



**OFFICE OF THE TOWN MANAGER**

Rafael G. Casals, ICMA-CM, CFM  
*Town Manager*

October 18, 2023

Frank Bernardino Partner  
Anfield Consulting  
201 West Park Avenue, Suite 100  
Tallahassee, FL 32301

Re: Contract Renewal "Option" between the Town of Cutler Bay and Anfield Consulting Inc.

Dear Mr. Bernardino,

Reference is made to the above contract between the Town of Cutler Bay ("Town") and Anfield Consulting, Inc. to provide professional consulting services. As stated in the Professional Services Agreement (Exhibit "A") dated April 12, 2012, Section 2, "This will have a term commencing April 1, 2012 and terminating March 31, 2013. However, the parties may agree to an extension of the Agreement on such terms and conditions as are mutually agreeable to the parties".

There have been multiple Renewal Options since 2013 with the most recent executed on April 27, 2022, with a termination date of March 31, 2023. At this time, the Town desires to once again implement the renewal "Option" of said contract via the Professional Services Agreement dated April 12, 2012. Thus, upon your acceptance, this contract will remain in full force and effect until March 31, 2024.

We are very pleased with the level of services provided by Anfield Consulting, Inc., and look forward to working together in the upcoming years.

If you should have any questions or concerns, feel free to contact me at (305) 234-4262 or [rcasals@cutlerbay-fl.gov](mailto:rcasals@cutlerbay-fl.gov)

Sincerely,

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Rafael G. Casals, ICMA-CM, CFM  
Town Manager

*Frank Bernardino*  
Frank Bernardino (Oct 19, 2023 12:57 EDT)

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Frank Bernardino  
Partner

Cc: Mauricio Melinu, Town Clerk, Town of Cutler Bay



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF CUTLER BAY  
AND  
ANFIELD CONSULTING, INC.**

April **THIS AGREEMENT** (this "Agreement") is made effective as of the 11<sup>th</sup> day of April, 2012 (the "Effective Date"), by and between the **TOWN OF CUTLER BAY**, a Florida municipal corporation (hereinafter the "Town"), and **ANFIELD CONSULTING INC.**, a Florida corporation (hereinafter the "Consultant").

**WHEREAS**, the Consultant and Town, through mutual negotiation, have agreed upon a scope of services and fee for strategic consulting services; and

**WHEREAS**, the Town desires to engage the Consultant to perform the services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows:

1. **Scope of Services.**

1.1. The Consultant shall furnish such professional services as described in the Proposal, dated September 15, 2011, attached hereto and made a part hereof as Exhibit "A" (the "Proposal").

2. **Term/Commencement Date.**

2.1 This Agreement will have a term commencing April 1, 2012 and terminating March 31, 2013. However, the parties may agree to an extension of the Agreement on such terms and conditions as are mutually agreeable to the parties.

3. **Compensation and Payment.**

3.1 In consideration of the foregoing services, the Town agrees to pay the Consultant \$1,000 per month.

3.2 Any Expenses incurred by the Consultant in the representation of the Town will be included in the monthly retainer. These will include local transportation, messenger and long distance services. Travel outside of Miami-Dade County will be reimbursed only if authorized in advance by the Town of Cutler Bay.

3.3 Consultant shall deliver an invoice to Town no more often than once per month. Fees shall be paid in arrears each month, pursuant to Consultant's

invoice. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act.

4. **Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Project.

4.2 Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Town Manager, which approval may be granted or withheld in Town Manager's sole discretion.

5. **Town's Responsibilities**

5.1 Town shall make available any documents and other data pertinent to the services and in possession of the Town upon Consultant's request.

6. **Consultant's Responsibilities**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the services for the Project as is ordinarily provided by a consultant under similar circumstances.

6.2 The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the services for Town as an independent contractor of the Town.

7. **Conflict of Interest.**

7.1 Neither Consultant nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Consultant's loyal and conscientious exercise of judgment related to its performance under this Agreement.

8. **Termination.**

8.1 The Town Manager, with or without cause, may terminate this Agreement upon thirty (30) days written notice to the Consultant.

8.2 Upon receipt of the Town's written notice of termination, Consultant shall immediately stop work, unless directed otherwise by the Town Manager.

8.3 In the event of termination by the Town, the Consultant shall be paid for the remainder of the month in which the Consultant was terminated,

provided that the Consultant has first complied with the provisions of Paragraph 8.4. After payment for the remainder of the month, the Town shall not be responsible for any other payments to the Consultant.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, and data pertaining to the services to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Nondiscrimination.**

9.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment, if any, because of their race, age, color, religion, sex, sexual orientation, national origin, marital status, physical or mental disability, or political affiliation and to abide by all Federal and State laws regarding nondiscrimination.

