

**BOARD OF COUNTY COMMISSIONERS
GULF COUNTY, FLORIDA
COUNTY ATTORNEY'S OFFICE**

1000 CECIL G. COSTIN SR. BLVD., ROOM 302 , PORT ST. JOE, FLORIDA 32456
PHONE (850)229-4700 • FAX (850) 229-1148 • EMAIL: jtnovak@novaklaw.us
DATE AND TIME OF MEETINGS • FOURTH TUESDAY AT 9:00 P.M., E.T.

*Jeremy T.M. Novak, Esq.
Gulf County Attorney*

September 28, 2023

Via Electronic Mail & First Class U.S. Mail

Anfield Consulting, Inc.
c/o Mr. Brett Cyphers
201 West Park Avenue, Suite 100
Tallahassee, Florida 32301

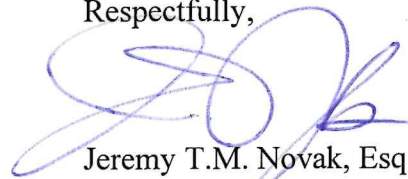
Re: Professional Consulting Services Agreement

Dear Mr. Cyphers:

Enclosed please find the amendment and extension to the original Consulting Services Agreement between Anfield Consulting, Inc. and Gulf County, Florida. Kindly forward a fully executed original contract amendment to our attention so we may provide to the Gulf County Clerk for proper process and record.

Should you have any questions, please feel free to contact me at your convenience.

Respectfully,



Jeremy T.M. Novak, Esq.
Gulf County Attorney

Encl.

**Anfield Consulting Services Agreement (Extension)
For Gulf County Board of County Commissioners
Re: Anfield Consulting, Inc.
(Addendum- 9.2023)**

This agreement extension and addendum, made this 1st day of October, 2023, by and by and between **Anfield Consulting, Inc.**, a Florida Corporation, authorized to do business in the State of Florida, hereby recognized as the consultant to continue to serve as the contractor and consultant to Gulf County for its various projects in collaboration with the State of Florida and Northwest Florida Water Management District for the implementation of projects intended at improving drinking, wastewater and stormwater utility operations and promoting enhanced water conservation for Gulf County whose address is 201 West Park Avenue, Suite 100, Tallahassee, Florida, 32301 and hereinafter referred to as "Anfield" and/or "Contractor" or "Consultant" and the **Gulf County Board of County Commissioners**, a political subdivision of the State of Florida with its principal place of business located at 1000 Cecil Costin, Sr. Blvd., Room 312, Port St. Joe, Florida 32456, and hereinafter referred to as "County."

WHEREAS, the Gulf County desires to contract for the continuation of the support and consulting on the various State of Florida and Northwest Florida Water Management District projects and their implementation of those projects intended at improving drinking, wastewater and stormwater utility operations and promoting enhanced water conservation in 2023-2024 for the annual term and rate; and

WHEREAS, Gulf County secured the ability through its original contract under Section 4. for renewals of Anfield's support and consulting subject to the request and authority of the County Administrator and mutual consent and acceptance of the parties in writing; and

WHEREAS, pursuant to the original agreement which was effective on the 1st day of October 1, 2022 and may be terminated subject to Section 4. Renewal and Termination with proper notice of thirty (30) days; and

WHEREAS, the renewal of this support and consulting agreement shall become effective upon execution by the parties and subject to all the same terms and conditions of the original agreement.

WHEREAS, this addendum and extension of services through September 30, 2024 in consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties have agreed to this extension as follows:

1. All terms and conditions of original agreement for the specific services of continued support and consulting by Anfield are incorporated herein and remain in their entirety.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement which shall be deemed an original on the date first written above.

ATTEST: Kari Summers
NAME Kari Summers
(Print)

ATTEST: Noreen
NAME Noreen Reboso

Gulf County Board of County Commissioners:
BY Michael L. Hammond
NAME: Michael L. Hammond, Administrator

Anfield Consulting, Inc.:
BY Alberto Balido
NAME **Alberto Balido, Managing Partner**

Anfield [CONSULTING]

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This contract for professional consulting and lobbying services (hereinafter referred to as “Agreement”) is by and between Anfield Consulting, Inc. a privately-owned corporation registered to do business in the State of Florida (hereinafter referred to as “ANFIELD”), and Gulf County, a political subdivision of the State of Florida (hereinafter referred to as “CLIENT”). ANFIELD and CLIENT shall collectively be referred to as the “Parties.”

(1) Statement of Need

WHEREAS, CLIENT is seeking to secure funding support from the State of Florida and the Northwest Florida Water Management District for the implementation of projects intended at improving drinking, wastewater and stormwater utility operations and promoting enhanced water conservation, and

WHEREAS, CLIENT is also seeking funding support to plan for and implement coastal and inland resiliency projects, and

WHEREAS, ANFIELD has experience working for and with Florida’s legislature, water utilities and resources management agencies, and enjoys productive relationships with elected and appointed members of the Florida’s legislature, Department of Environmental Protection and the Northwest Florida Water Management District, as well as senior staff at all of these.

