



### **AGREEMENT FOR PROFESSIONAL SERVICES**

This contract for professional services (hereinafter referred to as "Agreement") is by and between Arrow Group Consulting, LLC, a privately-owned limited liability company registered in the State of Florida (hereinafter referred to as "ARROW"), and the Polk County, a political subdivision of the State of Florida (hereinafter referred to as "CLIENT"). ARROW and CLIENT shall collectively be referred to as the "Parties."

(1) Services: ARROW shall represent CLIENT for lobbying services before the government agencies of the Florida Executive Branch and the Florida Legislative Branch. Such representation includes the following.

- a. Assisting CLIENT with pre-session preparation;
- b. Assisting CLIENT with lobbying all relevant issues before the State Legislature and the Executive Branch including all relative agencies;
- c. Monitoring proposed legislation and legislative committee and staff activities directly related to the CLIENT'S interests;
- d. Organizing, as necessary, introductory meetings with key legislative members or other officials for the purpose of establishing relationships directly related to the CLIENT'S interests;
- e. Monitoring the activities of the Governor and the Governor's agencies directly related to the CLIENT'S interests;
- f. Coordinating activities with other lobbyists and consultants to best influence the outcome of issues of common interests;
- g. Coordinating, arranging, and attending any meetings throughout the year with state leaders and CLIENT representatives; and
- f. Assisting CLIENT in the development of written position statements on matters of importance to CLIENT, and to distribute such position statements to members of appropriate legislative committees, as well as other legislators deemed appropriate by CLIENT and/or ARROW.

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. All representations made by the ARROW team on CLIENT'S behalf shall be subject to prior approval by CLIENT'S authorized representative, as assigned by the County Manager's Office.



# ARROWGROUP

(2) Disclosure: Please note this is not an engagement of Gunster, Yoakley & Stewart, PA. CLIENT acknowledges that Arrow is an affiliate of Gunster, Yoakley & Stewart (“Gunster”) and agrees that the engagement of Arrow under this agreement does not create an attorney-client relationship or any other relationship between CLIENT and Gunster or any of its attorneys. Rather, to the extent that CLIENT wishes to engage the services of Gunster or any of its attorneys to provide any legal representation or services, CLIENT may only do so through a separate, written engagement agreement directly with Gunster. By signing below, CLIENT further acknowledges that it has read this Agreement and agrees that for the purposes of avoidance of any doubt, the hiring of Arrow by CLIENT shall not, by itself, result in or give rise to any claim of conflict of interest against Gunster or any of its attorneys arising from Arrow’s engagement by CLIENT.

(3) Staffing: Primary responsibility for this engagement will initially be assumed by Kimberly Shugar with support from Alexandria Kernan, Rosanna Catalano and Edgar Fernandez. Because of various strengths in relationships and geographic areas of legislative members, other lobbyists may also be assigned to this matter. Staffing will depend primarily on the judgment of ARROW as to the experience and expertise required to properly provide the CLIENT with appropriate representation as detailed in this engagement.

(4) Term and Compensation: The term of this Agreement will commence on **October 1, 2025 and end September 30, 2026**. CLIENT will pay ARROW the sum total **Two Hundred Forty Thousand dollars (\$240,000.00)** to perform the services specified in Section (1) (the total sum may also be referred to as the “fee”). By mutual agreement, the fees will be paid monthly in twelve (12) installments in the amount of **Twenty Thousand (\$20,000.00)** with each fee payable monthly upon receipt of an electronic invoice from ARROW on the 15<sup>th</sup> day of the month. ARROW submits statements for services rendered and costs advanced on a monthly basis. Statements are to be paid in full within 30 days after receipt.

(5) Costs: The monthly fee payable to ARROW covers all incidental costs or fees related to services provided by subcontractors identified by ARROW and authorized by CLIENT for retention such as regular U.S. mail, copies, and telephone. However, ARROW shall be entitled to reimbursement in addition to the terms and fees stated herein for additional expenses, including but not limited to, business travel, lodging, meals, state or local lobbying registration or renewal fees, express mail costs, mass mailing, teleconference call charges, costs of preparing presentation materials needed to represent the CLIENT, and similar related costs during the term of the agreement. ARROW will discuss such expenditures with CLIENT and receive prior authorization before incurring them. These costs and the corresponding details will be included on each invoice.

(6) Issuance of Payments and Notice: CLIENT can remit payment by check or wire. Checks should be made payable to “The Arrow Group”, and sent to 777 South Flagler Drive, Suite 500



East Tower, West Palm Beach, FL 33401. All written notices from CLIENT to ARROW shall also be sent to this address. Wire payment information is available at the bottom of all invoices.

Notices shall be provided to **Polk County** through direct mail at:

Mr. Bill Beasley  
County Manager  
330 W. Church Street  
Bartow, FL 33830

Billing online shall be directed to **Polk County** via email to the following authorized accounting representative at the following email address: **billbeasley@polk-county.net**

(7) 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 (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 ARROW 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 the calendar year. If monthly fee or retainer, if applicable, exceed the pro-rata amount due, ARROW shall remit the difference within 30 days of termination in a check or money order payable to: Polk County.