10. **Attorneys Fees and Waiver of Jury Trial.**

10.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

10.2 In the event of any litigation arising out of this Agreement, **each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.**

11. **Indemnification.**

11.1 Consultant shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement.

11.2 The provisions of this section shall survive termination of this Agreement.

12. **Notices/Authorized Representatives.**

12.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Steven J. Alexander  
Town Manager  
Town of Cutler Bay  
10720 Caribbean Boulevard, Suite 105  
Cutler Bay, Florida 33189

With a copy to: Mitchell Bierman, Esq.  
Town Attorney  
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.  
2525 Ponce de Leon Blvd.  
Coral Gables, Florida 33134

For The Consultant: Alberto Balido  
Anfield Consulting  
324 East Virginia Street  
Tallahassee, FL 32301

13. **Governing Law.**

13.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

14. **Entire Agreement/Modification/Amendment.**

14.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

14.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

14.3 Consultant represents that he is properly authorized to do business in the State of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance

with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

15. **Ownership and Access to Records and Audits.**

- 15.1 Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether patentable or not) which relate to services to the Town which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Town. Consultant shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 15.2 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing the services to the Town under this Agreement shall be the property of the Town.
- 15.3 The Town Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.
- 15.4 The Town may cancel and terminate this Agreement immediately for refusal by the Consultant to allow access by the Town Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

16. **Nonassignability.**

- 16.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Consultant, and his familiarity with the Town's area, circumstances and desires.

17. **Severability.**

- 17.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

18. **Independent Contractor.**

18.1 The Consultant shall be and remain an independent contractor and not an employee, partner, agent, joint venturer or principal of Town with respect to all of the acts and services performed by and under the terms of this Agreement. Accordingly, neither party shall have any authority to represent or bind the other. Further, Consultant shall not be entitled to the rights and benefits afforded to Town's employees, including, but not limited to, disability or unemployment insurance, workers' compensation, medical or disability insurance, vacation or sick leave or any other employment benefit. Consultant shall file all tax returns and reports required to be filed by Consultant on the basis that Consultant is an independent contractor, rather than an employee, and Consultant shall indemnify the Town for the amount of any employment taxes required to be paid by the Town as the result of not withholding employment taxes from the compensation under this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

19. **Compliance with Laws.**

19.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out services under this Agreement, and in particular shall obtain all permits from all jurisdictional agencies to perform the services under this Agreement.

20. **Waiver**

20.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

21. **Survival of Provisions**

21.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

22. **Prohibition of Contingency Fees.**

22.1 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 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 the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

23. **Public Entity Crimes Affidavit**

23.1 Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

24. **Insurance.**

24.1 Consultant shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. Consultant has obtained, and will maintain, general liability insurance equivalent to that it currently maintains, a certificate regarding which has been provided to the Town in connection with this Agreement. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance.

25. **Counterparts**

25.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. **Miscellaneous**

26.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same agreement.

26.2 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Proposal, the terms of this Agreement shall govern.

27. **Authority to Execute/ No Conflict Created**

27.1 Consultant by execution hereof does hereby represent to the Town that Consultant has full power and authority to make and execute this Agreement, to the effect that:



- a. The making and execution hereof shall create a legal obligation upon Consultant, which shall be legally binding upon Consultant.
  - b. The same shall be enforceable by the Town according and to the extent of the provisions hereof.
- 27.2 Consultant shall perform this Agreement only under the name of Consultant.
- 27.3 The Town Manager and Town Clerk by their respective executions hereof, do each represent to Consultant that they, collectively, have full power and authority to make and execute this Agreement on behalf of the Town.
- 27.4 Nothing herein contained is intended in any way to be contrary to or in contravention of the Charter of the Town and the Laws of the State of Florida, and to the extent such conflict exists, the Town and Consultant shall be mutually relieved of any obligations of such conflict.

[Remainder of page intentionally left blank]

PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF CUTLER BAY  
AND  
ANFIELD CONSULTING, INC.


IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

TOWN:

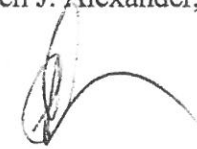
CONSULTANT:

TOWN OF CUTLER BAY

ANFIELD CONSULTING, INC.

