

**Terry W. Atchley**  
City Manager  
126 South 7<sup>th</sup> Avenue  
Wauchula, FL 33873



**Phone: (863)773-3131**  
**(863)773-3535**  
**Fax: (863)773-0773**  
**tatchley@cityofwauchula.com**

January 5, 2023

CAS Governmental Services, LLC  
P.O. Box 35  
Canal Point, FL 33438  
ATTN: Connie C. Vanassche

RE: Request for Professional Services Agreement Renewal

Dear Ms. Vanassche,

Please accept this correspondence as written notification that the City of Wauchula desires to renew our Professional Services Agreement for an additional one (1) year. This is pursuant to section 1.3 of the Professional Services Agreement approved June 10, 2019.

If you have any questions or concerns, please feel free to contact me.

Respectfully,

A handwritten signature in blue ink that reads "Terry Atchley". The signature is written in a cursive style.

*Terry Atchley*  
City Manager  
City of Wauchula

**ATTACHEMENT "A"**  
**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 22<sup>nd</sup> day of October, 2019, between the CITY OF WAUCHULA, a municipal corporation, organized and existing under the laws of the State of Florida, by and through its City Commission, situated at 126 S. 7th Avenue, Wauchula, Florida 33873, hereinafter referred to as CITY, and CAS Governmental Services LLC located at 36910 3<sup>rd</sup> St. P.O. Box 35, Canal Point, FL 33438 hereinafter referred to as CONSULTANT, and whose Federal Employer Identification Number is 38-3846643.

WHEREAS, CITY desires to engage a Consultant that has experience with Lobbying and Networking of Grants and Appropriations; and

WHEREAS, CITY has solicited these services in RFP #19-03, included by reference as to the scope of services contained herein; and

WHEREAS, CONSULTANT represents he/she 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 City Manager.

1.2 The term of this Agreement shall be for three (3) years, commencing upon the effective date, unless otherwise terminated as provided herein.

1.3 The CITY shall have the option to renew the Agreement for two (2) additional one-year periods, as approved by the CITY, at the same terms and conditions by giving the CONSULTANT written notice not less than thirty (30) days prior to the expiration of the initial term.

1.4 The City Manager will approve and execute each renewal or terminate the agreement at the end of any given term.

**2.0 Services to Be Performed by CONSULTANT**

2.1 CONSULTANT shall perform the services as generally described in the Scope of Work Exhibit "A".

**3.0 Compensation**

3.1 CITY shall pay CONSULTANT in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement.

3.2 The Fee Schedule, as set out in Exhibit "B" may be adjusted by an Amendment to the Professional Services Agreement, after mutual written agreement of the parties. The City Manager will approve and execute any fee schedule amendment.

3.3 Each individual invoice shall be due and payable forty-five (45) days after receipt by the CITY of correct, fully documented, invoice, in form and substance satisfactory to the CITY. All invoices shall be delivered to:

City of Wauchula  
126 S. 7th Avenue  
Wauchula, FL 33873

#### **4.0 Standard of Care**

4.1 CONSULTANT has represented to the CITY that he/she has the experience necessary to perform the work in a professional and workmanlike manner.

4.2 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.

#### **5.0 Indemnification**

5.1 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, CITY and CONSULTANT agree to allocate such liabilities in accordance with this Section.

##### **5.2 Indemnification**

5.2.1 CONSULTANT, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to CITY) protect and hold CITY, 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), 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 his/her 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, his/her substitutes, agents, employees and invitees; provided, however, that CONSULTANT shall not be obligated to defend or indemnify the CITY with respect to any such claims or damages arising out of the CITY's negligence.

5.2.2 CITY 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.

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

5.3 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 Section 6 shall survive as if the Agreement were in full force and effect.

#### **6.0 Independent Contractor**

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

6.2 CITY shall have no right to supervise the methods used, but CITY shall have the right to observe such performance.

6.3 CONSULTANT shall work closely with CITY in performing Services under this Agreement.

6.4 The CONSULTANT shall not pledge the CITY'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 CITY in any manner.

6.5 CONSULTANT further warrants and represents that he/she has no obligation or indebtedness that would impair his/her ability to fulfill the terms of this Agreement.

