



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 Indian River County 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 assist the 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 securing appropriations for projects as requested. In addition, ARROW 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 ARROW on CLIENT’S behalf shall be subject to prior approval by CLIENT’S authorized representative John Titkanich, County Administrator, or his designee.

(2) Term and Compensation: The term of this Agreement will commence upon execution. The CLIENT will pay ARROW the sum total of sixty thousand dollars (**\$150,000**) 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: fifteen (15) payments of ten thousand dollars (\$10,000). Each shall be payable monthly beginning with the following month, and upon receipt of an invoice from ARROW. 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, ARROW 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 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 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. ARROW will discuss such expenditures before incurring them and to receive **prior authorization** for said expenses from CLIENT’S authorized representative, John Titkanich, County Administrator.

(3) Issuance of Payments and Notice: CLIENT shall make checks payable to Arrow Group Consulting, LLC. and send payment(s) to: 215 South Monroe St., Suite 601, Tallahassee, FL 32301. All written notices from CLIENT to ARROW 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 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 a calendar year. If retainer and monthly fee exceed the pro-rata amount due, ARROW shall remit the difference within 30 days of termination in a check or money order payable to: **Indian River County**.

(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) ARROW understands Florida has very broad public records laws. ARROW agrees to comply with any request for this public records or documents related to this Agreement, in accordance with Section 119.07, Florida Statutes. Upon such a request, the CLIENT or ARROW, as the case may be, will promptly inform the other Party of the request and, upon request of the other Party, provide electronic copies of the responsive public records provided, at no additional cost to the CLIENT or ARROW, as the case may be. ARROW agrees and understands any written communications with ARROW, to include emails, email addresses, a copy of this contract, and any supporting Contract documentation are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

IF 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: Indian River County Office of the County Attorney, 1801 27th Street, Vero Beach FL, 32960, (772)226-1424, publicrecords@indianriver.gov..

(7) E-VERIFY: ARROW is registered with and will use the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, FS. ARROW is also responsible for obtaining proof of E-Verify registration and utilization for all subconsultants (as utilized for this project.)

(8) 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 Consulting, LLC:

Albert Balido, Managing Member

Date Executed

For Indian River County:

John Titkanich, County Administrator

Date Executed

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: _____
Jennifer Shuler, County Attorney