

Anfield [CONSULTING]

AGREEMENT FOR PROFESSIONAL SERVICES

This contract for professional services (hereinafter referred to as “Agreement”) is by and between Anfield Consulting, Inc. a privately-owned corporation registered in the State of Florida (hereinafter referred to as “ANFIELD”), and the City of North Miami Beach, a Florida municipal corporation (hereinafter referred to as "CLIENT"). ANFIELD and CLIENT shall collectively be referred to as the “Parties.”

(1) Statement of Need

WHEREAS, CLIENT is seeking to secure lobbying support before the Florida Legislature relating to the pending consideration of legislation which would impact the City’s ability to collect certain fees, taxes or rates relating to the provision of drinking water and wastewater services outside the city’s municipal boundaries, and

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

NOW THEREFORE, CLIENT wishes to retain ANFIELD for the purposes of assisting CLIENT in promoting legislation and policies which protect the City’s ability to exercise its rights pursuant to section 180.191, Florida Statutes, to collect rates outside of its municipal boundaries.

(2) Services: ANFIELD shall assist CLIENT with lobbying issues relating to water resources management, including utility services and related fees, taxes, and rates, before the State Legislature and the Executive Branch including all relative agencies. All representations made by the ANFIELD team on CLIENT’S behalf shall be subject to prior approval by CLIENT’S authorized representative, which shall be the City Manager of designee.

(3) Term and Compensation: The term of this Agreement will commence on February 1st, 2024 and June 30, 2024. CLIENT will pay ANFIELD the sum of FORTY-NINE THOUSAND dollars (\$49,000.00) to perform the services specified in Section (2) (the total sum may also be referred to as the “Fee”). Fee payment shall be made as follows: a retainer in the amount of NINETEEN THOUSAND dollars (\$19,000.00) due within five (5) days of Agreement execution; four (4) additional payments in the amount of SEVEN THOUSAND FIVE HUNDRED dollars (\$7,500.00), each payable monthly beginning with the following month, and upon receipt of an invoice from ANFIELD. All payments will be made by check or money order consistent with Section (3) of this Agreement, and the Florida Prompt Payment Act.

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

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

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

(6) Governing Law: This Agreement is executed in the State of Florida and shall be construed, interpreted, and governed by the laws of such state, and by all applicable laws of the United States of America. Venue for any dispute shall be in a court of competent jurisdiction in Miami-Dade County. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL.

(7) Confidentiality: ANFIELD acknowledges and understands that this Agreement and the services rendered to the CLIENT are confidential between the two Parties and that a violation or breach of confidentiality is cause for termination and other relief pursuant to section (5) of this Agreement.

(8) Public Records: Pursuant to Section 119.0701 Florida Statutes, ANFIELD agrees to:

a. Keep and maintain public records in ANFIELD'S possession or control in connection with ANFIELD'S performance under this Agreement. ANFIELD shall 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 Agreement, and following completion of the Agreement until the records are transferred to CLIENT.

b. Upon request from CLIENT'S custodian of public records, ANFIELD shall provide CLIENT 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Unless otherwise provided by law, all records, including reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CLIENT. Notwithstanding, it is always understood that ANFIELD's workpapers shall remain the sole property of ANFIELD and are not subject to the terms of this Agreement.

d. Upon completion of this Agreement or in the event of termination by either party, all public records relating to the Agreement in the possession of ANFIELD shall be delivered to CLIENT, at no cost, within seven (7) days. All such records stored electronically by ANFIELD shall be delivered to CLIENT in a format that is compatible with CLIENT's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, ANFIELD shall destroy all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree, and it is understood, that ANFIELD will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated because of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

e. Any compensation due ANFIELD shall be withheld until all records are received as provided herein.

f. ANFIELD's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by CLIENT.

ANFIELD SHALL COMPLY WITH THE REQUIREMENTS OF SECTION 119.071, FLORIDA STATUTES, TO THE EXTENT APPLICABLE TO ANFIELD. IF ANFIELD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ANFIELD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19TH AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100.

(9) CLIENT is a Florida municipal corporation, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving CLIENT's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

(10) ANFIELD shall maintain and carry in full force during the Term the insurance required herein, unless waived in writing by the CLIENT's Risk Manager. Upon CLIENT's notification, ANFIELD shall furnish to CLIENT's Procurement Management

Division Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- a. Worker's Compensation Insurance for all employees of ANFIELD as required by Chapter 440, Florida Statutes. Should ANFIELD be exempt from this Chapter, ANFIELD and each employee shall hold CLIENT harmless from any injury incurred during performance of the Agreement. ANFIELD shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the Term of this Agreement or a copy of a Certificate of Exemption.
 - b. ANFIELD shall carry professional liability insurance or other form of insurance, which shall provide coverage of not less than \$1,000,000.
 - c. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate for bodily injury and property damage. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach, 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.
 - d. If applicable, Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with this Agreement, in an amount not less than \$1,000,000 per occurrence. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach, 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage.
- (11) This Agreement is non-exclusive. CLIENT retains the right to engage the services of additional third-party service providers.
- (12) ANFIELD certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status, or handicap. ANFIELD further agrees that neither it, nor any parent company, subsidiaries or affiliates are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.
- (13) ANFIELD certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, CLIENT may immediately terminate this Agreement at its sole option if ANFIELD or its subcontractors are found to have submitted a false certification; or if ANFIELD or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(14) If this Agreement is for more than one million dollars, ANFIELD certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, CLIENT may immediately terminate this Agreement at its sole option if ANFIELD, its affiliates, or its subcontractors are found to have submitted a false certification; or if ANFIELD, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the Term of the Agreement.

(15) ANFIELD agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Section 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

(16) ANFIELD warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ANFIELD, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for ANFIELD any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

(17) This Agreement shall remain in full force and effect only as long as the expenditures provided for have been appropriated by the City Commission of the City of North Miami Beach in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

(18) Pursuant to Section 448.095(2), Florida Statutes, ANFIELD must:

a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees.

b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes.

c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to CLIENT upon request.

d. Comply fully, and ensure all its subcontractors comply fully, with Section 448.095, Florida Statutes.

e. Be aware that a violation of Section 448.09, Florida Statutes (unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement.

f. Be aware that if CLIENT terminates this Agreement under Section 448.095(2)(c), Florida Statutes, ANFIELD may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated.

(19) Agreement Execution. It is acknowledged that each party hereto was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties. The Parties, after reviewing, reading, and understanding the contents of this document, do hereby execute this Agreement by their respective signatures. This Agreement is effective as of the date of the last signature below.

ATTEST:
Andrise Bernard, MMC
Clerk of the Board
By: Andrise Bernard
Deputy Clerk

City of North Miami Beach, a Political
subdivision of the State of Florida
By: [Signature]
Mario A. Diaz,
North Miami Beach City Manager

Date Signed by City 2/5/2024

Reviewed as to form and legal
sufficiency: [Signature]
City Attorney's Office - Date

ATTEST:
By: _____
Print Name: _____
Notary
Date: _____

Anfield Consulting, Inc.
A Florida corporation
By: [Signature]
Print Name: Albert Balido
Title: Managing Partner