

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT entered into 4th day of OCT., 2021, between WAKULLA COUNTY, a political subdivision of the State of Florida, situated at 3093 Crawfordville Highway, Crawfordville, Florida 32327, hereinafter referred to as COUNTY, and CAS GOVERNMENTAL SERVICES, INC., situated at P.O. Box 35, Canal Point, Florida 33438, hereinafter referred to as CONSULTANT, and whose Federal Employer Identification Number is F38-3846643.

WHEREAS, COUNTY requires certain professional services in connection with Legislative Liaison; and

WHEREAS, COUNTY issued Request for Qualifications 2021-12 on August 12, 2021 seeking interested firms for the provision of Professional Legislative Liaison Service for Wakulla COUNTY; and,

WHEREAS, CONSULTANT was selected pursuant to this RFQ 2021-12, which response is hereby incorporated herein by reference, and represents it is capable and prepared to provide such Services;

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Term

1.1 This Agreement shall take effect on the date of its execution by the Chairman of the Board of County Commissioners.

1.2 The term of this Agreement shall continue for a period of one (1) year from the date of execution, unless otherwise terminated as provided herein.

1.3 Upon agreement of both Parties, this term may be extended for three (3) additional one (1) year periods under the same terms and conditions outlined herein

2.0 Services to Be Performed by Consultant

2.1. CONTRACTOR shall perform the following services: serve as the County's legislative liaison with external government agencies and officials as assigned or as needed, as

described in Attachment "A".

2.2 CONSULTANT shall also perform additional services as may be further specifically designated and authorized by the COUNTY, in writing. Such authorizations for additional services will be outlined in a supplemental CONSULTANT Services Authorization ("CSA") and all provisions of this Agreement apply to the CSA with full force and effect as if appearing in full within each CSA. Each CSA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon the due execution after approval by the Board.

2.3 The CONSULTANT is not authorized to undertake any project without a duly executed CSA, which shall specify the work to be performed and the time to be completed. CONSULTANT recognizes that the COUNTY may employ several different CONSULTANTs to perform the work described and that the CONSULTANT has not been employed as the exclusive agent to perform any such services.

2.4 When the CONSULTANT and the COUNTY enter into a CSA where the term of the CSA expires on a date that is later than the date that this Agreement expires, the CONSULTANT and the COUNTY agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the CSA have been performed. Cancellation by the COUNTY of any remaining work prior to the full completion of the requirements of the CSA shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the CSA extends beyond the expiration of this Agreement. It does not apply when a CSA expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation

3.1 General

3.1.1 COUNTY shall pay CONSULTANT in accordance with the following Fee schedule: Annual cost of \$30,000 (thirty thousand dollars); billed monthly at the rate of \$2,500 (two thousand, five hundred dollars).

3.1.2 CONSULTANT will be paid on the commission percentage or an

agreed upon hourly rate or lump sum in the event that the property is donated to the COUNTY.

3.1.3 Compensation may be negotiated as either a lump sum or a not to exceed price on a per-project basis for any subsequent individual CSA.

3.1.4 Invoices must reference the applicable contract number (RFQ 2021-12) and should further include CONTRACTOR'S name, address, contact information, dates of service, quantities of materials and descriptions of work performed, as applicable.

3.1.5 Each individual invoice shall be due and payable forty-five (45) days after receipt by the COUNTY of correct, fully documented, invoice, in form and substance satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to:

Brandy King
Wakulla County Board of County Commissioners' Office
3093 Crawfordville Hwy
Crawfordville, FL 32327

3.1.6 In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONSULTANT.

3.1.7 Payment of the final invoice shall not constitute evidence of the COUNTY's acceptance of the work. For final acceptance of any services provided hereunder, the CONSULTANT will submit an acceptance document to the COUNTY for approval.

3.1.8 If compensation is based upon time and materials, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. If compensation is based upon a lump sum price, invoices shall be accompanied by tasks and percentage of work. Additional documents may be requested by COUNTY and, if so requested, shall be furnished by CONSULTANT to COUNTY Clerk's satisfaction.