(8) 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.

(9) Severability: If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

(10) Registration and Reporting Requirements: In providing its services under this Agreement, ARROW and its staff will endeavor to maintain confidentiality regarding information relating to this representation where applicable. However, the services covered by this Agreement are lobbying services and ARROW, its staff, and the CLIENT will be subject to registration and reporting requirements, as are provided for in statutes and ordinances applicable to lobbying activities. Therefore, in complying with these requirements ARROW and its staff will register prior to undertaking any effort on the CLIENT's behalf with legislative, executive, or municipal members, staff, or employees. When registrations or other required reports, disclosures or



responses are required, ARROW will timely furnish the CLIENT with copies of such forms, reports and responses and the CLIENT agrees to execute such documents as are required by law and otherwise cooperate in achieving compliance and the avoidance of penalties. Reporting will be made pursuant to the relevant portion of work between legislative and executive agency contact. By entering into this Agreement CLIENT hereby consents to making such registrations and disclosures as are legally required to comply with all applicable lobbying laws.

(11) Assignment: ARROW shall not assign any interest in this Agreement and shall not transfer any interest therein without prior written consent of CLIENT. Any attempt at assignment of rights under this Contract except for those specifically consented to by both parties or as stated above shall be void.

(12) Independent Contractor: No employer/employee relationship is intended by the parties hereto, the relationship of ARROW to CLIENT being that of independent contractor. CLIENT will not be required to make payroll deductions or provide worker's compensation insurance or health benefits.

(13) Force Majeure: In no event shall ARROW be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, pandemic, epidemic, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that ARROW shall use reasonable efforts which are consistent with accepted practices in the industry to resume performance as soon as practicable under the circumstances.

(14) General Provisions: ARROW acknowledges and agrees to the Polk County General Terms and Conditions attached hereto as exhibit "A."

(15) 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 Arrow Group:

A handwritten signature in black ink, appearing to read "Albert Balido", written over a horizontal line.

Albert Balido, President

The foregoing has been accepted and agreed to this 3rd day of September, 2025.



# ARROWGROUP

Polk County, a political subdivision of the State of Florida

Stacy M. Butterfield,  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
T.R. Wilson, Chairman,  
Board of County Commissioners  
Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_  
County Attorney's Office

**Exhibit “A”**  
**Polk County General Terms and Conditions**

For purpose of these general terms, the person or entity entering into the contract with Polk County, Florida, a political subdivision of the State of Florida shall be referenced as “Contractor” and by entering into an agreement with Polk County, the Contractor agrees to these general terms.

- I. **Sovereign Immunity**. Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of POLK COUNTY’S sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

**II. Certification of Non-Scrutinized Company**

A. Contractor hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

- (i) The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.
- (ii) Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars (\$1,000,000), then the Contractor further certifies to the County as follows:
  - (a) the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
  - (b) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
  - (c) the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
  - (d) the Contractor was not on any of the Lists referenced in this subsection
  - (e), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.
- (iii) The Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.

(iv) The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:

(a) The Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(b) The Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars (\$1,000,000).

(v) The undersigned is duly authorized to execute this Certification by and on behalf of the Contractor.

### **III. PUBLIC MEETINGS AND RECORDS.**

A. CONTRACTOR acknowledges the COUNTY's obligation under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Contract. CONTRACTOR further acknowledges that the constitutional and statutory provisions control over the terms of this Contract. In association with its performance pursuant to this Contract, CONTRACTOR shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

B. Without any manner limiting the generality of the foregoing, to the extent applicable, CONTRACTOR acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(i). keep and maintain public records required by the COUNTY to perform the services required under this Contract;

(ii). upon request from the COUNTY's Custodian of Public Records or his/her designee, provide the COUNTY 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;

(iii). 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 term of this Contract and following completion of this Contract if CONTRACTOR does not transfer the records to the COUNTY; and

(iv). upon completion of this Contract, transfer, at no cost, to the COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of this Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY.

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

**RECORDS MANAGEMENT LIAISON OFFICER**

**POLK COUNTY**

**330 WEST CHURCH ST.**

**BARTOW, FL 33830**

**TELEPHONE: (863) 534-7527**

**EMAIL: RMLO@POLK-COUNTY.NET**

**IV. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

- A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.
- B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and



uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

## **V. Annual Appropriations**

Contractor acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the Commission may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Commission may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Commission's performance and obligation to pay the Contractor under this Agreement is contingent upon annual appropriations being made by the County for that purpose.

## **VI. Non-Discrimination**

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

## **VII. Contingent Fees**

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm,

other than bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

**VIII. Public Entity Crimes**

The Contractor understands and acknowledges that this Agreement with the County will be voidable by the County, in the event the condition under Section 287.133, Florida Statutes applies to the Contractor, relating to conviction for a public entity crime.

## Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Albert Balido, President (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

Arrow Group Consulting, LLC  
**NONGOVERNMENTAL ENTITY**



**SIGNATURE**

Albert Balido  
**PRINT NAME**

President  
**TITLE**

9/3/25  
**DATE**