

**THIRD AMENDMENT  
TO CONTRACT FOR  
Water and Environmental Lobbyist Services  
(Contract No. 500636/LI)**

**THIS THIRD AMENDMENT**, dated May 8, 2023, to Contract No. 500636/LI, dated July 13, 2020, is made by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY", and Anfield Consulting Group, Inc., located at 201 West Park Ave. Suite 100, Tallahassee, FL 32301, a corporation authorized to do business in the State of Florida, hereinafter referred to as the "CONSULTANT".

**WITNESSETH:**

**WHEREAS**, the parties have entered into that certain Contract dated July 13, 2020, hereinafter referred to as the "Contract", whereby the CONSULTANT has agreed to provide water and environmental lobbyist services to the Legislative Affairs Department; and

**WHEREAS**, the First Amendment to the Contract, dated April 21, 2021, amended ARTICLE 3 - SCHEDULE to exercise the first option for renewal for the period July 16, 2021, through July 15, 2022, amended ARTICLE 4 - PAYMENTS TO CONSULTANT, paragraph A, to increase the authorized not-to-exceed total contract amount by Thirty-Five Thousand Dollars and no cents (\$35,000.00), modified ARTICLE 14 - INSURANCE REQUIREMENTS to address changes as to where the CONSULTANT shall provide evidence of insurance coverage, and added ARTICLE 35 - E-VERIFY-EMPLOYMENT ELIGIBILITY in order to comply with F.S. 448.095; and

**WHEREAS**, the Second Amendment to the Contract, dated March 25, 2022, amended ARTICLE 3 - SCHEDULE to exercise the second option for renewal for the period July 16, 2022, through July 15, 2023, and amended ARTICLE 4 - PAYMENTS TO CONSULTANT, paragraph A, to increase the authorized not-to-exceed total contract amount by Thirty-Five Thousand Dollars and no cents (\$35,000.00); and

**WHEREAS**, the parties desire to exercise the third option for renewal of the Contract for the period July 16, 2023, through July 15, 2024; and

**WHEREAS**, the parties desire to modify ARTICLE 4 - PAYMENTS TO CONSULTANT, paragraph A, to increase the authorized not-to-exceed total contract amount by Thirty-Five Thousand Dollars and no cents (\$35,000.00); and

**WHEREAS**, the parties desire to modify ARTICLE 31 - NOTICE to address changes regarding the submittal of notices under this Contract.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONSULTANT agree as follows:

1. ARTICLE 3 - SCHEDULE is hereby amended to read as follows:

"The CONSULTANT shall commence services on July 16, 2020, and complete all services by July 15, 2024, with one (1) twelve (12) month options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A."

2. ARTICLE 4 - PAYMENTS TO CONSULTANT, paragraph A, is hereby amended to read as follows:

"A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of One Hundred Forty Thousand Dollars and no cents (\$140,000.00), comprised of Thirty-Five Thousand Dollars and no cents (\$35,000.00) for the period July 16, 2020, through July 15, 2021; Thirty-Five Thousand Dollars and no cents (\$35,000.00) for the period July 16, 2021, through July 15, 2022; Thirty-Five Thousand Dollars and no cents (\$35,000.00) for the period July 16, 2022, through July 15, 2023; and Thirty-Five Thousand Dollars and no cents (\$35,000.00) for the period July 16, 2023, through July 15, 2024.

The CONSULTANT shall notify the COUNTY's representative, in writing, when ninety percent (90%) of the "not-to-exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis for equal monthly payments of Two Thousand Nine Hundred Sixteen Dollars and Sixty-Seven Cents (\$2,916.67) for eleven (11) months and Two Thousand Nine Hundred Sixteen Dollars and Sixty-Three Cents (\$2,916.63) for the twelfth (12<sup>th</sup>) month for the annual amount set forth in Exhibit B, Appendix B, Price Proposal Page, for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date."

3. ARTICLE 31 - NOTICE, the first paragraph, is hereby amended to read as follows:

"All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Melody Thelwell, Director  
Purchasing, Palm Beach County  
50 South Military Trail, Suite 110  
West Palm Beach, FL 33415"

4. All other provisions of said Contract, dated July 13, 2020, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.
5. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this THIRD AMENDMENT shall not take effect until executed by the CONSULTANT and COUNTY.

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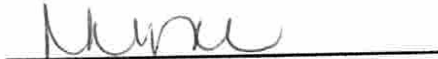
**IN WITNESS WHEREOF**, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONSULTANT have executed this Third Amendment to the Contract on the day and year above written.

PALM BEACH COUNTY, FLORIDA FOR ITS  
BOARD OF COUNTY COMMISSIONERS  
BY MELODY THELWELL  
DIRECTOR OF PURCHASING



Melody Thelwell, Director

WITNESSES:



Signature

Noreen Rebozo

Name (type or print)



Signature

Melissa Lombard

Name (type or print)

CONSULTANT:

Anfield Consulting Group, Inc.

Company Name

BY:



Signature

Albert Balido

Typed Name

Managing Partner

Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By   
County Attorney

**CONTRACT FOR  
Water and Environmental Lobbyist Services  
(Contract No. 500636/LI)**

This Contract No. 500636/LI is made as of this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Anfield Consulting Group, Inc., 201 West Park Ave. Suite 100, Tallahassee, FL 32301, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

**ARTICLE 1 - SERVICES**

The CONSULTANT's responsibility under this Contract is to provide water and environmental lobbyist services to the Legislative Affairs Department in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONSULTANT's submittal dated May 11, 2020, both of which are attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Rebecca DeLaRosa, Director of Legislative Affairs, telephone number (561) 355-3451 or designee.

The CONSULTANT's representative/liaison during the performance of this Contract shall be Frank Bernardino, Senior Partner, telephone number (561) 718-2345.

**ARTICLE 2 - ORDER OF PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, including Exhibits A and C; (2) the provisions of RFS No. 500636/LI and all Amendments thereto, which are incorporated into and made a part of this Contract; (3) Exhibit B, CONSULTANT's submittal dated May 11, 2020; and (4) all other documents, if any, cited herein or incorporated herein by reference.

**ARTICLE 3 - SCHEDULE**

The CONSULTANT shall commence services on July 23, 2020, and complete all services by July 22, 2021, with four (4) twelve (12) month options for renewal at the sole discretion of the COUNTY.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.

## **ARTICLE 4 - PAYMENTS TO CONSULTANT**

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Thirty-Five Thousand Dollars and no cents (\$35,000.00).

The CONSULTANT shall notify the COUNTY's representative, in writing, when ninety percent (90%) of the "not-to-exceed amount" has been reached. The CONSULTANT will bill the COUNTY on a monthly basis for equal monthly payments of Two Thousand Nine Hundred Sixteen Dollars and Sixty-Seven Cents (\$2,916.67) for eleven (11) months and Two Thousand Nine Hundred Sixteen Dollars and Sixty-Three Cents (\$2,916.63) for the twelfth (12) month for the annual amount set forth in Exhibit B for services rendered toward the completion of the Scope of Work/Services. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. CONSULTANT shall send **ALL ORIGINAL** invoices to: PALM BEACH COUNTY FINANCE DEPT., P.O. BOX 4036, WEST PALM BEACH, FL 33402-4036, with a copy to the COUNTY's representative. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following approval by the COUNTY's representative. Invoices submitted on carbon paper shall not be accepted. In order for the COUNTY to make payment, the CONSULTANT must ensure that the following information included on Appendix B, Business Information, of Exhibit B, CONSULTANT's submittal, must be exactly the same as it appears on the invoice and in the COUNTY's Vendor Self Service (VSS) System, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>: Vendor's Legal Name, Vendor's Address, and Vendor's TIN/FEIN Number.
- C. Final Invoice: 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 shall constitute CONSULTANT's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONSULTANT.
- D. In order to do business with Palm Beach County, CONSULTANTS are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) System, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. If CONSULTANT intends to use subcontractors/subconsultants, CONSULTANT must also ensure that all subcontractors/subconsultants are

registered as contractors/ consultants in VSS. All subcontractor/subconsultant agreements must include a contractual provision requiring that the subcontractor/subconsultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its subcontractors/subconsultants are registered in VSS.

#### **ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor.

#### **ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE/MOST FAVORED CUSTOMER**

Signature of this Contract by the CONSULTANT shall also constitute the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete, and current as of the date of the Contract and no higher than those charged the CONSULTANT's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this Article 6 within three (3) years following final payment.

Furthermore, the CONSULTANT warrants that the price(s) shall not exceed the CONSULTANT's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the CONSULTANT offers more favorable pricing to one of its customer(s), the CONSULTANT shall extend to the COUNTY the same pricing or the then current market price, whichever is lower.

#### **ARTICLE 7 - TERMINATION**

- A. This Contract may be terminated by the CONSULTANT upon sixty (60) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY

to perform in accordance with the terms of this Contract through no fault of the CONSULTANT.

- B. This Contract may also be terminated, in whole or in part, by the COUNTY, **with cause** upon five (5) business days written notice to the CONSULTANT or **without cause** upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.
- C. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:
  - 1. Stop work on the date and to the extent specified.
  - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  - 3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
  - 4. Continue and complete all parts of the work that have not been terminated.

## **ARTICLE 8 - PERSONNEL**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by the CONSULTANT, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel, as may be listed in Exhibit B, attached hereto and incorporated herein, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

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

All of the CONSULTANT's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.



## **ARTICLE 9 - CRIMINAL HISTORY RECORDS CHECK**

The CONSULTANT, CONSULTANT 's employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 – 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R-2013-1470 and R-2015-0572, as amended. The CONSULTANT is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT (s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT: 1) does not comply with the requirements of County Code Section 2-371 – 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

## **ARTICLE 10 - SUBCONTRACTING**

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 subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek additional small/minority/women business enterprises (SBEs) for participation in subcontracting opportunities. If the CONSULTANT uses any subcontractors on this project, the following provisions of this Article shall apply:

- A. If the CONSULTANT uses subcontractors, CONSULTANT must ensure that all subcontractors are registered as vendors in the COUNTY's Vendor Self Service System. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in the COUNTY's Vendor Self Service System.

- B. If a subcontractor fails to perform or make progress, as required by this Contract, 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.

**ARTICLE 11 - EQUAL BUSINESS OPPORTUNITY PROGRAM COMPLIANCE – PENALTIES**

It is the policy of the Board of County Commissioners that all segments of its business population including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the COUNTY's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Board of County Commissioners adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the COUNTY's requirements for the EBO program, and is incorporated herein and made part of this Contract. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of the Contract based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of CONSULTANT from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.

The CONSULTANT must adhere to the Affirmative Procurement Initiatives (APIs), if any, as incorporated herein as Exhibit C. Failure to comply with this Article 11 is a material breach of this Contract.

