



CareerSource
SOUTHWEST FLORIDA

Executive Committee Meeting

In Person Attendance is preferable
6800 Shoppes at Plantation, Suite 170
Fort Myers, Florida

Via Teams

[Click here to join the meeting](#)

Meeting ID: 281 239 407 010

Passcode: vQxoRF

October 25, 2023
3:30 pm



[Agenda](#)

[Meeting Minutes](#)

[Immokalee 2023-2024 Zoning Planning](#)

[Region 24 Letter Grade](#)

[President and CEO Performance Appraisal](#)

[Upcoming Meetings](#)

- I. Call to Order**
- II. Public Comment**
- III. Approve June 28, Meeting Minutes**
- IV. Immokalee 2023-2024 Zoning Planning**
- V. Letter Grades**
- VI. President and CEO Performance Appraisal**
- VII. Open Discussion**
- VIII. Adjournment**

Agenda

Meeting Minutes

Immokalee 2023-2024 Zoning Planning

Region 24 Letter Grade

President and CEO Performance Appraisal

Upcoming Meetings

**CareerSource Southwest Florida
Executive Committee Meeting
June 28, 2023
3:30 p.m.
MINUTES**

Members Present:

Mike Biskie-Virtual	Keitha Daniels-Virtual
Bill Diamond-Virtual	Brent Kettler-Virtual
Dr. Brad Myers-Virtual	John Talmage-In Person

Guests Present:

Greg Urbancic, Board Attorney-Virtual

Staff Present:

Peg Elmore	Edward Fritz
Lyntoria Thomas	

I. CALL TO ORDER / ROLL CALL / QUORUM

The meeting was called to order by Chair Mike Biskie at 3:38p.m. Lyntoria Thomas called roll and confirmed quorum was met.

II. APPROVAL OF APRIL 26, 2023 MEETING MINUTES

John Talmage made a motion to approve the minutes from the April 26, 2023 meeting; Bill Diamond seconded, and the motion was unanimously approved.

III. PUBLIC COMMENT

None.

IV. BOARD COMPOSITION AND ATTENDANCE

Peg Elmore advised that several of the current Board Members' terms will be ending on June 30, and they have not requested a second term, but we are still in compliance with the remaining 15 Board Members. Peg Elmore recommended that as Board Members are added, we need to ensure we encourage diverse representation including geography, gender, race, and ethnicity.

Peg Elmore advised that with Monroe County becoming a part of region 24 in 2024, Monroe County expressed they would like to have 2 representatives on the Board of Directors. She also informed the committee that the South Florida Interlocal Agreement currently limits Monroe County's liability to a small percentage based on funding allocation. John Talmage requested our funds be reviewed on a county per capita basis. Peg Elmore advised that she will be meeting with the President of The College of The Florida Keys at the end of July.

Peg Elmore advised staff reviewed Board Member attendance and Aaron Stitt's attendance was below 50% during the PY22-23 program year. Peg Elmore spoke with Aaron Stitt and he explained the reason for his low attendance included a temporary increase in his region and the hurricane. She also mentioned he is a long-term board member with a history of excellent attendance, a past Chair of the Youth Council and the Department of Children and Families has a mandated seat. This matter will come before the Board at the July meeting.

Peg Elmore advised of the forthcoming policy which will require Local Workforce Development Board composition includes appropriate and equitably representation from all counties in the designated area. The new policy requires that business representatives reflect the industry sectors of focus identified in the Local Workforce Innovation and Opportunities Act (WIOA) plan. We need to target a representative from logistics and warehouse businesses, and she recommended asking Dave Gammon for a nomination from Charlotte County.

Brent Kettler made a motion to approve the budget for the 2023-2024 program year, Adrian Llanes seconded, and the motion was unanimously approved by the Board.

V. DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) MONITORING-BY LAW FINDING

Peg Elmore reported that the preliminary results of DEO monitoring indicate a finding as our bylaws do not address the use of proxies or designees. Greg Urbancic felt that the use of proxies would be a breach of the Director's fiduciary duty. Peg was asked to survey other regions on this matter.

