



ARROWGROUP

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 Town of Eatonville, a municipal corporation (hereinafter referred to as "CLIENT"). ARROW and CLIENT shall collectively be referred to as the "Parties."

- (1) Services: ARROW shall provide strategic and general consultancy services to CLIENT on matters related to economic development strategies. This includes offering insights on funding opportunities, facilitating engagements with key stakeholders, and delivering actionable intelligence to support CLIENT's initiatives and decision-making. Arrow will also work to provide information on a regular basis and deliver actionable intelligence to the CLIENT.

Arrow has not been retained to provide CLIENT with any legal advice, including but not limited to, areas of tax, securities, corporate or other specialized areas of law related or unrelated to the specific representation which ARROW has undertaken. ARROW assumes no responsibility or obligation to provide any legal advice unless specifically contracted for separately in writing. ARROW is a subsidiary of GUNSTER, YOAKLEY & STEWART, P.A. (hereinafter referred to as "GUNSTER"). GUNSTER has highly credentialed attorneys in a vast array of subject matters that would be happy to discuss the terms under which they would undertake such legal representation. If the scope of engagement should extend to legal representation, legal services will be rendered by GUNSTER attorneys, whose billing rate will vary depending on experience and practice level and will be subject to adjustment from time to time. Legal services will only be rendered upon specific written authorization by CLIENT. Those services will be included in a separate engagement. If you do not make such arrangements with us, we will consider that you have independently obtained such advice or do not consider it necessary or relevant to the representation which we have undertaken.

- (2) Staffing: Primary responsibility for this engagement will initially be assumed by **Glen Gilzean**. 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.

- (3) Term and Compensation: The term of this Agreement will commence on **March 10, 2025 and end on August 10, 2025**. CLIENT will pay ARROW the sum total of **Twenty-five Thousand Dollars (\$25,000.00)** 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 as follows, a



ARROWGROUP

retainer in the amount **Five Thousand Dollars (\$5,000.00)** followed by four (4) installments in the amount of **Five Thousand Dollars (\$5,000.00)** with each fee payable monthly upon receipt of an electronic invoice from ARROW on the 15th 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. Any statement not paid when due, will, at ARROW's option, bear a late charge at the rate of 1% per month for each month the statement remains unpaid. If any statement is not paid in full within 30 days, ARROW will have the option to withdraw from this representation and you hereby consent to withdrawal under those conditions. Further, a failure to question or object to any charges within 30 days after receipt of a statement will constitute CLIENT's agreement to the statement as presented.

(4) 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. Charges for certain additional services rendered by the firm, including computerized database access and usage, special word processing and secretarial services, and the receipt and transmission of telecopies. These costs and the corresponding details will be included on each invoice.

(5) 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. Wire payment information is available at the bottom of all invoices. All written notices from CLIENT to ARROW shall also be sent to this address.

Notices shall be provided to **Demetris Pressley** through direct mail at: **307 E Kennedy Blvd, Eatonville, FL 32751.**

Billing online shall be directed to **Demetris Pressley and Katrina Gibson** via email to the following authorized accounting representative at the following email address:
Dpressley@townofeatonville.org & Kgibson@townofeatonville.org

(6) 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 sixty (60) days prior to the desired date of termination. CLIENT shall pay ARROW for any and all services and CLIENT approved expenses



ARROWGROUP

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 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: **Town of Eatonville.**

(7) 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.

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

(9) Confidentiality: ARROW 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 (7) of this Agreement.

(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



ARROWGROUP

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.

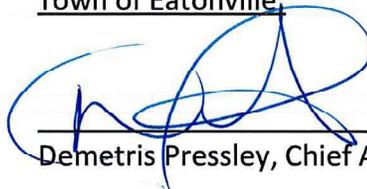
(14) Agreement Execution: The Parties, after reviewing, reading, and understanding the contents of this document, do hereby execute this Agreement by their respective signatures. This Agreement is effective as of the date of the last signature below.

For The Arrow Group:

Albert Balido, President

The foregoing has been accepted and agreed to this _____ day of _____, 2025.

Town of Eatonville:



Demetris Pressley, Chief Administrative Officer

The foregoing has been accepted and agreed to this 2 day of May, 2025.