- i. CONSULTANT shall report all subcontractor payment information on EBO Schedules 3(A) and 4, or as otherwise required by EBO, and, when the EBO portal is available, input subcontractor payment information directly into the COUNTY's contract management system.

CONSULTANT shall pay subcontractors undisputed amounts within ten (10) days after COUNTY pays the CONSULTANT. In the event of a disputed invoice, the CONSULTANT shall send the subcontractor(s) and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

- ii. CONSULTANT must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

The CONSULTANT agrees to pay its subcontractors/subconsultants in compliance with the Florida Prompt Payment Act. In the event CONSULTANT fails to comply with payments(s) to its subcontractors/subconsultants in accordance with the Florida Prompt Payment Act, CONSULTANT shall be subject to any and all penalties and sanctions available under the terms of the EBO Program, its contract with the COUNTY, or any other applicable law.

The Office of EBO has the right to review CONSULTANT's records and interview subcontractors/subconsultants.

**Failure to comply with this Article 11 is a material breach of this Contract.**

### **ARTICLE 12 - FEDERAL AND STATE TAX**

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

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

### **ARTICLE 13 - AVAILABILITY OF FUNDS**

The COUNTY's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years.

### **ARTICLE 14 - INSURANCE REQUIREMENTS**

Prior to execution of this Contract, the CONSULTANT shall provide evidence of the following minimum required insurance coverage and limits (such as through a Certificate of Insurance) to COUNTY, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Lisa Inkell, Buyer, until otherwise notified by the COUNTY.

The CONSULTANT shall maintain at its sole expense, in full force and effect, at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the Contract. CONSULTANT agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change

to the required insurance coverage. Where applicable, coverage shall apply on a primary basis.

- A. **Commercial General Liability:** CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- B. **Workers' Compensation Insurance & Employer's Liability:** CONSULTANT shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.
- C. **Professional Liability:** CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000** Per Occurrence. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims – made" form. If coverage is provided on a "claims – made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.
- D. **Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.
- E. **Waiver of Subrogation:** CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

- F. **Certificates of Insurance:** Prior to each subsequent renewal of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the CONSULTANT shall deliver to the COUNTY a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) days' endeavor to notify due to cancellation (10 days' for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners  
Insurance Compliance  
PO Box 100085 – DX  
Duluth, GA 30096

- G. **Right to Revise or Reject:** COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

#### **ARTICLE 15 - INDEMNIFICATION**

CONSULTANT shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officials harmless from and against any and all claims, liability, loss, expense, cost, damages, or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT.

#### **ARTICLE 16 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

## **ARTICLE 17 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

## **ARTICLE 18 - CONFLICT OF INTEREST**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, F.S. and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any conflict of interest shall be employed for said performance or services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence, or appear to influence, the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

## **ARTICLE 19 - PERFORMANCE DURING EMERGENCIES / EXCUSABLE DELAYS**

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to: acts of God; force majeure; natural or public health

emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONSULTANT's failure to perform was without it or its subcontractors' fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time.

Notwithstanding anything in the foregoing to the contrary, the CONSULTANT agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, the COUNTY shall be given "first priority" for all goods and services under this Contract. CONSULTANT agrees to provide all goods and services to the COUNTY immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this Contract on a "first priority" basis. CONSULTANT shall furnish a 24-hour phone number to the COUNTY. Failure to provide the goods or services to the COUNTY on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of Contract and subject the CONSULTANT to sanctions from doing further business with the COUNTY.

#### **ARTICLE 20 - ARREARS**

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

#### **ARTICLE 21 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

The CONSULTANT agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Contract which have been created as a part of the CONSULTANT's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT or by or in conjunction or consultation with any other party whether or not a party to this Contract, whether or not in privity of contract with the COUNTY or CONSULTANT, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, F.S., all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, will be kept confidential by the

CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent, unless required by a lawful court order. All drawings, maps, sketches, programs, data bases, reports and other data developed or purchased under this Contract for the COUNTY, or at the COUNTY's expense, shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

#### **ARTICLE 22 - INDEPENDENT CONSULTANT RELATIONSHIP**

The CONSULTANT is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement, or representation other than specifically provided for in this Contract.

#### **ARTICLE 23 - CONTINGENT FEE**

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 Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a 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 Contract.

#### **ARTICLE 24 - PUBLIC RECORDS, ACCESS AND AUDITS**

The COUNTY shall have the right to request and review CONSULTANT's books and records to verify CONSULTANT's compliance with this Contract, adherence to the EBO Program and its submittal. The COUNTY shall have the right to interview subcontractors and workers at the work site to determine Contract compliance. The CONSULTANT shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. CONSULTANT shall retain all books and records pertaining to this Contract,



including, but not limited to, subcontractor payment records, for five (5) years after project completion date, The COUNTY and the Palm Beach County Inspector General shall have access to such records as required in this Article for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONSULTANT: **(i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2), F.S.**, the CONSULTANT shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The CONSULTANT is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY's Custodian of Public Records (COUNTY's Custodian) or COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. 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 contract term and following completion of the Contract, if the CONSULTANT does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of the Contract, the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the Contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

CONSULTANT acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the CONSULTANT to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

**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, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT [RECORDSREQUEST@PBCGOV.ORG](mailto:RECORDSREQUEST@PBCGOV.ORG) OR BY TELEPHONE AT 561-355-6680.**

#### **ARTICLE 25 - NON-DISCRIMINATION**

**A. Employer Non-Discrimination**

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the CONSULTANT warrants and represents that throughout the term of the Contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

**B. Commercial Non-Discrimination**

As a condition of entering into this Contract, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY's relevant marketplace in Palm Beach County. The

CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONSULTANT shall include this language in its subcontracts.

#### **ARTICLE 26 - AUTHORITY TO PRACTICE**

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. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

#### **ARTICLE 27 - SEVERABILITY**

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 28 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 29 - SCRUTINIZED COMPANIES**

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

#### **ARTICLE 30 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the CONSULTANT of the

COUNTY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs, in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment, and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

### **ARTICLE 31 - NOTICE**

All notices required in this Contract shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director  
Purchasing, Palm Beach County  
50 South Military Trail, Suite 110  
West Palm Beach, FL 33415

With a copy to:

Rebecca DeLaRosa, Director  
Legislative Affairs, Palm Beach County  
301 North Olive Avenue, Suite 701  
West Palm Beach, FL 33401

If sent to the CONSULTANT, notices shall be addressed to:

Albert Balido, Managing Partner  
Anfield Consulting Group, Inc.  
201 West Park Avenue, Suite 100  
Tallahassee, FL 32301

### **ARTICLE 32 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Contract may be added to, modified, superseded, or otherwise altered, except by written

instrument executed by the parties hereto in accordance with Article 30 - Modifications of Work.

**ARTICLE 33 - REGULATIONS; LICENSING REQUIREMENTS**

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

**ARTICLE 34 - COUNTERPARTS**

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

**THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY**

**IN WITNESS WHEREOF**, the Director of Purchasing of Palm Beach County, Florida, on behalf of the COUNTY, and the CONSULTANT have executed this Contract on the day and year above written.

PALM BEACH COUNTY, FLORIDA FOR ITS  
BOARD OF COUNTY COMMISSIONERS  
BY KATHLEEN M. SCARLETT  
DIRECTOR OF PURCHASING

\_\_\_\_\_  
Kathleen M. Scarlett, Director

WITNESSES:

CONSULTANT:

\_\_\_\_\_  
Signature

Anfield Consulting Group, Inc.  
Company Name

Noreen Reboso  
Name (type or print)

BY: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Albert Balido  
Typed Name

Melissa R. Lombard  
Name (type or print)

Managing Partner  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
County Attorney

**EXHIBIT A**  
**SCOPE OF WORK/SERVICES**  
**Contract No. 500636/LI**

**1. PURPOSE**

CONSULTANT shall represent Palm Beach County (COUNTY) and assist the Legislative Affairs Department (LAD) in interests before the Florida Legislature, its committees and members, and the Executive branch of the state government, including the Governor, Cabinet and state agencies.

**2. HISTORY AND BACKGROUND**

According to the 2017 figures, Palm Beach County has a base population of 1.417 million, making it the third largest county in Florida behind Miami-Dade (2.752 million) and Broward (1.936 million). About 55 percent of Palm Beach County residents live in one of 39 municipalities, while the remaining 587,844 live in unincorporated areas.

Not counting Lake Okeechobee (which covers 488,000 acres), Palm Beach County covers 1,971 square miles of land and is larger than two states: Rhode Island and Delaware. The County stretches along 45 miles of the Atlantic Ocean with urban areas to the east and more rural/agricultural areas to the west.

The three major multibillion-dollar industries in Palm Beach County are tourism, construction and agriculture. There are also many high-tech industries such as bioscience that contributes to the growing economy.

For nearly 25 years, the COUNTY has contracted with firms for professional lobbying services in order to successfully negotiate legislation and appropriation requests that benefit the diverse needs of the COUNTY. Given the large population and land mass of the County, combined with the size of our neighbors to the South - Broward and Miami-Dade, the COUNTY's professional lobbying needs are demanding. Currently the COUNTY has five state professional lobbying firms representing it with each firm being paid an annual contract amount of \$35,000.00.

The COUNTY currently monitors the following State of Florida issues specific to water and environmental resources:

**ENVIRONMENT AND NATURAL RESOURCES LEGISLATIVE PRIORITIES**

1. Lake Okeechobee Operations
2. Lake Okeechobee Watershed Restoration
3. Loxahatchee River Watershed Restoration Plan
4. Glades Region Infrastructure Improvement Plan
5. Beach and Inlet Management Project Appropriations

6. Loxahatchee River Preservation Initiative
7. Lake Worth Lagoon Initiative
8. Lake Okeechobee Restoration
9. Phase II of the J.W. Corbett Levee System Improvement Project
10. Mosquito Borne Disease Funding
11. Department of Environmental Protection – Land Management
12. Programs and Projects to Improve Water Quality
13. Programs and Projects to Support Coral Reef Protection
14. Petroleum Storage Tank Compliance Local Program Funding
15. Maintain Funding for the State Petroleum Cleanup Program
16. Resilience/South Florida Climate Change Compact
17. Exploratory Oil Drilling Operations Opposition
18. Modification of the Statewide Recycling Goal
19. Expansion of Reclaimed Water
20. Alternative Water Supply, Water Resource Development and Infrastructure Funding
21. Utility Worker Safety and Emergency Responder Status
22. Authority to Address At-Risk Vessels Blocking Ingress/Egress to County Recreational Areas
23. Florida Recreation Development Assistance Program
24. Central County Infrastructure Funding

### **3. CONSULTANT'S RESPONSIBILITIES**

- A. The CONSULTANT should, at a minimum, possess the following qualifications:
  - 1) A strong working knowledge of state legislative, administrative and regulatory processes as they relate to water and environmental resources;
  - 2) A clear understanding of large urban areas as well as large agricultural areas, including specific knowledge of Palm Beach County;
  - 3) A history of state lobbying experience; and
  - 4) A clear strategy for representing the COUNTY.
- B. The CONSULTANT shall work closely with the Palm Beach County Board of County Commissioners (BOARD), County Administration, and key staff members to accomplish the COUNTY's state legislative agenda related to water and environmental resources.
- C. The CONSULTANT must have positive, established, on-going relationships with key policymakers, decision makers and elected officials within the Palm Beach County Legislative Delegation, as well as key members of the Legislative branch, Governor's office, Cabinet and state agencies.
- D. The CONSULTANT shall effectively present and represent the water and environmental resource related issues of the COUNTY's State Legislative Agenda to Representatives, Senators, and Members of the Executive branch (including the



Governor, Cabinet and state agencies) in a direct lobbying effort on behalf of the COUNTY.

