

# Anfield [CONSULTING]

## AGREEMENT FOR PROFESSIONAL SERVICES

This contract for professional services (hereinafter referred to as "Agreement") is by and between Anfield Consulting, Inc. a privately-owned corporation registered in the State of Florida (hereinafter referred to as "ANFIELD"), and Polk 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) Services: ANFIELD shall assist CLIENT with lobbying all relevant issues before the State Legislature and the Executive Branch including all relative agencies. For the purposes of this Agreement ANFIELD shall be assisted by Capital City Consulting, LLC a limited liability corporation registered in the State of Florida. All representations made by the ANFIELD team on CLIENT'S behalf shall be subject to prior approval by CLIENT'S authorized representative, as assigned by the County Manager's Office.

(2) Term and Compensation: The term of this Agreement will commence on October 1st, 2022 and end September 30th, 2023. CLIENT will pay ANFIELD the sum total of ONE HUNDRED EIGHTY THOUSAND dollars (\$180,000.00) to perform the services specified in Section (1) (the total sum may also be referred to as the "fee"). Fee payment shall be made as follows: a retainer in the amount of FIFTEEN THOUSAND dollars (\$15,000.00) due within five (5) days of Agreement execution; eleven (11) additional payments in the amount of FIFTEEN THOUSAND dollars (\$15,000.00) each shall be payable monthly beginning with the following month, and upon receipt of an invoice from ANFIELD. All payments will be made by check or money order consistent with Section (3) of this Agreement.

The retainer and monthly fee payable to ANFIELD covers all incidental costs or fees related to services provided by subcontractors identified by ANFIELD and authorized by CLIENT for retention such as regular U.S. mail, copies, and telephone. However, ANFIELD shall be entitled to reimbursement in addition to the retainer and monthly fee for those additional expenses including but not limited to business travel, lodging, state or local lobbying registration or renewal fees, express mail costs, costs of preparing presentation materials needed to represent the client, and similar related costs during the term of the agreement. ANFIELD will discuss such expenditures before incurring them and to receive prior authorization for said expenses from CLIENT'S authorized representative, as assigned by the County Manager's Office.

(3) Issuance of Payments and Notice: CLIENT shall make checks payable to ANFIELD Consulting, Inc. and send payment(s) to: 201 West Park Avenue, 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. Conversely, either Party may terminate this Agreement prior to the date (if applicable) established in section (2) 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 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. If retainer and monthly fee exceed the pro-rata amount due, ANFIELD shall remit the difference within 30 days of termination in a check or money order payable to: Polk County.

(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 the CLIENT are confidential between the two Parties and that a violation or breach of confidentiality is cause for termination and other relief pursuant to section (5) 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.

ATTEST:  
STACY M. BUTTERFIELD  
Clerk of the Board  
By: Alison Holland  
Deputy Clerk

Polk County, a Political subdivision of the  
State of Florida  
By: Martha Santiago  
Dr. Martha Santiago,  
Chair, Board of County Commissioners

Date Signed by County 8/2/22

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Reviewed as to form and legal  
sufficiency:  
[Signature] 7/19/22  
County Attorney's Office / Date



ATTEST:  
By: Rosanna Catalano Flury  
Print Name: Rosanna Catalano Flury  
Notary  
Date: 8/17/2022

Anfield Consulting, Inc.  
A Florida Corporation  
By: Frank Bernardino  
Print Name: Frank Bernardino  
Title: Partner