor's action for signing/vetoing of bills, legislation and budget items; Report findings to the City Manager or designee.

(b) Other Professional Services. Other services may be authorized or requested, in writing by CITY, and costs will be negotiated after authorization or request is accepted by CASGSLLC.

COMPENSATION:

(a) Professional Lobbying Services. CASGSLLC shall receive an annual lump sum fee of Twenty-Four Thousand Dollars (\$24,000.00) that may be paid in four (4) monthly installments of \$6,000 each, in January, February, March and April.

NO CONTINGENCY FEES: Both CITY and CASGSLLC 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 CASGSLLC, nor will any contingency fee be paid by CITY or received by CASGSLLC for any of the herein described services.

WARRANTY: CASGSLLC 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. CASGSLLC 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 CASGSLLC 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: CASGSLLC 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. CASGSLLC 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. CASGSLLC 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 CASGSLLC 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 CASGSLLC, or keep and maintain public records required by the City to perform the City. If CASGSLLC transfers all public records to the City upon completion of the Agreement, CASGSLLC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CASGSLLC keeps and maintains public records upon completion of the Agreement, CASGSLLC 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 CASGSLLC of the request, and CASGSLLC must provide the records to the City or allow the records to be inspected or copied within a reasonable time. *NOTE: If CASGSLLC does not comply with the City's request for records, the City shall enforce the agreement provisions in accordance with the agreement. A CASGSLLC who fails to provide the public records to the City with a reasonable time may be subject to the penalties under §119.10.*

IF CASGSLLC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CASGSLLC'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.

EFFECTIVE DATE: This contract shall become effective when executed.

Dated this 2nd day of January, 2024.

FOR: CITY OF BARTOW

Mike Herr

Signature

Mike Herr, City Manager

Printed Name & Title

12/18/23

Date

FOR: CAS GOVERNMENTAL SERVICES, LLC
"Communications Advocacy Specialists"

Connie Vanassche

Signature

Connie Vanassche, President

Printed Name & Title

December 15, 2023

Date

Governmental – Legislative Services – Grants – Special Funding
P.O. Box 210623 • Royal Palm Beach, Florida 33421-0623
Telephone: 561.512.0089 • 850.228.1296 • Fax: 866.929.8006

December 5, 2023

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 2024 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 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, and Mr. James Spratt, Vice President and Tidewater Consulting, Inc. Mr. Richard E. Coates, Esq, and Ms. Shelley B. Green for the 2024 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 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 2024.

Initial:
RC

Initial:
SC

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

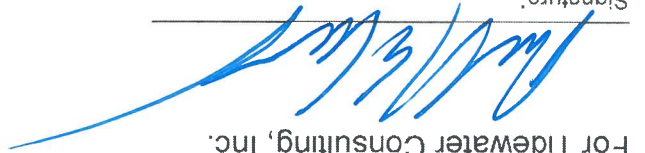


Connie C. Vanassche
President

C: J. Spratt
file

Please sign and date where indicated below and return:

For Tidewater Consulting, Inc.



Signature:

President

Title:

Date: November 20, 2013

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