- E. The CONSULTANT shall assist with identifying and prioritizing water and environmental agenda items and aggressively acting to obtain appropriations for various projects within the COUNTY.
- F. The CONSULTANT shall have the responsibility of providing the COUNTY with weekly written status reports during Committee weeks and the annual Legislative Session, regular written status reports during other times of the year as directed by LAD, and shall provide presentations before the BOARD and senior staff at the conclusion of the annual Legislative Session and as otherwise requested.

**4. SCOPE OF WORK**

CONSULTANT shall provide services to include, but are not limited to, the following:

- A. Represent the COUNTY and the BOARD before the Florida Governor, Florida Legislature, state agencies and the South Florida Water Management District.
- B. Secure funding for water and environmental programs and projects which have been identified by the COUNTY as priorities, including proactive identification of new funding opportunities.
- C. Work closely with County Administration, the Director of LAD and COUNTY staff in researching current issues and providing background information.
- D. Coordinate with COUNTY's State Delegation in gaining support for the COUNTY's legislative agenda; assist in drafting appropriate correspondence, scheduling briefings and meetings and identifying key state contacts.
- E. Provide technical assistance and guidance to the Director of LAD in correspondence and reports.
- F. Identify key state contacts relating to specific COUNTY issues; propose and implement lobbying strategies to help support the COUNTY's state legislative agenda.
- G. Provide activity reports and periodic updates as directed by LAD on pending legislation.
- H. Identify special interest groups which may be working for or against the COUNTY's best interests, and agencies or local governments which may be competing for specific grants or appropriations, and help align support for the COUNTY's position.

- I. Develop a schedule for research reports and other activities in order to meet state guidelines, standards and deadlines.
- J. The CONSULTANT shall be available for weekly conference meetings during session and committee weeks and periodic calls outside of session, meetings with COUNTY staff in Tallahassee, Florida, as needed, and an annual presentation to the BOARD to take place in Palm Beach County, Florida.

**EXHIBIT B**  
**CONSULTANT'S SUBMITTAL**  
**Dated May 11, 2020**  
**Contract No. 500636/LI**  
**(Consisting of 53 Pages)**

**EXHIBIT C**  
**AFFIRMATIVE PROCUREMENT INITIATIVES (“API”s) FOR**  
**GOODS AND OTHER SERVICES**  
**Contract No. 500636/LI**

The API(s) approved for this project is listed below.

**SBE Evaluation Preference for SBE Prime Respondents - Other Services Contracts less than \$500,000**

**Up to 15 Points (up to 15% of the total evaluation points) are reserved to SBE prime respondents**

An SBE Evaluation Preference of up to 15 percent (15%) of the total number of available evaluation points for scoring of submittals shall be reserved for SBE prime respondents on Other Services Contracts valued at less than \$500,000

# **Anfield** [CONSULTING]

## **RESPONSE TO PALM BEACH COUNTY'S**

### **REQUEST FOR SUBMITTAL**

#### **RFS NO. 500636/LI 2020**

**(Date issued/available for distribution: April 23, 2020)**

## **STATE LEGISLATIVE AND EXECUTIVE BRANCH WATER AND ENVIRONMENTAL LOBBYIST SERVICES**

### **Submitted to:**

The Palm Beach County Purchasing Department  
50 S. Military Trail, Suite 110  
West Palm Beach, Florida 33415

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## 3.1 Experience / Qualification / Background / References Information

### 3.1.1 Firm Experience

The Anfield Consulting Group (Anfield) is a leader among environmental and growth management lobbying firms bringing their public and private sector clients a proven record of success with over 60 years of collective experience working in Florida's legislative and political arenas. In addition to efforts on behalf of its clients, Anfield is also committed to public service through *pro bono* advocacy to increase funding for the development and protection of water resources in partnership with the major county and municipal utilities in Florida. With a unique combination of technical and political experience, Anfield has the ability to comprehend and convey essential information about substantive policy issues of interest to Palm Beach County ("County" or "Palm Beach"). Anfield has developed strong relationships with members and staff of the Florida Legislature, environmental resource managers on federal, state, regional and local levels, and with interested professionals and stakeholders throughout Florida, allowing Anfield to provide services virtually unmatched in the profession.

Since 2006, Anfield's ability to work as part of a team developing strategies to achieve established goals and objectives and completing assignments to that end has allowed it to successfully secure passage of legislation and funding critical to Palm Beach County. If selected again, Palm Beach County would continue to enjoy the service of all Anfield firm members with the lead responsibilities for serving the County resting upon Frank Bernardino, Edgar G. Fernandez, and Natalie Fausel.



***a. Team Member Experience***

**Frank Bernardino** has over 35 years of experience working on water and natural resource management issues in Florida. He holds a Masters Degree in Biology and a Bachelor of Science degree in Environmental Studies, both from Florida International University. Frank applies his knowledge of the environment derived from years of field experience as a research assistant or principal investigator of studies of the amphibians and reptiles of Everglades National Park. His policy experience includes wetland planning and regulatory work at Miami-Dade County's Department of Environmental Resources Management and lobbying for the South Florida Water Management District. He is also experienced in developing regional restoration initiatives, as well as, comprehensive land use development programs for governmental organizations. Widely recognized as one of the most effective lobbyists in Tallahassee, in December of 2004, he was presented with the Florida Senate's prestigious "Medallion of Excellence" by then President Ken Pruitt "for his dedicated service in protecting Florida's natural resources." Frank is best known for his work in securing funding support for water management initiatives which have enabled local governments throughout the State to accelerate their implementation of key water supply, water quality and environmental restoration projects.

**Edgar G. Fernandez** has been working in the legislative and governmental arena for over 30 years serving in many capacities. Prior to joining Anfield in 2015 he was with Miami Dade County for 17 years. From 2007 to 2015 he served as the Senior Assistant responsible for coordinating the governmental affairs and policy development of all state and federal legislative and appropriations issues for the Miami Dade County Water and

Sewer Department. Mr. Fernandez from 2001 to 2007 also served as the Governmental Affairs Liaison and Assistant to the Miami-Dade County Manager which required coordinating county, state and federal legislative issues between the County Mayor, Board of County Commission, Office of Intergovernmental Affairs, other local governments and County Departments. Also from 1998 to 2001 he was the Director of Public Affairs and Chief of Staff to two County Commissioners. Prior to working for Miami-Dade County, from 1992 to 1998, he was the Senior Field Director for the Florida Medical Association, where he was responsible for all legislative, membership and political action issues for the Central, Southeast and Southwest Florida Regions. Additionally, from 1989 to 1992 he was a Senior Legislative aide in the Florida Senate and House of Representatives. In 2015 he retired from the U.S. Air Force Reserves where he served in both active duty and active reserves.

**Natalie Fausel** has served over 20 years in the land use, water resources, and climate resilience fields. Natalie holds a Bachelor's and Master's in Marine Policy from the University of Miami and the University of Rhode Island respectively and is a member of the Palm Beach Planning Congress, American Planning Association, and Association of Climate Change Officers. Prior to joining the Anfield team, she served as the Florida Director of Government Affairs for Renew Financial, a Property Assessed Clean Energy Financing (PACE) company. Recently, Natalie served as Palm Beach County's first Climate Change and Sustainability Coordinator leading the County's climate change and sustainability efforts including representation with the Southeast Florida Regional Climate Change Compact and working across departments to identify, prioritize, plan, develop, promote, and coordinate climate change and sustainability initiatives in the

areas of water, energy, transportation, and procurement, to name a few. Her experience further incorporates 9 years at the South Florida Water Management District including work in intergovernmental coordination, regional water supply planning, sea level rise and climate change issues, water conservation and alternative water supply, and policy analysis. From 1999 to 2006, she was also at the South Florida Regional Planning Council as an economic planner, the City of Hollywood as the Zoning Manager and Development Review supervisor, and Calvin Giordano and Associates, Inc. where she worked on large developments, DRIs, and providing local community development services.

***b. Local Government Experience***

Since 1988, the Anfield team has provided continuous service to local governments in Florida either as employees of the political subdivision or through contracted lobbying and consulting services. As a result, Mr. Bernardino, Mr. Fernandez, and Ms. Fausel have extensive experience working for and representing local governments. Mr. Bernardino was an employee of Miami-Dade County for 10 years. Mr. Fernandez was an employee of Miami-Dade County for 16 years, and Ms. Fausel was an employee of local southeastern Florida municipal governments for over 8 years. Together through Anfield (or The WREN Group, Anfield's predecessor) the team members have represented county and municipal governments throughout Florida (list available upon request) before the legislative and executive branches, including Palm Beach County.

***c. Knowledge of Issues Important to Local Governments***

Due to their prior employment with local government and the South Florida Water Management Districts, as well as current private sector work the Anfield team members have worked on many issues of importance to local governments including:

- Resiliency Funding and Legislation
- Reclaimed Water Legislation
- Ocean Outfall Legislation
- Water Quality Protection Legislation
- Comprehensive Everglades Restoration Plan - State Statutes
- Everglades Forever Act
- Florida Forever Legislation
- Water Policy Legislation (including HB 715 in 1997, SB 444 in 2004, and SB 712 in 2020)
- “Green Utilities” Legislation
- Land Use Planning Legislation
- Property Assessed Clean Energy Legislation
- Coral Reef Protection
- Petroleum Underground Storage Tanks Program
- Dry-cleaning Clean-up Program
- Brownfield Redevelopment
- Local Government Delegation Provisions of the Environmental Resource Permit Program Statutes and Rules
- Mitigation Banking Statutes & Rules
- Wetlands Mitigation Criteria for Melaleuca Infested Wetlands
- Mangrove Protection Statutes

Through the present, Anfield continues to promote legislation critical to Palm Beach County relating to the protection of the Everglades, the Lake Worth Lagoon and Loxahatchee River, employee safety, the use and governance of reclaimed water resources.