3.1.9 Project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

4.0 Insurance

4.1 General Provisions

4.1.1 CONSULTANT shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth in **Section 8.7 of RFQ 2021-12, Intent and General Information**, and provide the COUNTY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification, or expiration of such coverage without thirty (30) days prior written notice to the COUNTY.

4.1.2 The COUNTY shall be named as an additional insured on all CONSULTANT policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of Wakulla COUNTY. All such policies shall be endorsed to provide defense coverage obligations. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The CONSULTANT's self-insured retention or deductible per line of coverage shall not exceed \$10,000.00 without the permission of the COUNTY.

4.1.4 If there is any failure by the CONSULTANT to comply with the provisions of this section, the COUNTY may, at its option, on notice to the CONSULTANT, suspend the work for cause until there is full compliance.

4.1.5 COUNTY may, at its sole discretion, purchase such insurance at CONSULTANT's expense provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, it shall not relieve CONSULTANT of its obligation to obtain insurance.

4.1.6 The CONSULTANT shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All CONSULTANT's sub-contractors shall be required to include COUNTY and CONSULTANT as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subcontractors used by the CONSULTANT do not have insurance, or do not meet the insurance limits, CONSULTANT shall indemnify and hold harmless the COUNTY for any claim in excess of the subcontractors' insurance coverage.

4.1.9 The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the COUNTY.

4.2 Worker's Compensation The CONSULTANT shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 Standard of Care

5.1 CONSULTANT has represented to the COUNTY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge, and resources, under similar circumstances.

5.3 CONSULTANT shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 Indemnification

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, COUNTY and CONSULTANT agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 CONSULTANT shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of CONSULTANT to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONSULTANT of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONSULTANT'S performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONSULTANT, its sub-CONSULTANT'S, agents, employees and invitees; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising solely out of the COUNTY'S negligence.

6.2.2 COUNTY review, comment and observation of the CONSULTANT'S work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 CONSULTANT agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subcontractors and their employees, and/or for CONSULTANT's performance of this Agreement and its work product(s).

6.3 Survival Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and

conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 Independent Contractor

7.1 CONSULTANT undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.

7.3 CONSULTANT shall work closely with COUNTY in performing Services under this Agreement.

7.4 The CONSULTANT shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness and shall have no right to speak for or bind the COUNTY in any manner.

7.5 CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 Authority to Practice

8.1 The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 Compliance with Laws

9.1 In performance of the Services, CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards.

10.0 Subcontracting

10.1 The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY. Failure of a subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

11.0 E-Verify

11.1 As a condition precedent to entering into this Agreement and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

11.2 Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

11.3 The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

11.4 The County, upon good faith belief that a subcontractor knowingly violates the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

11.5 A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the County for a violation of this section by Contractor,

Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any costs incurred by the County as a result of termination of any contract for a violation of this section.

11.6 Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

12.0 Federal and State Taxes

12.1 The COUNTY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the COUNTY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor shall the CONSULTANT be authorized to use the COUNTY's Tax Exemption Number in securing such materials.

13.0 Public Entity Crimes

13.1 The CONSULTANT understands and acknowledges that this Agreement with the COUNTY will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the CONSULTANT, relating to conviction for a public entity crime.

14.0 County's Responsibilities

14.1 COUNTY shall be responsible for providing information in the COUNTY'S possession that may reasonably be required by CONSULTANT, including; existing reports, studies, financial information, and other required data that are available in the files of the COUNTY.

15.0 Termination of Agreement

15.1 This Agreement may be terminated by the CONSULTANT upon thirty (30) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of the Agreement through no fault of the CONSULTANT.

15.2 This Agreement may be terminated by the COUNTY with or without cause immediately upon written notice to the CONSULTANT.

15.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination.