By:   
Steven J. Alexander, Town Manager

By:   
Alberto Balido

Attest:   
Esther Coulson, Town Clerk



Approved as to Form and Legal Sufficiency:

  
Town Attorney

EXHIBIT "A"



September 15, 2011

PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES

Anfield Consulting, Inc. a privately-owned corporation registered in the State of Florida (hereinafter referred to as "ANFIELD"), is pleased to present this proposal to the Town of Cutler Bay a political subdivision of the State of Florida (hereinafter referred to as "the Town") for professional consulting services regarding the transfer of certain land holdings from the South Florida Water Management District (SFWMD) to the Town, as well as, other associated lobbying services before such state, regional and local governmental entities.

**The ANFIELD Team**

Mr. Frank Bernardino, will serve as the lead contact with the Town throughout the term of engagement. Mr. Bernardino has over twenty (25) years of experience working in Florida's environmental, political and governmental arenas. Mr. Lee Killinger, Mr. Alberto Balido and Ms. Noreen Rebozo will provide additional support towards the completion of all assigned tasks. ANFIELD's combination of substantive regulatory, legislative and lobbying experience will prove beneficial in assisting the Town in meeting its goals.

This proposal for professional consulting services (hereinafter referred to as "Proposed Agreement") is by and between ANFIELD and the Town shall collectively be referred to as the "Parties."

(1) Need for Consulting Services:

- a. WHEREAS, CLIENT is required to interact with staff from the SFWMD on regulatory, environmental and flood control project planning and implementation, including but not limited to: maintenance and improvements to the primary and secondary stormwater canal systems, the Biscayne Bay Coastal Wetlands (CERP) Project and the review of land development proposals impacting wetlands within the boundary of the Town of Cutler Bay.
- b. WHEREAS, the staff of Anfield is uniquely qualified to assist CLIENT with the services described below due to their past experience working for and with the Water Management District in securing regulatory approvals and grants for flood control projects.

c. NOW THEREFORE, CLIENT wishes to engage Anfield to provide the services in (2) below.

(2) Services: ANFIELD shall assist CLIENT with interactions with the South Florida Water Management relating to the matters identified in (1) a. above. In addition to these projects, ANFIELD will assist CLIENT in the completion of negotiations relating to the transfer of mitigation / preservation lands from Lennar Holmes LLC, as well as funds proposed to be placed in trust for the management of the same lands, to the Town of Cutler Bay. All representations made by ANFIELD on the CLIENT's behalf shall be subject to prior approval by CLIENT's authorized representative, Steve Alexander, Town Manager.

(3) Term and Compensation: If approved, the term of this proposed Agreement will commence on October 1, 2011 and end on September 30<sup>th</sup>, 2012. CLIENT will pay ANFIELD as follows:

(a) A fee of Twelve Thousand Dollars (\$12,000.00) to perform the services specified in Section (1) (the total sum may also be referred to as the "fee"). Fee payment shall be made by payment of twelve (12) payments in the amount of One Thousand Dollars (\$1,000.00) each, due and payable beginning August 15<sup>th</sup>, 2011 upon receipt of an invoice from ANFIELD. All payments will be made by check or money order consistent with Section (3) of this proposed Agreement; and

(b) The fees payable to ANFIELD cover 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 monthly fee for those additional expenses including but not limited to business travel, lodging, express mail costs, costs of preparing presentation materials needed to represent CLIENT, and similar related costs during the term of the agreement. ANFIELD will make reasonable attempts to discuss such expenditures before incurring them and to receive prior authorization for said expenses prior to incurring them.

## QUALIFICATION SUMMARY

In summary, ANFIELD's experience includes the following:

- ✓ Sixty (80) cumulative years of experience working in Florida's environmental, legislative and political arenas and a proven record of success.
- ✓ Strong relationships and contacts with members of the Florida Legislature including those in key leadership positions, and with executive level staff members and environmental resource managers on state, regional and local levels.
- ✓ Extensive working relationships with professionals and stakeholders involved in natural resources management and policy within Florida's League of Cities and Association of Counties.
- ✓ Scientific and regulatory backgrounds provide the ability to understand and convey substantive information about policy issues of interest to ServiceMaster.

- ✓ Experience working as a member of a team; successfully addressing dynamic situations by developing an array of strategies and completing assigned tasks to achieve established goals and objectives.

We appreciate the opportunity to present this proposal for services and look forward to working with you. By all means, should you have any questions or require additional information, please feel free to call Mr. Bernardino directly at (561) 718-2345.