Anfield has developed distinct expertise relating to the appropriations process and has an unparalleled record for securing support for key projects and initiatives. Specific examples are included below.

***d. Understanding both large Urban and Rural Community Needs***

The representation of Palm Beach County is among the most challenging in that, due to its size and diversity, it can lay claim to being both urban (metropolitan area serving a population closing in on 1.5 million) and rural (some of the most productive farmland in the eastern United States). Effective advocacy for such a diverse community requires experience in growth management and an understanding of the challenges faced by each sector. Anfield's members possess such a skill gained globally through the past representation working for and representing the State's Regional Planning Councils and locally through its representation of small rural communities like the City of Wauchula in Hardee County, the City of Frostproof in Polk County, and the City of Flagler Beach in Flagler County. Close to home in Palm Beach County, the members of Anfield have worked directly with the Lake Okeechobee Communities and their legislative representatives to address some of their critical infrastructure needs. Our understanding of their unique geographical and financial challenges makes Anfield an effective voice when promoting greater investment by the State in these communities.

### 3.1.2 Appropriations and Legislative Success

#### a. Appropriations

During his eight-year employment with the South Florida Water Management District (SFWMD), Mr. Bernardino assisted local communities in securing nearly \$250 million in funding support for local projects and restoration initiatives. As a member of Palm Beach County's legislative affairs team, the Anfield members helped secure the following:

<u>FY 2006/07 Projects</u>	<u>Amount</u>
Lake Region Water Treatment Plant	\$ 4,000,000
Loxahatchee River Preservation	\$ 3,722,550
Lake Worth Lagoon Restoration	\$ 2,000,000
Chain of Lakes	\$ 1,250,000
C-51 Sediment Mgmt. Project	\$ 500,000
Lake Okeechobee Scenic Trail	\$ 1,000,000
L.O. Scenic Trail Head Pavilion	\$ 500,000

#### FY 2007/08 Projects

Lake Region Water Treatment Plant	\$ 400,000
Loxahatchee River Preservation	\$ 1,300,000
Lake Worth Lagoon Restoration	\$ 500,000
Chain of Lakes	\$ 200,000

FY 2008/09 through FY 2011/12 no member projects were approved by the Legislature. A CBIR process was not restored until FY 2013/14.

#### FY 2013/14 Projects

Glades Utility Authority	\$ 1,000,000
Loxahatchee River Preservation	\$ 1,300,000
Lake Worth Lagoon	
• Lake Park Seagrass	\$ 125,000
• Monastery Reef	\$ 125,000
• Monitoring	\$ 150,000
• North Palm Beach Shore	\$ 100,000

FY 2014/15 Projects

Lake Region Water Infrastructure	\$ 1,000,000
Loxahatchee River Initiative	\$ 2,076,718
Lake Worth Lagoon Restoration	\$ 2,075,000
C-51 Reservoir Implementation	\$ 500,000

FY 2015/16 Projects

Glades Utility Authority	\$ 500,000
Lake Worth Lagoon Stormwater Master Plan	\$ 500,000

FY 2016/17 Projects

Lake Region Water Infrastructure	\$ 1,500,000
Loxahatchee River Initiative	\$ 1,050,000
Lake Worth Lagoon Restoration	\$ 2,000,000
J.W. Corbett Levee	\$ 500,000
C-51 Reservoir Implementation	\$ 2,000,000

FY 2017/18 Projects

Lake Region Water Infrastructure	\$ 1,000,000
Loxahatchee River Initiative	\$ 650,000
Lake Worth Lagoon Restoration	\$ 1,000,000
C-51 Reservoir Implementation*	\$30,000,000
* Loan in SB 10	

FY 2018/19 Projects

Loxahatchee River Initiative	
• Jupiter Inlet Village WQ Improv.	\$ 628,760
• Jupiter Jones Creek Preserve	\$ 3,740
• Lox. River Imperial Woods	\$ 117,500
Lake Worth Lagoon Restoration	\$ 750,000

FY 2019/20 Projects

Loxahatchee River Initiative	\$ 700,000
Reef Protection & Disease Research	\$ 1,500,000

FY 2020/21 Projects

Loxahatchee River Initiative	\$ 800,000
Lake Worth Lagoon Restoration	\$ 850,000
Reef Protection & Disease Research	\$10,000,000

***b. Substantive Legislation***

Directly related to Palm Beach County, in addition to the previously listed legislative issues Anfield has successfully worked on, the firm has also successfully drafted and secured support and passage of key pieces of legislation. A particularly pertinent example is HB 639 relating to reclaimed water which passed in 2012. Among the provisions of importance to the County were those providing that reclaimed water is an alternative water supply and eligible for such funding, as well as, new statutory language prohibiting water management districts from requiring or restricting services provided by reuse utilities.

In 2014 Anfield members also played a critical role in drafting and securing the adoption of amendments to the report prepared by the Senate Select Committee of the Indian River Lagoon, Caloosahatchee River and Lake Okeechobee Basins, which providing key findings and funding in support of the County's environmental restoration programs for the Loxahatchee River and Lake Worth Lagoon. Additional provisions were included relating to the implementation of the C-51 Reservoir in western Palm Beach County, a priority project for Palm Beach County Utilities.

In 2017 the Anfield team members worked on SB 10 relating to the Everglades Agricultural Area (EAA) & C-51 Reservoirs. Specifically, the team secured language creating a new revolving loan fund for the development of reservoirs (including a \$20 million dollar loan for the implementation of the C-51 reservoir), as well as other provisions intended to mitigate for the economic loss of agricultural lands in the EAA to the South Bay communities.



In 2019 and 2020 Anfield members worked on SB 712 relating to Water Quality Improvements. This legislation sets forth significant changes to the regulation of urban and agricultural water quality, including agricultural BMPs and biosolids management. The team was significantly engaged in the provision relating to direct potable reuse which would have significantly impacted Palm Beach County. Although most of the provisions of the direct potable provisions were not ultimately adopted, Anfield drafted and secured the support of President Designate Simpson for amendments to the provisions that would have had the greatest adverse impact to the County.

### 3.1.3 References

NOTE: Anfield has four full-time employees whose hours are allocated to ensure full client representation and completion of all assigned tasks.

Client:	Polk County
Contact:	Lea Ann Thomas Asst. County Manager Polk County BOCC P.O. Box 988, Bartow, Florida 33831 (863) 534-6031 Office (863) 534-6011 Fax LeaAnnThomas@polk-county.net
Contract Value:	\$90,000/yr
Dates of Service:	2006 to Present
Services:	Tracking of legislation impacting the County. Drafting legislation, securing sponsors for bills and amendments and passage of same. Promote and secure appropriations for projects as requested. Serve as a representative and spokesperson in meetings with state, regional and local governmental entities, members of the Florida Legislature, executive and legislative branch staff, and other stakeholders involved in the regulation or management of natural resources in Florida.

Client: Monroe County  
Contact: Roman Gastesi  
County Manager  
1100 Simonton Street, Suite 2-205  
Key West, FL 33040  
(305) 292-4441 Office  
(305) 292-4544 Fax  
Gastesi-Roman@MonroeCounty-FL.Gov

Contract Value: \$51,432/yr  
Dates of Service: 2015 to Present  
Services: Tracking of legislation relating to natural resources impacting the County. Drafting legislation, securing sponsors for bills and amendments and passage of same. Promote and secure appropriations for projects as requested. Serve as a representative and spokesperson in meetings with state, regional, and local governmental entities, members of the Florida Legislature, executive and legislative branch staff, and other stakeholders involved in the regulation or management of natural resources in Florida.

Client: Broward County  
Contact: Marty Cassini  
Intergovernmental Affairs and Boards Section Manager  
115 S. Andrews Ave, Room 426  
Fort Lauderdale, FL 33301  
(954) 357-7575 Office  
(954) 357-6573 Fax  
MCassini@broward.org

Contract Value: \$54,000/yr  
Dates of Service: 2008 to Present  
Services: Tracking of legislation relating to natural resources impacting the County. Drafting legislation, securing sponsors for bills and amendments and passage of same. Promote and secure appropriations for projects as requested. Serve as a representative and spokesperson in meetings with state, regional, and local governmental entities, members of the Florida Legislature, executive and legislative branch staff, and other stakeholders involved in the regulation or management of natural resources in Florida.

### **3.1.4 Conflicts of Interest**

Anfield is not aware of any conflicts of interest between Palm Beach County and any of the private or public sector clients we represent. In the near 15-year period that we have been working with the County, Anfield has never advocated for a position contrary to that of the County. Anfield has not represented a client engaged in litigation or administrative proceedings against the County or are aware of any present client who has placed the County on notice of potential claims or disputes. Anfield has not represented any clients in contractual negotiations with the County nor is aware of any anticipated or pending condemnation proceedings involving one of its clients and the County.

## **3.2 PROJECT APPROACH / UNDERSTANDING INFORMATION**

In the natural and water resources arena, Palm Beach County's legislative agenda has always reflected the County's commitment to the protection of the quality of life of its citizens as well as the environment. The County has consistently promoted legislation which advances the right of local governments to control and efficiently develop its water resources for the benefit of future growth, agriculture, and the unique natural resources areas of which it is a proud steward.

### **3.2.1 Water Supply, Environment and Growth Management**

Palm Beach County remains a leader with respect to policies governing the use and protection of water supplies. At present the County projects a 25% population growth by 2025 and is actively engaged in the planning and implementation of projects to meet that demand. This projected urban demand is exceeded by an agricultural demand which supports the greatest amount of sugarcane acres under cultivation anywhere in the United States, as well as, vegetables, melons, potatoes, and sweet potatoes. Additionally, in 2013 the Palm Beach County Water Utilities Department took over the Glades Utility Authority, which serves the cities of South Bay, Belle Glade, and Pahokee. For years, the County had promoted state funding for and directly invested in this failing utility.

Meeting the needs of all users in the Palm Beach County is a three-pronged approach requiring: additional emphasis on conservation, expansion of the use of reclaimed water and development of additional storage capacity. Although specific projects are too

detailed to include in this response, examples of the County's efforts toward ensuring a sufficient supply of water include:

- The continued efforts with various local government entities and other stakeholders to promote congressional and state legislative actions to compel the US Army Corps of Engineers and the SFWMD to implement the necessary projects to secure the restoration of minimum flows and levels in the Loxahatchee River Watershed.
- The development and sale of reclaimed water to FPL for their West County Energy Center thus eliminating the need for groundwater withdrawals to serve that facility.
- The joint agreement with Broward County to convey and distribute significant volumes of reclaimed water to southern Palm Beach County; and
- The continued support for the development of the C-51 Reservoir in western Palm Beach County in partnership with the SFWMD, Broward County, and several municipal governments in the region.