15.4 After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONSULTANT shall:

15.4.1 Stop work on the date and to the extent specified.

15.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

15.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

15.4.4 Continue and complete all parts of the work that have not been terminated.

15.5 The CONSULTANT shall be paid for services actually rendered to the date of termination.

16.0 Uncontrollable Forces (Force Majeure)

16.1 Neither the COUNTY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood,

earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

16.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch.

16.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

17.0 Governing Law and Venue

17.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Wakulla COUNTY, Florida or the United States District Court, Northern District of Florida located in Leon COUNTY, Florida.

18.0 Non-Discrimination

18.1 The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age, or national origin.

19.0 Waiver

19.1 A waiver by either COUNTY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.0 Severability

20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

20.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

20.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

21.0 Entirety of Agreement

21.1 The COUNTY and the CONSULTANT agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

21.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the COUNTY and CONSULTANT pertaining to the Services, whether written or oral.

21.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered except by written instrument executed by the parties hereto.

22.0 Modification

22.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both COUNTY and CONSULTANT. Such modifications shall be in the form of a written Amendment executed by both parties.

23.0 Successors and Assigns

23.1 COUNTY and CONSULTANT each bind's itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

23.2 CONSULTANT shall not assign this Agreement without the express written approval of the COUNTY by executed amendment.

23.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the Wakulla COUNTY Board of COUNTY Commissioners by executed amendment.

24.0 Contingent Fees

24.1 The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company,

corporation, individual or firm, other than bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

25.0 Reserved - Not applicable.

26.0 Ownership of Documents

26.1 CONSULTANT shall be required to cooperate with the COUNTY and other CONSULTANT'S relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONSULTANT is not liable for any damages, injury or costs associated with the COUNTY use or distribution of these documents for purposes other than those originally intended by CONSULTANT.

26.2 CONSULTANT shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

26.2.1. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the Scope of Services identified herein and in any subsequent CSA.

26.2.2. Upon request from the COUNTY provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.

26.2.3. 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 thereafter if the CONSULTANT does not transfer all records to the COUNTY.

26.2.4. Transfer, at no cost, to COUNTY all public records in possession of the CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY,

in a format that is compatible with the information technology systems of the COUNTY. If the CONSULTANT keeps and maintains public records upon the conclusion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records that would apply to the COUNTY.

26.2.5. If CONSULTANT does not comply with a public records request the COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the CONSULTANT fails to provide records when requested, the CONSULTANT may be subject to penalties under section 119.10, Florida Statutes, and reasonable costs of enforcement, including attorney fees.

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 AT 850-926-0919 X 706; JWELCH@MYWAKULLA.COM; P.O. BOX 1263, ATTN: JESSICA WELCH; CRAWFORDVILLE, FL 32326.

27.0 Access and Audits

27.1 CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONSULTANT's place of business.

27.2 Misrepresentations of billable time or reimbursable expenses as determined by the COUNTY Clerk or Auditor to the Wakulla County Board of County Commissioners shall result in the recovery of any resulting overpayments. The COUNTY'S cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

27.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

27.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

28.0 Notice

28.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: J. David Edwards
Wakulla County Administrator
3093 Crawfordville Hwy
Crawfordville, FL 32327

As to CONSULTANT: James Spratt
Senior Vice President
P.O. Box 35
Canal Point, Florida 33438

28.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

28.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and COUNTY.

29.0 Service of Process

As to COUNTY: County Administrator
Wakulla County Florida
3093 Crawfordville Highway
Crawfordville, Florida 32327

As to CONSULTANT: James Spratt
Senior Vice President
P.O. Box 35
Canal Point, Florida 33438

30.0 Contract Administration

30.1 Services of CONSULTANT shall be under the general direction of the Wakulla COUNTY Administrator, or their successor, who shall act as the COUNTY'S representative during the term of the Agreement.

31.0 Key Personnel

31.1 CONSULTANT shall notify COUNTY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. CONSULTANT at COUNTY'S request shall remove without consequence to the COUNTY any Subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. COUNTY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

32.0. Appropriations

32.1 CONSULTANT acknowledges that the COUNTY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the COUNTY'S performance and obligation to pay under this agreement is contingent upon annual appropriation.

