



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 Indian River County of the State of Florida (hereinafter referred to as "CLIENT"). ANFIELD and CLIENT shall collectively be referred to as the "Parties."

(1) Services: ANFIELD shall assist CLIENT with lobbying all relevant issues before the State Legislature and the Executive Branch including all relative agencies. Specific services shall include, tracking of legislation impacting the County, drafting legislation as needed, securing sponsors for bills and amendments and passage of same. Promoting and secure appropriations for projects as requested. In addition ANFIELD shall 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 in Florida.

All representations made by ANFIELD on CLIENT'S behalf shall be subject to prior approval by CLIENT'S authorized representative, Jason Brown, County Administrator or his designee.

(2) Term and Compensation: The term of this Agreement will commence on January 1, 2019, and end December 31, 2019. CLIENT will pay ANFIELD the sum total of one hundred and twenty thousand dollars (\$120,000.00) to perform the services specified in Section (1) (the total sum may also be referred to as the "fee"). Fee payment shall be made as follows: twelve (12) payments in the amount of ten thousand dollars (\$10,000.00) each shall be payable monthly beginning with the following month, and upon receipt of an invoice from ANFIELD. All payments will be made by check or money order consistent with Section (3) of this Agreement.

After consultation and with prior approval from CLIENT, ANFIELD may retain the services of third parties as necessary to successfully complete all assignments from CLIENT. Unless otherwise agreed to by CLIENT any additional representation shall be included under the terms of this agreement.

The retainer and monthly fee payable to ANFIELD covers all incidental costs or fees related to services provided by subcontractors identified by ANFIELD and authorized by CLIENT for retention such as regular U.S. mail, copies, and telephone. However, ANFIELD shall be entitled to reimbursement in addition to the retainer and monthly fee for those additional expenses including but not limited to business travel, lodging, state or local lobbying registration or renewal fees, express mail costs, costs of preparing

presentation materials needed to represent the client, and similar related costs during the term of the agreement. ANFIELD will discuss such expenditures before incurring them and to receive **prior authorization** for said expenses from CLIENT'S authorized representative, Jason Brown, County Administrator.

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

(4) Renewal and Termination: This Agreement may be modified or extended only by a written document signed by both Parties. Conversely, either Party may terminate this Agreement prior to the date (if applicable) established in section (2) of this Agreement by providing written notice to the other Party thirty (30) days prior to the desired date of termination. CLIENT shall pay ANFIELD for any and all services and CLIENT approved expenses during the term of this Agreement up to and until the established date of termination. In the event of early termination, the final amount to be paid shall be established on a pro-rata basis based on number of business days in a calendar year. If retainer and monthly fee exceed the pro-rata amount due, ANFIELD shall remit the difference within 30 days of termination in a check or money order payable to: Baptist Health Care.

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

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

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

For Anfield Consulting, Inc.:

Albert Balido, Managing Member

Date Executed

For Indian River County:

Jason Brown, County Administrator

Date Executed

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: 

Dylan Reingold, County Attorney