NOW THEREFORE, CLIENT wishes to retain ANFIELD for the purposes of assisting CLIENT in securing grants for the implementation of coastal resilience and inland flood control projects, projects intended to protect or improve ambient water quality, as well as, water supply, wastewater and stormwater control projects.

(2) Scope of Services under this Agreement: ANFIELD shall assist CLIENT with resilience and water resources management consulting and strategic advice, as well as identification and collaboration towards the timely submittal and award of grants. ANFIELD services DO NOT INCLUDE the preparation of the grant submittal materials, however ANFIELD will work with CLIENTs designated staff to review the submittals prior to submission. All representations made by ANFIELD on CLIENT’S behalf shall be subject to prior approval by CLIENT’S authorized representative, Michael Hammond.

In furtherance of this Agreement, ANFIELD will:

- (a) Provide strategic advice and consultation regarding coastal resilience and water resource management programs in Florida, with specific emphasis on identifying opportunities to solicit and receive funding support from the state and the Northwest Florida Water Management District.

(b) Work with CLIENT to develop and execute a strategic plan for each targeted entity/ grant program, including but not limited to:

- Promoting in-person interactions with grant program administrators,
- Identifying grant application cycle windows and key dates,
- Providing CLIENT with links to or copies of all the forms that are required by each grant program,
- Reviewing all grant or appropriation submittals,
- Being a communications resource to program administrators reviewing the submittals, and
- Advocating on behalf of CLIENT for grant awards, when legally appropriate after submittal.

(c) Support CLIENT by identifying and setting up meetings with other stakeholders that might support CLIENT's goals.

The managers who shall be the primary points of communication regarding the matters addressed in any future Agreement, will be:

For ANFIELD: Brett Cyphers (850) 566-4142

For CLIENT: MICHAEL L. HAMMOND 850-229-6106

(3) Term and Compensation: The term of this Agreement will commence on October 1, 2022 and end on September 30, 2023. CLIENT will pay ANFIELD the sum total of THIRTY THOUSAND DOLLARS (\$30,000.00) to perform the services specified in this Proposed agreement (the total sum may also be referred to as the "fee"). Fee payments to ANFIELD made as follows: twelve (12) monthly payments of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500); payable upon receipt of an invoice from ANFIELD.

The fee is INCLUSIVE of costs associated with the execution of ANFIELD's duties under this agreement including, travel, meals, printing, mail, and other administrative costs. This fee is NOT INCLUSIVE of any lobbying fees which ANFIELD may be required to expend in support of the CLIENT'S outreach activities. ANFIELD will secure the approval of the identified contract manager prior to incurring these expenses.

(3) Issuance of Payments and Notice: CLIENT shall make checks payable to Anfield Consulting, Inc. and send payment(s) to: 201 West Park Ave., Suite 100, Tallahassee, FL 32301. All written notices from CLIENT to ANFIELD shall also be sent to this address.

(4) Renewal and Termination: This Agreement may be modified or extended only by a written document signed by both Parties. Either Party may terminate this Agreement prior to the date (if applicable) established in section (3) of this Agreement by providing written notice to the other Party thirty (30) days prior to the desired date of termination. CLIENT shall pay ANFIELD for any and all services and the CLIENT approved expenses

during the term of this Agreement up to and until the established date of termination. In the event of early termination, the final amount to be paid shall be established on a pro-rata basis based on number of business days in a calendar year through the date of termination. If the monthly fee previously collected exceeds the pro-rata amount due, ANFIELD shall remit the difference within 30 days of termination in a check or money order payable to:

Gulf County
1000 Cecil G. Costin, SR. Blvd..
Port St. Joe, FL 32456

(5) Governing Law: This Agreement is executed in the State of Florida and shall be construed, interpreted, and governed by the laws of such state, and by all applicable laws of the United States of America.

(6) Confidentiality: ANFIELD acknowledges and understands that this Agreement and the services rendered to CLIENT are the Florida Government in the Sunshine Law and that a violation or breach of requirements of that law is cause for termination and other relief pursuant to section (6) of this Agreement.

(7) Agreement Execution: The Parties, after reviewing, reading, and understanding the contents of this document, do hereby execute this Agreement by their respective signatures. This Agreement is effective as of the date of the last signature below.

(8) No Agency: ANFIELD is an independent contractor providing consulting services to the CLIENT and is not an employee or agent of CLIENT.

(9) Attorney's Fees: In any dispute between the parties, the substantially prevailing party will be entitled to recover from the non-substantially prevailing party all reasonable attorney's fees, and any other costs related to the disposition of the action before trial, at trial and on appeal.

For Anfield Consulting, Inc.:



Alberto Balido, Managing Partner

10/26/2022

Date Executed

For Gulf County:



Date Executed

10/24/22