VI. PRESIDENT CEO PERFORMANCE APPRAISAL

Mike Biskie asked that all CareerSource Southwest Florida staff leave the meeting so that the Executive Committee Members could discuss the President/CEO's performance appraisal. The committee discussed the performance of the President/CEO over the past fiscal year and in connection with that review, viewed information from other boards on CEO compensation.

John Talmage made a motion to approve pay increase of \$25,000.00 and a bonus of \$15,000.00 for the President/CEO; Keitha Daniels seconded, and the motion was unanimously approved.

The committee will continue to work on the President/CEO's final performance appraisal. The committee authorized the Chairman to meet with the President/CEO to discuss the committee's action and performance review.

VII. OPEN DISCUSSION

None

VIII. ADJOURNMENT



Immokalee Building Sale - 2023/2024

Zoning Planning

				Fixed	Fees	T/M
	Peninsula	1	11/15/2023	11,025.00		1,000.00
Application Fee	Collier County		12/4/2023		16,500.00	
	Peninsula	2	12/15/2023	11,025.00		1,000.00
	Peninsula	3	1/15/2024	5,000.00		1,000.00
	Peninsula	4	2/15/2024			10,000.00
	Peninsula	5	3/15/2024			5,000.00
Fees	NIM Associated		3/28/2024		2,500.00	
	Peninsula	6	4/15/2024			6,000.00
	Peninsula	7	5/15/2024			2,000.00
Sign Fee	Public Hearing		6/6/2024		500.00	
	Peninsula	8-9	6/25/2024			10,500.00
				27,050.00	19,500.00	36,500.00
				<u>Low</u>		<u>High</u>
	Engineering Costs			83,050.00		83,050.00
	Legal Fees			17,500.00		25,000.00
						<u>11,950.00</u>
	Total Cost-Rezone			100,550.00		120,000.00



SWFL WORKFORCE-IMMOKALEE SCHEDULE

ID	Task Name	Notes	Duration	Start	Oct	Nov	Dec	2024 Jan	Feb	Mar	Apr	May	Jun	Jul
1	SWFL WORKFORCE - PLANNED UNIT DEVELOPMENT REZONE (PUDZ)		12 days	Sun 3/6/22										
2	Receive Signed Contract		1 day	Fri 10/6/23										
3	Receive Survey		24 days	Mon 10/9/23										
4	Receive Traffic Impact Statement		24 days	Mon 10/9/23										
5	Planned Unit Development Rezone (PUDZ)													
6	Finalize PUDZ Application Materials		10 days	Fri 11/10/23										
7	Billing Cycle #1 (November 15-20) Estimated Fixed Fees:\$11,025 - Estimated T/M: \$1,000													
8	Submit PUDZ to Collier County		1 day	Mon 12/4/23										
9	Application Fees Due to Collier County (Estimate: \$16,500+/-)													
10	PUDZ County Review (30-day reviews)													
11	Staff Review		23 days	Tue 12/5/23										
12	Billing Cycle #2 (December 15-20) Estimated Fixed Fees:\$11,025 - Estimated T/M:\$1,000													
13	RAI Coordination/Preparation		20 days	Fri 1/5/24										
14	Billing Cycle #3 (January 15-20) Estimated Fixed Fees:\$5,000 - Estimated T/M:\$1,000													
15	Resubmit PUDZ		1 day	Fri 2/2/24										
16	PUDZ County Review (30-day review)													
17	Staff Review		23 days	Mon 2/5/24										
18	Billing Cycle #4 (February 15-20) Estimated T/M:\$10,000													
19	RAI Coordination/Preparation		15 days	Thu 3/7/24										
20	Billing Cycle #5 (March 15-20) Estimated T/M:\$5,000													
21	Schedule/hold Required Neighborhood Information Meeting		1 day	Thu 3/28/24										
22	NIM Associated Fees Due (Estimate: \$2,500+/-)													
23	Resubmit PUDZ		1 day	Thu 3/28/24										
24	PUDZ County Review (30-day review)													
25	Receive Staff Sufficiency		23 days	Fri 3/29/24										
26	Billing Cycle #6 (April 15-20) Estimated T/M:\$6,000													
27	Hearings Scheduled/Staff Report/Advertising/Hearing Prep		20 days	Tue 4/30/24										
28	Billing Cycle #7 (May 15-20) Estimated T/M:\$2,000													
29	Public Hearings (Estimated Dates)													
30	Public Hearing Sign Posted/ Sign Fee Due (Estimate: \$500+/-)													
31	Collier County Planning Commission (CCPC) Hearing		1 day	Thu 6/6/24										
32	Board of County Commissioners (BCC) Hearing		1 day	Tue 6/25/24										
33	Estimated Final Billing Cycle #8-9 Estimated T/M:\$10,500													
34	Any Legal Ad Reconciliation Fees/ Hearing Notices Due to Collier County													

