

## **Amendment No. 1 to Professional Services Agreement #2025-061**

This Amendment No. 1 (“Amendment”) to Professional Services Agreement #2025-061 is made and entered into, effective as of the date last executed below (“Effective Date”), by and between Polk County, a political subdivision of the State of Florida, with administrative offices located at 330 W. Church Street, Bartow, Florida 33830 (“County”), and Arrow Group Consulting, LLC, a Florida limited liability company (“Arrow”).

### **Witnesseth Recitals.**

WHEREAS, the County and Arrow entered into the Professional Services Agreement #2025-061 dated September 16, 2025 (the “Agreement”), pursuant to which Arrow to provide professional services in the form of lobbying services for fiscal year 2025-2026; and

WHEREAS, Arrow identified Capital City Consulting, LLC and The Vogel Group, LLC as consulting entities assisting Arrow in providing the lobbying services contemplated by the Agreement; and

WHEREAS, Arrow and the consulting entities prefer to each have individual professional services agreements with the County;

WHEREAS, the compensation will be adjusted to reflect the specific allocations to Arrow and the consulting entities;

NOW, THEREFORE, the County and Arrow agree as follows:

#### **1. Incorporation of Recitals**

The recitals set forth above are true and correct and are hereby incorporated into and made a part of this Amendment as if fully set forth herein.

#### **2. Amendment to Assisting Entities**

In Section (1), the sentence reading “For the purposes of this Agreement, ARROW shall be assisted by Capital City Consulting, LLC and The Vogel Group, LLC, both limited liability corporations registered in the State of Florida.” is hereby deleted in its entirety. For the avoidance of doubt, neither Capital City Consulting, LLC nor The Vogel Group, LLC, shall provide services under the Agreement as of the Effective Date of this Amendment.

#### **3. Amendment to Term and Compensation**

Section (4) of the Agreement is amended such that beginning January 1, 2026, the County will pay Arrow \$7,500.00 per month for the remainder of the agreement term.

#### **4. No Other Changes**

Except as expressly amended hereby, all terms, conditions, covenants, and provisions of the Agreement remain in full force and effect. This Amendment does not modify the scope of services, compensation, term, or any other provision of the Agreement unless expressly stated herein.

#### **5. Conflict; Construction**

In the event of any conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall govern and control. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

#### **6. Representations**

Each Party represents and warrants that it has full power and authority to enter into this Amendment, that the person executing this Amendment on its behalf is duly authorized to do so, and that this Amendment constitutes a valid and binding obligation of such Party, enforceable in accordance with its terms.

#### **7. Governing Law**

This Amendment 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.

#### **8. Counterparts; Electronic Signatures**

This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Signatures transmitted electronically or by portable document format (PDF) shall be deemed original signatures for all purposes.

#### **9. Effective Date**

This Amendment shall be effective January 1, 2026.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

**County:**

Polk County, a political subdivision of the State of Florida

By: \_\_\_\_\_

Name: \_\_\_\_\_


Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

**Consultant:**

Arrow Group Consulting, LLC, a Florida limited liability company

By: \_\_\_\_\_

Name: Albert Balido

Title: President

Date: 12/4/2025