



### 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 St. Augustine 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 the State Legislature where directed and the Executive Branch and its agencies and subdivisions where directed. All representations made by ANFIELD on CLIENT'S behalf shall be subject to prior approval by CLIENT'S authorized representative John Regan.

(2) Term and Compensation: The term of this Agreement will commence on November 1, 2022 and end on October 31, 2023. CLIENT will pay ANFIELD the sum total of Thirty Four Thousand Five Hundred Dollars (\$34,500.00) to perform the services specified in Section (1) (the total sum may also be referred to as the "fee"). Fee shall be paid as a first month payment of Ten Thousand Five Hundred Dollars (\$10,500.00) due at the time of execution, followed by monthly installments of Four Thousand Dollars (\$4000.00). All payments will be made by check or money order consistent with Section (3) of this Agreement. The retainer and monthly fee payable to ANFIELD covers all incidental costs or fees related to services provided by subcontractors identified by ANFIELD and authorized by CLIENT for retention such as regular U.S. mail, copies, and telephone. In addition, ANFIELD shall be responsible 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.

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

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

difference within 30 days of termination in a check or money order payable to: City of St. Augustine.

(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 the Anfield Consulting, Inc.:



Albert Balido, Managing Partner

2/28/2022

Date Executed

For The City of St. Augustine:



Name (Title) John P. Regan, City Manager

11/22/22

Date Executed

## Exhibit A

### Compliance With Public Records Act

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (904) 825-4207  
**Email:** [recordsrequest@citystaug.com](mailto:recordsrequest@citystaug.com)  
**Mailing Address:** City of St. Augustine  
Public Records Custodian  
Darlene Galambos, City Clerk  
P.O. Box 210  
St. Augustine, Florida 32085-0210

Pursuant to Chapter 119, Florida Statutes, the Contractor shall comply with the provisions of the Florida Public Records Act, specifically to:

1. Keep and maintain public records required by the City to perform the Work.
2. Upon request from the City's custodian of public records, provide the City 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, Florida Statutes, or as otherwise provided by law.
3. 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 contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
6. If the Contractor does not comply with the City's public records request for records, the City shall consider such noncompliance a material default of the terms of the contract and shall seek such remedies for such default as provided in

the contract or at law.

7. A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under F.S. 119.10.

## **Exhibit B**

### **2023 Legislative Priorities**

- Land acquisition from the Internal Improvement Trust Fund (IITF+).
  - The IITF owns a parcel on State Road A1A that would be an ideal site to construct a new resilient fire station.
  - The existing fire station on State Road A1A would be vacated and available for purchase by the Florida Department of Transportation in order to construct a new roadway section which has been a hazard to vehicles, pedestrians and bicycles.
  - The City requests legislative support for the IITF to affect the City purchase of the IITF parcel as well as legislative support for the FDOT to purchase the City's parcel and appropriate design and construction funding for the highway redesign.
  
- Legislative appropriation for construction of an above-described resilient fire station.
  
- Legislative appropriation for construction of gravity sewer lines throughout the West Augustine in order to convert homes from septic to gravity sewer.