#### **7.0 Authority to Practice**

7.1 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.

**8.0 Compliance with Laws**

8.1 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.

**9.0 Subcontracting**

9.1 The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor if for any reason CONSULTANT is unable to provide services.

9.2 If a subcontractor fails to perform, as required by this Agreement, and it is necessary to replace the subcontractor, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY. Failure of a subcontractor to timely or properly perform its obligations shall not relieve CONSULTANT of its obligations hereunder.

**10.0 Federal and State Taxes**

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

**11.0 Public Entity Crimes**

11.1 The CONSULTANT understands and acknowledges that this Agreement with the CITY 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.

**12.0 CITY's Responsibilities**

12.1 CITY shall be responsible for providing information in the CITY's possession that may reasonably be required by CONSULTANT to provide services described in Section 2.0.

**13.0 Termination of Agreement**

13.1 This Agreement may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the CITY.

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

13.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the CITY's satisfaction through the date of termination.

**14.0 Governing Law and Venue**

14.1 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 Hardee County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida.

**15.0 Non-Discrimination**

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

**16.0 Waiver**

16.1 A waiver by either CITY 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.

**17.0 Severability**

17.1 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.

17.2 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.

17.3 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.

17.4 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.

**18.0 Entirety of Agreement**

18.1 The CITY 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.

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

**19.0 Modification**

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

**20.0 Successors and Assigns**

20.1 CITY and CONSULTANT each binds itself/himself/herself and its/his/hers partners, successors, assigns and legal representatives to the other party to this Agreement and to their partners, successors, executors, administrators, assigns, and legal representatives.

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

**21.0 Contingent Fees**

21.1 The CONSULTANT warrants that he/she 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 he/she 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.

**22.0 Access and Audits**

22.1 CONSULTANT shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The CITY 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 practice.

22.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the City of Wauchula shall result in the recovery of any resulting overpayments. The CITY's cost of recovery shall be the sole expense of the CONSULTANT, including accounting and legal fees, court costs and administrative expenses.

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

22.4 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.

### **23.0 Notice**

23.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by overnight courier service or by Certified Mail, postage prepaid as follows:

#### **As to City:**

City of Wauchula  
126 S. 7th Avenue  
Wauchula, FL 33873  
Attention: City Manager

#### **As to CONSULTANT:**

*CAS Governmental Services, LLC  
P.O. Box 35  
Canal Point, FL 33438  
Attn: Connie C. Vanassche*

23.2 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.

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

### **24.0 Service of Process**

**As to City:** City of Wauchula  
126 S. 7th Avenue  
Wauchula, FL 33873  
Attention: City Manager

**As to CONSULTANT:** *CAS Governmental Services, LLC  
P.O. Box 35  
Canal Point, FL 33438  
Attn: Connie C. Vanassche*

**25.0 Contract Administration**

25.1 Services of CONSULTANT shall be under the general direction of the City Commission, or their designee, who shall act as the CITY's representative during the term of the Agreement.

**26.0 Key Personnel**

26.1 CONSULTANT shall notify CITY 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 CITY's request shall remove without consequence to the CITY any Subcontractor or employee of the CONSULTANT and replace him/her with another employee having the required skill and experience. CITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: *Connie C. Vanassche*  
*James R. Spratt*  
Name: *M. Dale Milita*

**27.0. Annual Appropriations**

27.1 CONSULTANT acknowledges that the CITY, 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 CITY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

**28.0 Unauthorized Alien(s)**

28.1 The CONSULTANT agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the City.

**29.0 Limitation of Liability.**

29.1 In no event, shall the CITY be liable to the CONSULTANT for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature, including loss of profit, whether foreseeable or not, arising out of or resulting from the nonperformance or breach of this contract by the CITY whether based in contract, common law, warranty, tort, strict liability, contribution, indemnity or otherwise.

