

FIRST AMENDMENT TO THE CONTRACT AGREEMENT BETWEEN THE TOWN OF PEMBROKE PARK AND THE CAS GOVERNMENTAL SERVICES, LLC.

THIS FIRST AMENDMENT ("Amendment"), dated this 11th day of OCTOBER, 2023, is entered into by and between:

TOWN OF PEMBROKE PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3150 SW 52 Avenue, Pembroke Park, FL 33023 ("Town").

and

CAS GOVERNMENTAL SERVICES, LLC, a for profit corporation, located at PO Box 210623, Royal Palm Beach, FL 33421-0623, hereinafter "Consultant."

Town and Consultant may each be referred to herein as "party" or collectively as "Parties".

WHEREAS, the Parties entered into an agreement on September 16, 2022, for the Consultant to provide the Town with, including but not limited to preparation of legislative priorities and designated legislative issues, referred to herein as the "Original Agreement"; and

WHEREAS, the definition of Professional Services, as set forth in §2-121 of the Town Code, includes lobbyists; and

WHEREAS, the Town is satisfied with the services provided and the Parties desire define a term, extend, and amend the Original Agreement; and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect; and

WHEREAS, the Town Commission of the Town of Pembroke Park determines that the extension and amendment of the Original Agreement as contained herein promotes the health, safety, and welfare, and is in the best interests of the Town and its residents.

First Amendment
CAS Governmental Services, LLC
September 29, 2023

NOW, THEREFORE, in consideration of the sum of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

SECTION 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

SECTION 2. The Parties hereby agree that the Original Agreement was for a term of one (1) year, and is extended for an additional year. The renewal term shall now expire on September 30, 2024. The Original Agreement, as amended, may be renewed annually upon written mutual consent of the Parties.

SECTION 3. The Original Agreement is hereby amended to include the following:
Additional Provisions

1. Public Records

Public Records. To the extent Consultant is acting on behalf of Town as stated in Section 119.0701, Florida Statutes, Consultant shall:

1.1 Keep and maintain public records required by the Town to perform the services under this Agreement:

1.2 Upon request from the Town, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

1.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to the Town; and

1.4 Upon completion or termination of this Agreement, transfer to the Town, at no cost, all public records in possession of Consultant or keep and maintain public records required by the Town to perform the services. If Consultant transfers the records to the Town, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains the public records, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must

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be provided to the Town upon request in a format that is compatible with the information technology systems of Town.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 966-4600, TOWNCLERK@TPPFL.GOV, 3150 SW 52 AVENUE, PEMBROKE PARK, FLORIDA 33023.

2. **Employment Eligibility.** Consultant certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section.

"Contractor" means a person or an entity that has entered or is attempting to enter into a contract with a public agency to provide labor, supplies, or services to such agency in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or an entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security which allows participating employers to electronically verify the employment eligibility of new employees.

Registration Requirement; Termination. Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Town. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town; and

The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to

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registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

3. **Sovereign Immunity.** Nothing contained in the Agreement is intended nor shall be construed to waive Town's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

4. **Payments.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. All consideration provided for in the Original Agreement may not be exceeded unless prior written approval is granted by the Town Commission.

5. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Consultant and Town designate the following as the respective places for giving of notice:

TOWN:
Town Manager
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023

Copy To:

Interim Town Attorney Jacob Horowitz, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

CONSULTANT:
Connie C. Vanassche, President
PO Box 210623
Royal Palm Beach, FL 33421-0623

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6. **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.

7. **Scrutinized Companies.** Consultant, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel;
or

One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Florida Statutes; or

Is engaged in business operations in Syria.

8. **Conflict.** In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement and this Amendment, the Parties agree the terms and provisions contained in this Amendment shall control to the extent of any such conflict or ambiguity.

9. **Binding Authority.** Each person signing this on behalf of either party individually warrants that he or she has full legal power to execute this Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Amendment.

10. **Termination.** Termination of this contract may be made by either party giving thirty (30) days' written notice. Termination notice shall be in writing thirty (30) days prior the date given as the termination date. Termination shall not deprive Consultant from final invoicing and for payments for work already complete or substantially complete, or for neither funding approved or underway, nor shall termination deprive the Town from work products already complete or substantially complete.