33.0 Liquidated Damages

33.1 The parties hereto agree that liquidated damages will be assessed against the CONSULTANT for CONSULTANT'S failure to meet any deliverable date in the performance schedule in Section 2.0 of this Agreement at a rate of \$ 500.00 per day.

34.0 Vendors on Scrutinized Companies Lists.

By executing this Agreement, CONSULTANT, certifies that it is not: (1) listed on the

Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed 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 section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the COUNTY may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the COUNTY determines that the Contractor has submitted a false certification, the COUNTY will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the COUNTY'S determination of false certification was made in error, the COUNTY shall bring a civil action against the Contractor. If the COUNTY'S determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of COUNTY'S determination of false certification by Contractor. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified in this Section 34, this Section 34 shall be null and void.

REMAINDER FOR PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Attest:



WAKULLA COUNTY, a political subdivision of the State of Florida

By: Kelly Sessor D.C. for
Greg James, Clerk to the Court

By: Ralph Thomas
Ralph Thomas, Chair, Board of County Commissioners

Reviewed as to form:

Heather Encinosa
Heather Encinosa, County Attorney

Date 10-4-21

Attest:

CAS GOVERNMENTAL SERVICES, LLC

By: Shelley Long
Shelley Long
[Print Name and Title]

By: James R. Spratt
JAMES R. SPRATT
[Print Name]
Senior Vice President
[Title]

DATE: 9/28/21

DATE: September 28, 2021

SEAL

**AMENDMENT NO. 1
RENEWAL NO. 1
TO THE CONTRACT FOR RFQ 2021-12
LEGISLATIVE LIAISON**

This amendment made and entered into this 6TH day of **September 2022**, hereby amends Contract Legislative Liaison Services (“Contract”), dated October 4, 2021 by Wakulla County, Florida (“County”) and CAS Governmental Services, INC. (“Contractor”).

WITNESSETH

WHEREAS, the County entered into a Legislative Liaison Services Contract, for legislative consulting services with external government agencies and officials as assigned or as need, with Contractor on October 4, 2021; and

WHEREAS, in accordance with Section 1.0 Term, the Original Contact term shall be for a period of one (1) year from October 4, 2021 through October 3, 2022. This agreement may be renewed for three (3) additional one (1) year periods upon agreement in writing and executed by both parties and upon an advance notice of ninety (90) days; and

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties’ consent and agree to the following:

SECTION 1: Term

In accordance with Section 1.0 of the Original Agreement, the Contractor and County hereby agree to extend the term of the Original Agreement for one (1) year, through and including October 3, 2023.

SECTION 2: CHANGES. The Contract is hereby amended as follows:

A. 35.0 Miscellaneous. A New Section 35.0 is hereby added to the Contract to read as follows:

A. This Amendment is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Amendment, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the parties any right, remedy, or claim under or by reason of this Amendment or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

B. The validity, construction, and performance of this Amendment shall be governed by the laws of the State of Florida.

C. If any portion of the Amendment, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid

or unenforceable, such determination shall not affect the remaining portions of this Amendment. If this Amendment or any portion of this Amendment is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

D. This Amendment shall become effective when it is last approved and executed by the parties.

E. All other provisions of the Original Agreement not amended herein shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have set their hands and seals this 6th day of Sept., 2022.

ATTEST:

WAKULLA COUNTY, FLORIDA

Brenea Ross, D.C.
Greg James
Clerk

By Quince Messersmith
Quince Messersmith
Chair



Approved as to form:

Date: 9-6-22

Heather J. Encinosa
Heather J. Encinosa
County Attorney

Signed, sealed and delivered
in the presence of:

CAS Governmental Services, INC.

Signature

By James Spratt
Name: James Spratt
Title: Vice President

Print Name

Date: 9/12/22

Signature

Print Name

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