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

Attest:  
HOLLY SMITH  
City Clerk

CITY OF WAUCHULA, a municipal  
corporation, organized & existing under the  
laws of the State of Florida

By: Holly Smith  
Holly Smith, City Clerk

By: Terry Atchley  
Terry Atchley, City Manager

Date Approved by Commission: June 10, 2019

Review as to form and legal sufficiency

Thomas A. Cloud  
Thomas A. Cloud  
City Attorney

Date JUNE 17, 2019

Attest:

By: Connie Vanassche  
Connie Vanassche  
[Print Name]

By: M. Dale Milite  
M. Dale Milite  
[Print Name]  
President  
[Title]

DATE: 6-25-19

DATE: 6-25-2019



ACKNOWLEDGEMENT

STATE OF Florida COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this

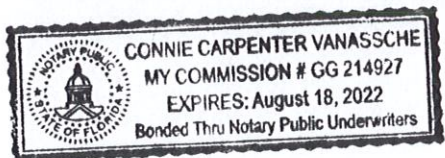
June 25, 2019 By M. Dale Milita  
(Date) (Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced \_\_\_\_\_ as identification and did certify to have knowledge of (Type of Identification)

the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this June 25, 2019 (Date)

Connie Carpenter Vanassche Commission Number GG 214927  
(Official Notary Signature and Notary Seal)

Connie Carpenter Vanassche Commission Expiration Date 8-18-22  
(Name of Notary typed, printed or stamped)



## EXHIBIT "A" SCOPE OF WORK

The City of Wauchula requires qualified firms and/or individuals to provide professional (1) Lobbying Services; (2) Networking of Grants and Appropriations. The firm and/or individuals may, at the discretion of the City, be tasked by written request to administer any programs/grants or appropriations. Duties and responsibilities shall include:

- 1) Lobbying Services - Representation by one or more registered lobbyists as appropriate in Tallahassee during Legislative Committee Weeks and full-time representation in Tallahassee during Legislative Session. Provide strategic legislative expertise and consulting services.
- 2) Networking of Grants and Appropriations - Utilize special Appropriations and Grants together to relieve the City of potential grants matching funds, when possible.
- 3) Review of Issues and Policies - Work with the City Manager, as appropriate, and review State Policies, Programs and Legislation for the purpose of identifying those that will affect the City and its citizens.
- 4) Monitor Committee Meetings - Provide, as needed, monitoring of appropriate Committee Meetings and hearings during Legislative Session.
- 5) Review League of City Policies - Work with the City Manager, as requested, to provide assistance in review of the Florida League of Cities policies.
- 6) Assist in Legislative Priorities - Assist the City Manager in the development of the City's Annual Legislative priorities and strategies.
- 7) Lobby before Committees - Lobby and testify before State government officials as necessary during committee meetings and during session and special sessions.
- 8) Coordinate Appointments - Coordinate meetings and/or appointments with appropriate members of the legislature, as necessary.
- 9) Maintain Contact - Maintain appropriate contact and engagement with the City Manager, as requested on important matters throughout the Agreement term.
- 10) Reports - Provide reports to the City Manager, in writing, orally and/or in person as needed.

## Exhibit "B"

### CAS Governmental Services, LLC Wauchula Contract

#### Legislative Service Contract Monthly Payments

October 1, 2019	\$ 1,777.77
November 1, 2019	\$ 1,777.77
December 1, 2019	\$ 1,777.77
January 1, 2020	\$ 1,777.77
February 1, 2020	\$ 1,777.77
March 1, 2020	\$ 1,777.77
April 1, 2020	\$ 1,777.77
May 1, 2020	\$ 1,777.77
June 1, 2020	\$ 3,000.00
July 1, 2020	\$ 3,000.00
August 1, 2020	\$ 3,000.00
September 1, 2020	\$ 1,777.77
Total Annual Fee:	\$24,999.93



**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**

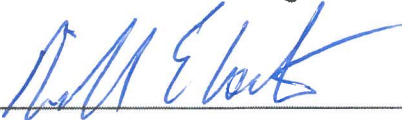


Connie C. Vanassche  
President

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