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11 Counterparts and Execution. The Amendment may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

Witnesses:

Stephanie Woodbury
Stephanie Woodbury
(witness print name)

Susan Rutlinger
Susan Rutlinger
(witness print name)

DocuSigned by:
Ashira Mohammed
By: DF0D8ABB145741B
Ashira Mohammed, Mayor

DocuSigned by:
Aleem Ghany
By: 9354D99F647846A
Aleem Ghany, Acting City Manager

ATTEST:

DocuSigned by:
Marlen Mastell
F10D02AC7D44440
Municipal Clerk

Approved as to legal form by:

DocuSigned by:
Jacob Horowitz
A563A1D0EF05M7
Jacob G. Horowitz, Interim Town Attorney

(SIGNATURE BLOCK TO FOLLOW)

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September 29, 2023

Consultant
CAS Governmental Services, LLC.

Witnesses:
Joseph Gull
Joseph Gull
(witness print name)
Joseph Gull
Joseph Gull

By: Connie Vanassche
Name: Connie Vanassche
Title: President

(witness print name)
(CORPORATE SEAL)

24th day of October, 2023

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or
 online notarization, this 24th day of October, 2023, by Connie Vanassche

CAS Governmental Services LLC state of Florida corporation, on behalf of the corporation.

[Signature]

NOTARY PUBLIC

 Personally Known OR
 Produced Identification

FL DL

Type of Identification Produced



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 Town of Pembroke Park, hereinafter referred to as the TOWN and the consulting firm, CAS Governmental Services, LLC, hereinafter referred to as CASGS.

Whereas, the Town seeks to engage the services of an individual or firm to seek special Legislative Appropriation Funding and to represent designated legislative issues in Tallahassee during the Legislative Session and Committee Weeks. This service will be with respect to issues, special funding and/or appropriations relating to The Town of Pembroke Park.

SERVICES: CASGS will provide the following services: Assist with the preparation and completion of the TOWN'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 TOWN'S approved projects; Submit the TOWN'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 TOWN'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 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 Representative and/or Senators, and Staff, as requested; Advise the TOWN of issues that surface during Committee Weeks and Legislative Session that may affect the TOWN; Advise the TOWN of issues that surface during Committee Weeks and Legislative Session which the TOWN could lend its support; Monitor the Governor's action for signing/vetoing of bills, legislation and budget items; Report findings to the Town Manager or designee.

NO CONTINGENCY FEES:

- **No Contingency Fees:** Both the TOWN and CASGS fully understand and accept that payment of fees herein is not contingent upon the outcome or success of professional lobbying services. In accordance with Florida Statutes, no contingency fee or performance-based fee is agreed to by either the TOWN or CASGS, nor will any contingency fee be paid by the TOWN or received by CASGS for any of the herein described services.

COMPENSATION:

- CASGS shall receive an annual lump sum fee of Thirty-Thousand Dollars (\$30,000.00) to be paid in equal payments invoiced monthly by CASGS.
- CASGS shall also invoice the TOWN for normal out-of-pocket expenses and hourly rate fees for time worked and other pass-through charges normally associated with Legislative Committee Weeks and Legislative Session duties above. Any assigned duties beyond this agreement must be specifically authorized by the Town Manager. The CASGS hourly rate will be \$150.00 per hour.

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

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.

TERMINATION: Termination of this contract may be made by either party giving thirty (30) days written notice. Termination notice shall be in writing thirty (30) days prior to the date given as the termination date. Termination shall not deprive CASGS from final invoicing and for payment(s) for work already complete or substantially complete, or for neither funding approved or underway, nor shall termination deprive the TOWN from work products already complete or substantially complete.

EFFECTIVE DATE: This contract shall become effective when executed.

Dated 16th this September day of 2022.

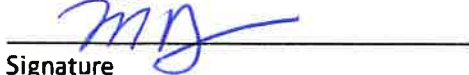
FOR: TOWN OF PEMBROKE PARK



Signature

Geoffrey Saccoccia, Mayor

Printed Name & Title



Signature

Melissa P Anderson, Town Attorney

Printed Name & Title

FOR: CAS GOVERNMENTAL SERVICES,
LLC



Signature

Connie C. Vanassche, President and &
Managing Partner

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:

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