Palm Beach County's efforts towards the protection of its natural resources are arguably without equal in Florida. No local government has sponsored and maintained programs for the protection of its water bodies longer than Palm Beach County. The members of Anfield have been involved in these efforts in partnership with the County dating back to the late 1990s. In fact, Mr. Bernardino has been given awards by the Loxahatchee River Preservation Initiative for his efforts on behalf of that cooperative. As evidenced in the appropriations portion of this response above, the County has consistently advocated

for funding for protection / restoration of the Loxahatchee River, Lake Worth Lagoon, the Chain of Lakes, and more recently Estuarine Restoration.

1. The Loxahatchee River is the southernmost tributary of the Indian River Lagoon and a designated Wild and Scenic River. Development along the River's watershed has altered much of the natural flow resulting in water quality and quantity impacts. For nearly 20 years the County has worked with the Loxahatchee River Preservation Initiative members, which include multiple agencies at all levels of government as well as community stakeholders, to continuously monitor the status of the entire watershed and implement projects to improve and protect the natural resources within the watershed.
2. The Lake Worth Lagoon (LWL) estuary stretches 20 miles along the shores of 13 municipalities and has been subjected to pollution and habitat losses for decades. Palm Beach County and its partners have worked to implement a plan to restore the Lagoon. The LWL Initiative provides a 50-50 cost-share program to local governments for projects to benefit the Lagoon. To date \$76 million have been dedicated to restoring the Lagoon.
3. The Chain of Lakes system covers 30 miles from West Palm Beach to Delray Beach and includes five lakes: Pine, Clarke, Osborne, Eden, and Ida, as well as a significant portion of Lake Okeechobee. A management plan was approved for the lakes to provide fish and wildlife habitat along the lake shorelines, improve water quality, and reduce stormwater discharges. For years the County has taken the lead in implementing projects to protect the smaller inland lakes; however, in 2014 the County advocated a new focus on Lake Okeechobee to

restore native wetlands habitat thereby enhancing fisheries and wildlife utilization. These efforts are on-going.

4. New in 2014 was the County's effort to promote the protection of nearly 270 miles of estuarine shoreline. In 2011 the County completed an Estuarine Enhancement Project Assessment Study which identified "56 potential projects including mangrove wetland and creation, rip rap shoreline stabilization, seagrass and oyster bed creation, hydrologic flushing improvements, upland hammock restoration and artificial reef projects." Some of these are being implemented locally with partners; however, additional funding from the State would greatly accelerate their implementation and benefits.

As previously mention, in addition to these projects the County has consistently advocated for and championed state and federal support for beach restoration.

### **3.2.2 Effective Working Relationships**

Access to information and key policy makers is perhaps the most important part of a lobbyists job. Anfield has and maintains positive working relationships with the members of the Florida Cabinet and members in leadership positions in the Florida Senate and House of Representatives, as well as with senior staff in their offices. Anfield also enjoys a productive relationship with members of the Palm Beach County Legislative delegation. Anfield is fortunate to also have positive relationships with State Agency Secretaries and Water Management District Executive Directors and staff, many of whom will routinely seek Anfield members out for advice on critical issues.

As a long-time member of Palm Beach County's legislative team, the firm members have long held relationships with the County's elected officials and staff. These

relationships, which include past co-worker relationships with the directors of key County departments, give Anfield the unique ability to interact with staff in a manner that ensures consistency of messaging with key policy makers.

### **3.2.3 Method for Communication with County Staff**

The successful representation of any client commences with understanding the clients' goals and developing a sound strategy for accomplishing well defined objectives.

Despite the fact the scope of services under this RFS is primarily focused on legislative work, the issues impacting Palm Beach County's projects and programs are constantly evolving. Anfield maintains a year-round (nearly weekly) communication with County staff in order to remain informed about policy changes that could impact the County. Similarly, Anfield maintains communication year-round with legislators and committee staff alike.

During session and committee weeks Anfield communicates daily with the Director of the Legislative Affairs Department (LAD). During the session Anfield also generates a weekly report which is submitted to the LAD and key County staff summarizing the actions of the legislature during the prior week.

### **3.2.4 Overview of Tasks and Deliverables**

Anfield has reviewed the project tasks and deliverables listed in Section 4, SCOPE OF WORK/SERVICES in the subject solicitation and is prepared to satisfy all of the County's work requirements including, but not limited to:

- a. Representing the County and the Board of Commissioners before the Florida Governor, Florida Legislature, state agencies, and the South Florida Water Management District. As previously indicated, Anfield enjoys strong working



relationships with key decisions makers and staff in the executive and legislative branches of State Government, as well as, the South Florida Water Management District.

- b. Securing funding for water and environmental programs and projects which have been identified by the County as priorities, including proactive identification of new funding opportunities. See the Appropriations section above.
- c. Working closely with County Administration, the LAD Director, and County staff in researching current issues and providing background information. Anfield prides itself in engaging year-round with County staff to ensure awareness of all state agency, regional planning council, and water management district actions which may impact the County.
- d. Coordinating with the County's State Delegation in gaining support for the County's legislative agenda, assist in drafting appropriate correspondence, scheduling briefings and meetings, and identifying key state contacts.
- e. Providing technical assistance and guidance to the LAD Director in correspondence and reports. Again, the substantive experience of the Anfield team members as environmental, water resources, and growth management planning professionals in Florida enhances our ability to assist the LAD in the preparation of written communications.
- f. Identifying key state contacts relating to specific County issues and proposing and implementing lobbying strategies to help support the County's state legislative agenda. The continued confidence of not only County staff but also the delegation

allows Anfield to effectively advise legislators and County staff on strategies to secure passage of the County's priorities.

- g. Providing activity reports and periodic updates as directed by LAD on pending legislation. Throughout the course of a legislative session Anfield generates weekly reports summarizing the actions of the legislature. These are distributed to the LAD and key County department staff.
- h. Identifying special interest groups which may be working for or against the County's best interests and agencies or local governments which may be competing for specific grants or appropriations to better align support for the County's position.
- i. Developing a schedule for research reports and other activities in order to meet state guidelines, standards and deadlines. Anfield works with the LAD to ensure that all deadlines for submittals of both policy and appropriations priorities are met.
- j. Anfield's team has consistently been available for weekly conference meetings during session and committee weeks and periodic calls outside of session, meetings with County staff in Tallahassee, Florida, as needed, and has participated in the annual presentation to the Board of Commissioners in Palm Beach County, Florida where all the County's legislative efforts are discussed.

### **3.2.5 Required County Resources**

The effective representation of any governmental entity not only requires effective communication between the client and those representing it, but also the commitment of staff resources by the local government in order to ensure timely and accurate information is disseminated on its behalf. Beyond the efforts of the County's legislative

affairs staff this also requires the active engagement of department directors and executive level staff in the office of the County administrator.

Anfield has always been able to rely upon the timely response of information requests from the Department of Environmental Resources Management and Palm Beach County Utilities' staff as well as County Attorney staff, as required. A similar level of commitment of County resources will be required to ensure continued legislative policy and appropriations success.

### **3.2.6 Project Approach**

#### ***a. Substantive Legislation***

Once a policy matter requiring substantive legislative action is identified by the County:

- Anfield works with the County to conduct research, draft policy papers and legislation aimed at promoting the County's position.
- With the consent of the County, Anfield will "shop" the concept or language with a broad cross-section of stakeholders with the goal of securing support or identifying concerns. This could include face-to-face meetings or teleconferences facilitated and organized by Anfield.
- Anfield would brief key legislative staff as to the County's position and interest in amending state statutes.

- Upon completion of the reconnaissance phase of the legislative process Anfield would work with the Director of Legislative Affairs and other County staff engaged in the issue on a strategy to secure approval of the County's position.
- Anfield would support the County staff as they seek to obtain approval from the County Commission for the issue to be formally added to the County's legislative agenda and introduced for consideration in the upcoming session.
- In consultation with the County's LAD, Anfield would identify the appropriate legislators to sponsor the measures.
- Once legislative session begins, Anfield continuously works with County staff, other members of the County's legislative team, legislators, state agencies, and all interested stakeholders to secure approval through the committee process and finally full chamber approval in the both the Florida Senate and House of Representatives.
- Anfield has and would continue to be an active and productive participant in the weekly team meetings in Tallahassee, providing updates on the County priorities.
- Anfield would provide the County's legislative affairs office with a weekly written report highlighting actions which impact a stated County interest.
- If the County's measure is approved, Anfield would work with the Executive Office of the Governor to secure his signature.
- After the session, Anfield will produce a written report which includes a summary of all the bills being promoted or monitored for the County and would be

available as needed for briefings and reports to the Board of County Commissioners.

- On a programmatic level, during session, Anfield is available on a 24/7 basis to address any issues and/or attend any meetings required by the County.
- Anfield would remain available throughout the remainder of the year to assist County staff with any natural and water resource related matter upon request.

### ***b. Appropriations***

One of the hallmarks of Anfield is our understanding of the State appropriations process. As evidenced in the success we have enjoyed representing Palm Beach County in the past, Anfield strives to ensure the County is aware of the constantly changing process for the submittal and approval of appropriations requests.

Every year the members of Anfield meet with the House and Senate Appropriations Sub-committee chairs and staff regarding the history and significance of Palm Beach County's water resource funding needs. Mr. Bernardino is regularly invited to make formal presentation before the sub-committees about the state of water infrastructure funding in Florida. Such is the acknowledged expertise Anfield's members have in this area of the budget. The approval by voters of the Water and Lands Constitutional Amendment in 2015 and the resulting litigation currently pending before the State Supreme Court is likely to result in dramatic changes to how funds for water resources are allocated by the State. It is anticipated that the legislature will allocate an additional \$500 million dollars per year over the next 10 years for land acquisition and projects like the ones Palm Beach County has sought support for in the past.

