

Anfield [CONSULTING]

AGREEMENT FOR PROFESSIONAL SERVICES

This contract for professional consulting and lobbying services (hereinafter referred to as "Agreement") between Anfield Consulting, Inc. a privately-owned corporation registered in the State of Florida (hereinafter referred to as "ANFIELD"), and City of Flagler Beach, a political subdivision of the State of Florida (hereinafter referred to as "CLIENT"). ANFIELD and CLIENT shall collectively be referred to as the "Parties." (<https://www.anfieldflorida.com>)

(1) Services: ANFIELD shall assist CLIENT with lobbying all relevant issues before the State Legislative and the Executive Branches including all state agencies, St. Johns River Water Management District and Flagler County. The primary manager lead for ANFIELD will be Edgar G. Fernandez. He will be supported by Frank Bernardino and Brett Cyphers.

In addition to its state lobbying responsibilities ANFIELD will also lobby, coordinate and manage federal outreach and advocacy efforts in furtherance of the City of Flagler Beach's goals and those of Flagler County related to coastal erosion and catastrophic flooding. ANFIELD will be assisted in this effort by the law firm of Becker & Poliakoff, P.A. Florida, a privately-owned corporation registered in the State of Florida for federal lobbying services. (<https://beckerlawyers.com/washington-dc/>).. Omar Franco, the managing director of the Becker & Poliakoff's, Washington DC office lobbying practice, will serve as the lead on outreach to the Federal Legislative and Executive Branches, as well as the U.S. Army Corps of Engineers and related environmental agencies associated with coastal erosion impacts and catastrophic flooding.

The specific goal of the federal efforts will be securing the approval of the City of Flagler Beach and Flagler County's request to the Army Corps of Engineers Jacksonville District to initiate a new CSRM feasibility study. The study would: (1) evaluate resiliency alternatives to protect all remaining portions of the Flagler County coastline, not currently authorized by the Flagler County CSRM Federal Project, and (2) allow for the subsequent planning, expedition, funding and implementation of future projects identified in the study.

The ANFIELD / Becker team shall provide strategic consulting, facilitation and advocacy services in furtherance of the authorization, funding and expedited completion of this new feasibility study. Specifically, the team shall work to secure:

- The approval of legislation from the Committee on Transportation and Infrastructure of the United States House of Representatives which would authorize the US Army Corps of Engineers to conduct the requested new feasibility study for the entire Flagler County coastline; and
- Inclusion of the feasibility study in the Congressional approval of a Hurricane Ian Supplemental Bill. This would enhance the possibility of completing the study at 100% federal funding level.

All representations made by the ANFIELD / Becker team on CLIENT'S behalf shall be subject to prior approval by CLIENT'S authorized representative, City Manager or designee.

(2) Term and Compensation: The term for the agreement will commence on November 14, 2022 and end November 13, 2024. CLIENT will pay ANFIELD a monthly payment in the amount

of EIGHT THOUSAND FIVE HUNDRED dollars (\$8,500.00) to perform the services specified in Section (1).

Each shall be payable monthly 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, the City Manager or their designee.

(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: City of Flagler Beach.

(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.

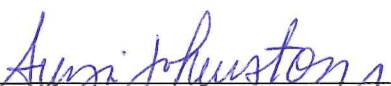
(7) Agreement Execution: The Parties, after reviewing, reading, and understanding the contents of this document, do hereby execute this Agreement by their respective signatures. This Agreement is effective as of ~~October 15, 2022~~. Nov 17, 2022 AB

For the Anfield Consulting, Inc.:

For the City of Flagler Beach:



Alberto Balido, Managing Partner



Suzie Johnston, Mayor

11/21/2022

Date Executed

11/17/2022

Date Executed