ESTIMATED BILLING NOTES:

- FIXED FEE TASKS 2, 3 & 5 TO BE BILLED WITHIN THE FIRST 2-3 BILLING CYCLES
- REMAINING T/M TSKS WILL BE BILLED MONTHLY (PER HOURS WORKED)

-COLLIER COUNTY PUDZ APPLICATION FEE, NIM ASSOCIATED FEES AND PUBLIC HEARING SIGN FEES ARE ESTIMATES.

SWFL WORKFORCE Date: Thu 10/5/23	Task Summary Split Project Summary Milestone Inactive Task	Inactive Milestone Inactive Summary Manual Task	Duration-only Manual Summary Rollup Manual Summary	Start-only Finish-only External Tasks	External Milestone Deadline Progress	Manual Progress Progress
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PROPOSAL FOR CONSULTANT SERVICES

DATE: September 14, 2023

PROJECT NAME: Southwest Florida Workforce – Immokalee One-Stop Building (Folio #00136440709)

PROJECT DESCRIPTION:

The property owner (“Client”) has requested planning services for the ±3.83-acre property (“Project”), located at 750 S 5th Street, Immokalee, Florida. This scope of services of this proposal is noted below and will include rezoning the subject property to a Commercial Planned Unit Development (CPUD) to allow for general commercial/office uses.

- Planned Unit Development Rezone (PUDZ)

Peninsula Engineering (“PE”) thanks you for the opportunity to provide services for this Project. We will provide these services for the fees below, based on the attached Scope of Services (Exhibit A). Please see Exhibit B for Business Terms and Conditions and Exhibit C for the Billing Rates / Planning and Engineering Fee Schedules.

SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.

**PENINSULA IMPROVEMENT CORPORATION
d/b/a PENINSULA ENGINEERING**



2023.09.1

4

Peg Elmore, President and CEO

Date

Jessica Harrelson, Planning Manager

Date

Address:
6800 Shoppes at Plantation Drive, Suite 170
Fort Myers, FL 33912
E:
P:

Address:
2600 Golden Gate Parkway
Naples, FL 34105
E: jharrelson@pen-eng.com
P: 239.403.6751

FEE TABLE			
TASK	SCOPE OF SERVICE	FEE TYPE	FEE AMOUNT
1	General Consulting	TM ⁽¹⁾	\$2,500
2	Survey	FIXED	\$6,000
3	Traffic Engineering Services - Package Submittal	FIXED	\$6,050
4	Traffic Engineering Services - RAI and Hearings	TM ⁽¹⁾	\$6,500
5	Planned Unit Development Rezone	FIXED	\$15,000
6	Project Sufficiency and Coordination	TM ⁽¹⁾	\$12,500
7	Public Hearings/ Public Meetings	TM ⁽¹⁾	\$15,000
8	Direct Expenses	TM ⁽¹⁾	ASNEEDED
	Sub-Totals:		FIXED: \$27,050 TM: \$36,500
	Total:		\$63,550

FEE TABLE NOTES:

- 1) Tasks with a "TM" (Time & Materials) fee type are of an undefined nature, to provide services on as-requested or as-needed basis. Therefore, we are unable to calculate a fixed fee. Should PE be requested to provide services beyond the initial fee amount, additional fees and a change order will be required. These fees will be billed monthly in accordance with that attached standard rate schedule.