Once the County has identified its funding priorities for the year:

- Anfield works with the County staff to draft the member request forms aimed at securing the County's request as well as "one pagers" which are often used to educate legislative members and staff about the projects being proposed.
- With the consent of the County, Anfield will "shop" the request with a broad cross-section of stakeholders with the goal of securing support or identifying concerns. This could include face-to-face meetings or teleconferences facilitated and organized by Anfield.
- Anfield would brief key legislative members and staff, as well as the Executive Office of the Governor as to the County's position and interest in the requested projects.
- In consultation with the County's LAD, Anfield would identify the appropriate legislators to sponsor the requests.
- Once the session begins, Anfield continuously work with County staff, other members of the County's legislative team, legislators, the Governors' Office, state agencies, and all interested stakeholders to secure approval through the committee process in the House and finally inclusion of the request in the General budget proposals of both the Florida Senate and House of Representatives.
- Once the budget conference begins, Anfield continuously work with County staff, other members of the County's legislative team, legislators, the Governor's

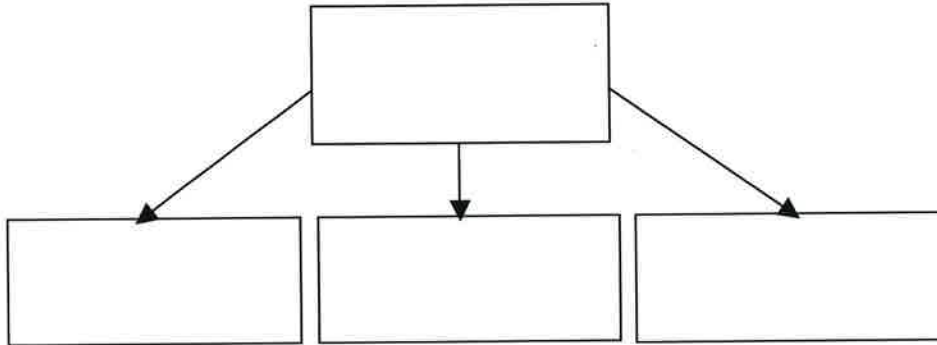
Office, to secure inclusion of the request in the final General Appropriations Act (GAA).

- If the County's measure is included in the GAA, Anfield would work with the Executive Office of the Governor to avoid a veto of the specific line item and secure his approval.
- After the session, Anfield will produce a written report which includes a summary of the GAA and would be available as needed for briefings and reports to the Board of County Commissioners.
- On a programmatic level, during session, Anfield is available on a 24/7 basis to address any issues or attend any meetings required by the County relating to execution of agreements with state agencies and the water management district to release the funds allocated in the GAA..
- Anfield would remain available throughout the remainder of the year to assist the County staff with any programmatic natural and water resource related funding.

In addition to the legislative efforts, Governor DeSantis has championed the establishment of various grant programs through Department of Environmental Protection (DEP) and the SFWMD. For example, the SFWMD has initiated an Alternative Water Supply (AWS) cooperative grant program and annually seeks input from local governments on alternative water supply, reclaimed water and conservation projects or programs. Anfield tracks these opportunities and encourages the County to take full advantage of this opportunity.

### 3.3 KEY PERSONNEL AND OPERATIONS INFORMATION

#### 3.3.1 Organizational Chart of Lobbying Staff



The members of the firm are supported during session by Noreen Reboso (Admin.), Alejandro Garcia (Legislative Analyst) and one or two interns which are retained annually to assist with any task.

#### 3.3.2 Key Personnel

As indicated earlier the key personnel that will be assigned to support this contract will be Frank Bernardino; however, all the members of the firm will be registered on behalf of the Palm Beach County and will be available to support the County. Copies of the resumes of all the members are included in the submittal.

#### 3.3.3 Team Member Roles

Mr. Bernardino will be the lead person assigned to the contract with respect to all substantive and appropriations matters, including preparation or reviewing any submittals. Mr. Fernandez and Ms. Fausel will provide substantive support for all policy



and appropriations legislative matters (research and drafting). That said, all three Anfield partners will be actively engaged in the development of the County's legislative package (substantive and appropriations) as well as its advocacy pursuant to the process previously outlined. Unless some unforeseen issue arises, all will participate in the weekly meetings of the legislative team. At a minimum one will be present at every meeting. Ms. Rebozo will be responsible for the submittal of all billings and satisfying any administrative requirements of the contract.

### **3.3.4 Similar Work Experience**

It has been the privilege of Anfield to represent Palm Beach County on natural and water resources and growth management matters for many years. Mr. Bernardino and Mr. Fernandez have worked on many issues of importance to local government including:

- Growth Management Legislation
- Reclaimed Water Legislation
- Comprehensive Everglades Restoration Plan - State Statutes
- Everglades Forever Act
- Everglades Restoration Strategies Legislation
- Florida Forever Legislation
- Water Policy Legislation (including HB 715 in 1997, SB 444 in 2004 and SB 712 in 2020)
- "Green Utilities" Legislation
- Petroleum Underground Storage Tanks Program
- Coral Reef Protection
- Dry-cleaning Clean-up Program
- Solid Waste Recycling Legislation
- Brownfield Redevelopment
- Local Government Delegation Provisions of the Environmental Resource Permit Program Statutes and Rules

- Mitigation Banking Statutes & Rules
- Wetlands Mitigation Criteria for Melaleuca Infested Wetlands
- Mangrove Protection Statutes

Through the present Anfield continues to promote legislation critical to Palm Beach County relating to, the protection of the Everglades, the Lake Worth Lagoon and Loxahatchee River, employee safety, the protection of water quality, the use and governance of reclaimed water resources.

As a member of Palm Beach County's legislative affairs team, since 2006 Anfield has helped secure \$41,374,268 in direct line item appropriations to implement the County's water resources and environmental restoration projects and initiatives, and an additional \$31,500,000 for the implementation of the C-51 Reservoir and Coral Reef Protection.

### **3.3.5 Current Workload**

Although fortunate to have other clients, Anfield is staffed to be fully capable of providing Palm Beach County with the staff resources needed to successfully complete all assigned tasks.

### **3.3.6 Accessibility to Palm Beach County**

Anfield employees reside and operate out of Lake Clarke Shores, Miami, and Tallahassee, and are prepared to travel, as requested, for meetings (including meetings of the Florida Association of Counties) and are available on a 24/7 basis for general communications, coordination, supervision and the scheduling of work.

### **Exhibit 3.3.a Resumes of Anfield Staff**

- Frank Bernardino
- Edgar G. Fernandez
- Natalie Fausel

# FRANK BERNARDINO

2220 Armistead Road • Tallahassee, FL 32308  
561.718.2345 (Cell) • 866.500.9736 (Office) • frank@anfieldflorida.com

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Senior manager with significant experience in legislative and intergovernmental affairs. Skilled in securing legislative support for substantive amendments to Florida Statutes and state appropriations. Uniquely knowledgeable regarding federal, state and local environmental regulatory and land-use regulations. Excellent background in environmental regulation, growth management and planning, water supply protection and development, wetlands ecology, the Everglades, and the state of Florida and water management district budget processes. Experienced in developing regional restoration initiatives. **Proven areas of Legislative and Rule Making experience include:**

- Comprehensive Everglades Restoration Plan - State Statutes
- Everglades Forever Act
- Florida Forever
- Water Policy Legislation (including HB 715 in 1997; SB 444 in 2004 & SB 552 in 2016)
- Mitigation Banking Statutes & Rules

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## PROFESSIONAL EXPERIENCE

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### **Anfield Consulting Group ♦ Tallahassee and West Palm Beach, FL**

*Anfield Consulting is an affiliate of the WREN Group, Inc. which also represents local and regional governments and private sector entities, providing sound advice and experienced representation before the Florida Legislature, Executive Branch, Water Management Districts, and other governments on all aspects of growth management and environmental policy and regulation.*

#### **Member ♦ January 2011 – Present**

- Provides strategic consulting and planning for successfully securing consulting services contracts for projects associated with the implementation of water resource development and natural resource protection and restoration programs.
- Serves as representative and spokesperson of clients in meetings with federal, state, regional and local governmental entities, members of the Florida Legislature, legislative branch staff, other stakeholders.
- As needed, represents clients as one of their designated lobbyists before the Florida Legislature during Regular Sessions and any and all Special Sessions that may convene.
- Promotes the dedication of recurring and non-recurring state revenues for the implementation of water supply development projects and programs intended to improve the quality of surface and ground waters in Florida.

### **The WREN Group, Inc. ♦ Tallahassee and West Palm Beach, FL**

*The WREN Group represents local and regional governments and private sector entities, providing sound advice and experienced representation before the Florida Legislature, Executive Branch, Water Management Districts, and other governments on all aspects of growth management and environmental policy and regulation.*

#### **Managing Member ♦ September 2005 – January 2011**

- Provides strategic consulting and planning for successfully securing consulting services contracts for projects associated with the implementation of water resource development and natural resource protection and restoration programs.

- Serves as representative and spokesperson of clients in meetings with federal, state, regional and local governmental entities, members of the Florida Legislature, legislative branch staff, other stakeholders.

### **South Florida Water Management District ◊ West Palm Beach and Miami, FL**

#### **Legislative Affairs Representative ◊ June 2000 – August 2005**

##### **Lead Planner ◊ January 1998 – May 2000**

- Managed all of the activities of the legislative affairs team in Tallahassee.
- Interfaced with federal, state and local governmental entities, as well as, agricultural, industrial, land development and environmental organizations to promote sound water resource protection and management policies, and to create positive relationships with legislative, community and civic leaders.
- Represented the agency in various inter-state organizations aimed at promoting the development of alternative water supplies and progressive water resource management regulations at the federal level.
- Coordinated the development and implementation of policy relating to Everglades restoration for the office of the Executive Director.

### **Miami-Dade County Department of Environment Resources Management**

#### **Assistant to the Director ◊ April 1993 – December 1997**

##### **Environment Resource Project Supervisor ◊ October 1991 – March 1993**

##### **Biologist I and II ◊ May 1988 – September 1991**

- Represented the County before the Florida Legislature on natural resource management issues.
- Acted as the County's liaison to federal, state and regional environmental resource entities.
- Supervised the DERM Wetland Planning Program.
- Supervised the DERM Freshwater Wetlands Regulatory Program

### **Florida International University / Everglades National Park ◊ Homestead, FL**

#### **Research Assistant ◊ June 1984 -January 1989**

- Participated in the collection of field data, data management and analysis in support of a comprehensive study of the reptiles and amphibians of Everglades National Park.

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## **EDUCATION**

**B.S. in Environmental Studies ◊ Florida International University, Miami, FL (1987)**

**M.S. in Biology ◊ Florida International University, Miami, FL (1990)**

**References available upon request**

**Edgar G. Fernandez**  
Email: [edgar@AnfieldFlorida.com](mailto:edgar@AnfieldFlorida.com)  
(786) 255-5755

Mr. Fernandez has been working over 29 years in the legislative and intergovernmental affairs arena with significant experience in water and sewer federal and state legislative and regulatory issues.

**(02/15 – Present) Member - Anfield Consulting  
Tallahassee, Florida**

Provides strategic consulting and planning for successfully securing consulting services contracts for projects associated with the implementation of water resource development and natural resource protection and restoration programs, as well as public infrastructure in education and transportation. Serves as representative and spokesperson of clients in meetings with federal, state, regional and local governmental entities, members of the Florida Legislature, legislative branch staff, other stakeholders.

As needed, represents clients as one of their designated lobbyists before the Executive Branch and the Florida Legislature during Regular/Special Sessions that may convene. Tracks proposed environmental and growth management bills; and secure legislators to serve as spokespersons advocating the position and goal(s) of our clients.

**(05/07 – 02/15) Senior Assistant Governmental Affairs/Policy Development  
Miami-Dade County Water and Sewer Department**

Serve as intergovernmental affairs liaison between Board of County Commissioners, Mayor's staff, State/Federal legislators, municipalities and all agencies. Represents the department at meetings with water and sewer utilities, water and sewer associations, water management district, state and federal officials, high level government administrators and local / national trade, civic and business groups. Coordinates with NACWA, AWWA, FS/AWWA, FWEA and other water and sewer associations to assure the department's position on national and state water and sewer policy issues is considered when such organizations lobby for national and state water and sewer utilities.

**(05/02 – 05/07) Assistant to the County Manager/County Manager's Governmental Liaison  
Miami-Dade County**

Assisted in the professional, operational and administrative work for the County Manager and senior staff in the coordination and provision of a variety of County-wide services to include, but not limited to, policy formulation law enforcement, transportation, culture and recreation, infrastructure, human services and internal operations responsible for effectively assisting in coordinating and managing a variety of countywide departmental assignments. Responsible for the day to day operations, procurement, office management, personnel administration, budget for the County Manager's Office. Coordinated intergovernmental issues between the Board of County Commissioners, Mayors Intergovernmental staff and County departments, municipalities, county, state and federal agencies.

**(07/98 - 05/01) Director of Public Affairs/Executive Assistant/Chief of Staff to Miami-Dade County Commissioners**

Managed and implemented all public affairs and protocol programs. Assisted Commissioner and Director of Policy and Legislation with assigned departments and BCC Agenda workshops and legislative matters. Attended community meetings, rallies, Homeowner groups, function and any other meetings with and on behalf of Commissioner and served as liaison with community organizations and municipalities.

**Senior Field Director - Director South Florida Office  
Florida Medical Association  
November 1992 – July 1998**

**Senior Legislative Aide/Legislative Assistant IV  
Florida Senate & House of Representatives  
May 1990 – September 1992**

**Recognitions and Affiliations**

Member of the Florida Association of Professional Lobbyists (FAPL) and earned a Designated Professional Lobbyist (DPL) distinction.

Served honorably in the United States Air Force Active Duty and Reserves for 32 years until 2015.

**References Available Upon Request**

# NATALIE FAUSEL

(561) 317-0889 • [nfausel1899@gmail.com](mailto:nfausel1899@gmail.com) • [www.linkedin.com/in/natalie-schneider-fausel](http://www.linkedin.com/in/natalie-schneider-fausel)

## EXPERTISE

Florida Growth Management Policy and Land Planning and Development  
Water Resources Management, Supply Planning, and Conservation  
Environmental Protection, Renewable Energy, Sustainability and Climate Change Resiliency  
Property Assessed Clean Energy (PACE) Financing and Administration  
Public Speaking/Presenting, Organizing Local, Regional and State Focus Groups and Summits

## SIGNIFICANT ACCOMPLISHMENTS

- Development of local, regional and state policies supporting sustainability, water resource protection, restoration and climate change adaptation.
- Administration of grant programs totaling over \$25 million.
- Authored position papers on impact of climate change/sea level rise, mining, inland port effects, and growth management.
- Authored sea level rise policy due diligence reports for private sector client.
- Planning and development of the 8<sup>th</sup> Annual Southeast Florida Regional Climate Summit.
- Project Manager for SFWMD Comprehensive Water Conservation Plan.

## EXPERIENCE

### Partner

September 2019 – Present

*Anfield Consulting, Inc.*

*Tallahassee, FL*

- Responsible for finances, strategic planning, and engagement for Resiliency Florida, a statewide non-profit composed of public and private entities advocating and promoting solutions-based strategies to adapt to extreme weather and sea level rise.
- Build and maintain relationships with clients, engage in position development, and lobby Florida legislative members on clients' behalf.
- Manage development of weekly legislative reports, including legislative analysis and coordinating of team member activities.

### Freelance Consultant

March 2019 – August 2019

- Senior Advisor to Association of Climate Change Officers (ACCO).
- Developed sea level rise due diligence reports for Deady Law, LLC.
- Conversion of City of West Palm Beach STAR certification to newly created LEED for Cities & Communities.

### Director, Florida Region – Government Affairs

October 2017 – March 2019

*Renew Financial Group, LLC – Property Assessed Clean Energy (PACE) Provider*

*Oakland, CA*

- Increased Florida population access to PACE financing by 20% within 1 year.
- Manage cross-functional teams in the areas of consumer protection and consumer financial services.
- Liaison to regulators, legislators, government officials and industry participants.
- Coordinate/draft/review language for PACE regulations, ordinances, and agreements.

### Climate Change & Sustainability Coordinator – County Administration

April 2015 – October 2017

*Palm Beach County, Board of County Commissioners*

*West Palm Beach, FL*

- Managed County projects to reduce energy use including PACE and lighting retrofits.
- Responsible for county-wide coordination and integration of climate resilience and sustainability relating to Southeast Florida Regional Climate Change Compact.



## NATALIE FAUSEL

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- Promoted climate resilience and sustainability for Palm Beach County inclusive of elected officials, municipal staff, the media, residents and the business community.
- Facilitated County-wide focus group for stormwater modeling.
- Organized the 8<sup>th</sup> Annual SE FL Regional Climate Summit – national and international speakers.
- Legislative analyst for regulatory and legislative developments related to resilience and sustainability.

### **South Florida Water Management District**

**April 2006 – March 2015**

*Served in several management and leadership positions, Water Resources and Intergovernmental Programs*

- Developed local, regional, and state processes and policies to support sustainability, water resource protection, restoration, and climate change adaptation, in partnership with stakeholders.
- Collaborated with FDEP for development of SFWMD's sea level rise process paper.
- Speaker/Presenter on climate change, emergency operations, sector planning, and water supply.
- Administered various grant programs totaling over \$25 million for FY11-13.
- Drafting, review, analysis and integration of water resource and growth management policies and legislation for development of comprehensive plans and water resource management projects.
- Managed/directed staff in alternative water supply implementation, intergovernmental policy and planning analyses, and economic and planning reviews internally and externally.
- Developed processes decreasing review time and inconsistencies for water supply work plans.
- Liaison to State Emergency Operations Center, Regional Planning Councils, regional growth management effort, and regional growth management stakeholder groups.

### **Senior Planner – Development Review and Comprehensive Planning**

**2004 – 2006**

*Calvin, Giordano & Associates, Inc.*

*West Palm Beach, Florida*

- Coordinated creation of Master Development Site Plans for large- and small-scale developments.
- Project manager/consultant and proposal development in land purchase due diligence.
- Interim Community Development Director for Town of Lake Park, FL.

### **Senior Planner – Economic Development and Coastal Resources**

**2002 – 2003**

*South Florida Regional Planning Council*

*Hollywood, Florida*

- Project Manager for the Florida Keys Carrying Capacity Impact Analysis Model.
- Chair, Comprehensive Plan and Land Development Regulations Committee, Marine Industries Association of South Florida. Coordination of group to implement the Marine Master Plan.
- Administered the Council's Federal Economic Development Administration grant.
- Moderator and speaker for economic development forums.

### **Principal Planner – Development Review and Comprehensive Planning**

**2003 – 2004**

*City of Hollywood*

*Hollywood, Florida*

- Coordinated, supervised staff application review and served as liaison to Planning & Zoning Board.
- Wrote and presented land use/code amendments to Planning & Zoning Board and Commission.

### **Zoning Administrator – Community Planning Division**

**1999 – 2002**

- Supervised staff, land development & proposals, permit reviews, municipal text amendments.
- Liaison to municipal boards, city departments, and the public.
- Coordinator & author for City-Wide Master Plan and subsequent guidance manual.

# NATALIE FAUSEL

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## CERTIFICATIONS & MEMBERSHIPS

Association of Climate Change Officers	2015 – present
American Water Resource Association, member	2012 – present
Palm Beach Planning Congress, member	2009 – present
American Institute of Certified Planners – certification	2006 – present
American Planning Association – National and State Chapters, member	1999 – present
Town of Lake Clarke Shores Code Enforcement Board, member	2017 – 2019
American Society of Adaptation Professionals	2015 – 2018
SE FL Regional Climate Compact Steering Committee, member	2015 – 2017
Town of Lake Park Planning & Zoning Board, Vice-Chair	2011 – 2013

## EDUCATION

**M.A. Marine Policy, University of Rhode Island**

**B.A. Marine Policy, University of Miami**

### **3.4 BUSINESS LOCATION / LOCAL PREFERENCE**

Although the Anfield firm official business license and address are in Tallahassee, a member of the Anfield firm has resided, worked and paid residential property taxes in Palm Beach County throughout the course of the County's engagement with Anfield (including the WREN Group corporation, Anfield predecessor which began in 2006).

This is still the case. Our physical presence in the County allows the firm to respond to or attend local meetings as requested, even on short notice. In addition, working from Palm Beach County allows the Anfield team members frequently attend or monitor the meetings of the SFWMD Governing Board, as well as those of other government and trade associations (like the Southeast Utilities Council or SEFLUC) where policy matters that could impact the County's interest are discussed.

### **3.5 COMMERCIAL NON-DISCRIMINATION**

Anfield hereby agrees to comply with the County's Commercial Non-Discrimination Policy as described in Resolution 2017-1770 as amended. In accordance with Palm Beach County Code Section 2-80.24, Anfield hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Anfield also acknowledges that without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, Anfield understands and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the submittal submitted by Anfield for this solicitation, and to terminate any contract awarded based on the response.

At the time of submittal submission, the respondent shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final

adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

Further Anfield hereby submits that it, nor The WREN Group (Anfields' predecessor) have ever been accused of any discrimination against its subcontractors, vendors, suppliers or commercial customers.

**3.6 APPENDIX A PRICE SUBMITTAL PAGES**  
**RFS NO. 500636/LI**  
**Page 1 of 2**

The following price is submitted as the all inclusive price to provide the Legislative Affairs Department with Water and Environmental Lobbyist Services in accordance with the Requirements/Scope of Work/Services set forth in this RFS document.

The Total Submitted Annual Price shall remain fixed for the term of the Contract and the four (4) twelve (12) month renewal options, if exercised, and shall be paid in equal monthly payments.

**TOTAL SUBMITTED ANNUAL PRICE \$35,000.00**

The Respondent certifies by signature below the following:

- a. This price is current, accurate, complete, and is presented as the Total Price, including "out-of-pocket" expenses (if any), for the performance of this Contract in accordance with the Requirements/Scope of Work/Services of this RFS.
- b. This Submittal is current, accurate, complete, and is presented to the County for the performance of this Contract in accordance with all the requirements as stated in this RFS.
- c. The Submittal is submitted without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Submittal for the same materials, services, and supplies and is, in all respects, fair and without collusion or fraud.
- d. The financial stability to fully perform the terms and conditions as specified herein. The County reserves the right to request financial information from the respondent at any time during the solicitation process and in any form deemed necessary by the County.

**APPENDIX A PRICE SUBMITTAL PAGES**  
**RFS NO. 500636/LI**  
**Page 2 of 2**

e. The information in Section 3.5 Commercial Non-Discrimination Certification is true and correct to the best of the Respondent's knowledge.

f. There are no legal proceedings required to be disclosed, as required by Section 3.5 Commercial Non-Discrimination, except as disclosed in Respondent's submittal, if any.

Note: Failure to certify and submit the required information, if applicable, shall deem your submittal non-responsive.

**IMPORTANT: FAILURE TO SUBMIT THESE PAGES, INCLUDING ALL REQUIRED INFORMATION AND SIGNATURES, WILL BE CAUSE FOR "IMMEDIATE REJECTION" OF THE ENTIRE SUBMITTAL RESPONSE.**

**NAME (PRINT):** Albert Balido

**TITLE:** Managing Partner

**COMPANY:** Anfield Consulting Group, Inc.

**ADDRESS:** 210 West Park Ave. Ste 100 Tallahassee, FL 32301

**TELEPHONE NO.** 866-960-5939

**SIGNATURE:**



**3.7 APPENDIX B BUSINESS INFORMATION  
RFS NO. 500636/LI**

Full Legal Name of Entity: Anfield Consulting Group, Inc.  
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 210 West Park Ave. Ste 100 Tallahassee, FL 32301

Telephone Number: ( 866 ) 960-5939 Fax Number: ( \_\_\_\_\_ )

Form of Entity:

- Corporation  
 Limited Liability Company  
 Partnership, General  
 Partnership, Limited  
 Joint Venture  
 Sole Proprietorship

Federal I.D. Number: 27-2784703

(1) If Respondent is a subsidiary, state name of parent company.


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Caution: All information provided herein must be as to Respondent (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes  No

If **yes** to the above, as of what date? 2010

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Respondent acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

**SIGNATURE:** 

**NAME (PRINT):** Albert Balido

**TITLE:** Managing Partner

**COMPANY:** Anfield Consulting Group, Inc.



**APPENDIX C - OEBO Schedules 1, 2, 3(A), 4**  
**RFS NO. 500636/LI**  
**(INSERT FROM RFP)**

## OEBO SCHEDULE 1

### LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: STATE LEGISLATIVE AND EXECUTIVE BRANCH WATER AND ENVIRONMENTAL LABORIST SERVICES

SOLICITATION/PROJECT/BID No.: 500636/LI 2020

NAME OF PRIME RESPONDENT/BIDDER: Anfield Consulting Group, Inc.

ADDRESS: 201 West Park Avenue, Suite 100 Tallahassee, FL 32301

CONTACT PERSON: Frank Bernardino

PHONE NO.: 866-960-5939 E-MAIL: frank@anfieldflorida.com

SOLICITATION OPENING/SUBMITTAL DATE: 4-23-2020/ 5-15-2020

DEPARTMENT: Legislative Affairs Department

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE **PRIME CONTRACTOR/CONSULTANT** ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT. \$35,000.00 by Prime Contractor

Name, Address and Phone Number	X	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK				
		Non-SBE	M/WBE Minority/Women Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other <small>(Please Specify)</small>
1. Anfield Consulting Group, Inc. 201 West Park Avenue, Suite 100 Tallahassee, FL 32301	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. N/A	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Total				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Total Bid Price \$ 35,000

Total SBE - M/WBE Participation 0

I hereby certify that the above information is accurate to the best of my knowledge: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Managing Partner  
Title

- Note:
1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
  2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
  3. Modification of this form is not permitted and will be rejected upon submittal.

**OEBO LETTER OF INTENT – SCHEDULE 2**

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 500636/U 2020

SOLICITATION/PROJECT NAME: STATE LEGISLATIVE AND EXECUTIVE BRANCH WATER AND ENVIRONMENTAL LOBBYIST SERVICES

Prime Contractor: Anfield Consulting Group, Inc. Subcontractor: N/A

(Check box(s) that apply)

SBE  WBE  MBE  M/WBE  Non-S/M/WBE Date of Palm Beach County Certification (if applicable): N/A

The undersigned affirms they are the following (select one from each column if applicable):

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>
<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Caucasian American <input type="checkbox"/> Supplier

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
N/A					
N/A					
N/A					
N/A					
N/A					
N/A					

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: \_\_\_\_\_

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

N/A  
Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant

Price or Percentage: N/A

Anfield Consulting Group, Inc.  
Print Name of Prime

By:   
Authorized Signature

Albert Balido  
Print Name

Managing Partner  
Title

Date: 5/11/20

N/A  
Print Name of Subcontractor/subconsultant

By: \_\_\_\_\_  
Authorized Signature

N/A  
Print Name

N/A  
Title

Date: N/A

**OEBO Schedule 3(A)  
PROFESSIONAL SERVICES ACTIVITY REPORT**

Date: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project No.: \_\_\_\_\_ BCC Resolution No.: \_\_\_\_\_  
Original Contract Amt.: \$ \_\_\_\_\_ Amended Contract Amt.: \$ \_\_\_\_\_  
CSA Project Name: \_\_\_\_\_  
CSA Project No.: \_\_\_\_\_ CSA Project Amt.: \$ \_\_\_\_\_  
CSA BCC Resolution No. (if applicable): \_\_\_\_\_ CSA Payment Application No.: \_\_\_\_\_

Prime Consultant: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Phone # \_\_\_\_\_ Email: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_  
Total Percentage of work performed to date by Prime: \_\_\_\_\_

**SUB-CONSULTANTS**

1. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_
  
2. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_
  
3. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_
  
4. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_
  
5. Firm Name: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_ Start Date: \_\_\_\_\_  
Amount Paid to Date: \_\_\_\_\_ % Completed: \_\_\_\_\_

I hereby certify that the above is accurate to the best of my knowledge.

\_\_\_\_\_  
Signature Title

Revised 03/11/2019

**OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION**

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. A completed release of lien form can be submitted in lieu of a Schedule 4.

This is to certify that N/A received a  
(Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of \$ \_\_\_\_\_ from \_\_\_\_\_  
(Prime Contractor Name)

On \_\_\_\_ / \_\_\_\_ / \_\_\_\_ for my \_\_\_\_ Invoice for labor and/or materials supplied  
MM DD YYYY Month

On \_\_\_\_\_ / \_\_\_\_\_  
(Project Name) (Project No.)

DEPT.: \_\_\_\_\_ TASK ORDER/WORK ORDER/DELIVERY ORDER/PURCHASE ORDER/ NO.: \_\_\_\_\_

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: \_\_\_\_\_

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: \_\_\_\_\_

**If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.**

\_\_\_\_\_  
Name of 2<sup>nd</sup>/3<sup>rd</sup> tier Subcontractor/subconsultant Price or Percentage:  
\_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Subcontractor/subconsultant)

\_\_\_\_\_  
(Name & Title of Person executing on behalf of Subcontractor/  
subconsultant)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_ (year), by \_\_\_\_\_ (name of person  
acknowledging).

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_ Type of Identification \_\_\_\_\_

**APPENDIX D - Certification of Business Location  
(INSERT FROM RFP)**

**APPENDIX D  
CERTIFICATION OF BUSINESS LOCATION  
RFS NO. 500636/LI**

In accordance with the Palm Beach County Local Preference Code, a preference may be given to: (1) respondents having a permanent place of business in Palm Beach County ("County"); or (2) respondents having a permanent place of business in the Glades that are able to provide the goods, services or construction to be utilized or built within the Glades. To receive a local preference, respondents must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of any solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the respondent to provide the goods/services to be purchased, and will be used to verify that the respondent had a permanent place of business prior to the issuance of the solicitation. The respondent must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of submittal submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the respondent to not receive a local preference.

In instances where the respondent is exempt by law from the requirement of obtaining a Business Tax Receipt, the respondent must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the respondent had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said respondent for additional information related to this requirement after the submittal due date.

N/A I. Respondent is a:

\_\_\_\_\_ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

\_\_\_\_\_ Headquarters located in Palm Beach County  
 \_\_\_\_\_ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

\_\_\_\_\_ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

\_\_\_\_\_ Headquarters located in the Glades  
 \_\_\_\_\_ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of respondent's County Business Tax Receipt verifies respondent's permanent place of business.

THIS CERTIFICATION is submitted by Albert Balido, as  
 (Name of Individual)

Managing Partner, of Anfield Consulting Group, Inc.  
 (Title/Position) (Firm Name of Respondent)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the respondent on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the respondent.

  
 \_\_\_\_\_  
 (Signature)

5/11/20  
 \_\_\_\_\_  
 (Date)

**APPENDIX E**  
**DRUG-FREE WORKPLACE CERTIFICATION**  
**RFS NO. 500636/LI**

IDENTICAL TIE SUBMITTALS - In accordance with Section 287.087, F.S., a preference will be given to vendors submitting with their submittals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements of the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 through 2-80.34. In the event tie submittals are received from vendors who have not submitted with their submittals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie submittals.

This Drug-Free Workplace Certification form must be executed and returned with the attached submittal, and received on or before time of submittal opening to be considered. The failure to execute and/or return this certification shall not cause any submittal to be deemed non-responsive.

Whenever two (2) or more submittals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Albert Balido the

(Individual's Name)

Managing Partner

(Title/Position with Company/Vendor)

of Anfield Consulting Group, Inc.

(Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

  
\_\_\_\_\_  
Signature

5/11/20  
\_\_\_\_\_  
Date



**EXHIBIT C**  
**AFFIRMATIVE PROCUREMENT INITIATIVES (“API”s) FOR**  
**GOODS AND OTHER SERVICES**  
**Contract No. 500636/LI**

The API(s) approved for this project is listed below.

**SBE Evaluation Preference for SBE Prime Respondents - Other Services Contracts less than \$500,000**

**Up to 15 Points (up to 15% of the total evaluation points) are reserved to SBE prime respondents**

An SBE Evaluation Preference of up to 15 percent (15%) of the total number of available evaluation points for scoring of submittals shall be reserved for SBE prime respondents on Other Services Contracts valued at less than \$500,000