GENERAL NOTES:

- 1) The fees above are estimates only, based on the hour assumptions for potential effort required. Should the Client require more hours of effort than has been estimated at this time, a budget increase will be required for PE to continue providing services for this Project.
- 2) The scope does not include final design or permitting services.
- 3) The rezone request is consistent with the Collier County Growth Management Plan (GMP) and does not require a separate GMP amendment application.
- 4) The Client will be responsible for costs related to application fees, public hearing notices and signage, public meeting facilities and advertising costs.
- 5) It is assumed Collier County, SFWMD and other agency rules, regulations and permitting procedures will not change over the course of this contract. Unanticipated changes may require changes to the scope of services.
- 6) This proposal does not include services for administrative or civil challenges, which may arise during zoning and permitting, or after permits have been issued.
- 7) Client may need to engage additional consultants to achieve certain project objectives, including but not limited to those outlined under the "Professional Services Not Included" section below.

PROFESSIONAL SERVICES NOT INCLUDED:

- 1) Land Use Attorney
- 2) Engineering Design / Permitting
- 3) Site Lighting / MEP Engineering / Low Voltage
- 4) Geotechnical Engineering - Soil Borings / Soil Testing
- 5) Architecture
- 6) Structural Engineering
- 7) Landscape Design

EXHIBIT A – SCOPE OF SERVICES

Task 1 – General Consulting

1. Provide general consulting as requested by the Client, or as necessary.
2. Attend meetings with Client, and project team, as necessary/requested to discuss development potential of the site.
3. Meetings with the Immokalee CRA, to discuss the project, as necessary.
4. Review the site's existing zoning, overlay(s) and future land use designation for development parameters and constraints to determine potential land uses for the site.

Task 2 – Survey

1. Provide an updated boundary survey, as required by Collier County for the PUDZ submittal.
2. Updated errors within existing legal description.

Task 3 – Traffic Engineering Services – Package Submittal

1. Prepare a TIS in accordance with Collier County guidelines to support the project Rezone submittal. Existing available traffic data will be used to prepare the TIS. Assume no site traffic counts or intersection analysis.
2. Coordinate with County staff to establish appropriate TIS methodology and coordinate on applicable transportation issues.
3. Coordinate with and assist project team and/or County staff regarding transportation elements of the rezone project. Prepare exhibits and engineering reports as requested by the Client's Agents and Client for the rezone submittal, as applicable.

Task 4 – Traffic Engineering Services – RAI and Hearings

1. Respond to county staff review comments as needed and prepare and submit support documents for the TIS regarding project transportation issues based on requests for additional information by staff.
2. Coordinate with the project team and county staff regarding transportation issues that require resolution.
3. Public Hearing/ Neighborhood Information Meeting Attendance.

Task 5 – Planned Unit Development Rezone (PUDZ)

1. Create a PUD Master Plan, per Collier County criteria for the PUDZ submittal.
2. Preparation of PUDZ application and supporting application materials.
3. Preparation of GIS Exhibits, as needed.
4. Evaluate existing on-site parking spaces vs. proposed code required parking spaces/parking demand.
5. Preparation of written project narrative and evaluation of criteria, demonstration of compliance with the Growth Management Plan and Land Development Code.
6. Preparation of conceptual developer commitments.
7. Coordination with sub-consultants and client throughout package preparation.
8. Finalize materials/exhibits and submit initial package to Collier County.

Task 6 – Project Sufficiency and Coordination

1. Prepare, coordinate, and submit responses/updated application materials to requests for additional information (RAI) related to the PUDZ.
 - a. Assumes three (3) sufficiency responses.
 - b. Assumes one (1) post-review meeting with County Staff.

Task 7 – Public Hearings/Public Meetings

1. Coordinate and attend required pre-application meeting with County Review Staff.
2. Coordinate, attend, and facilitate the mandatory Neighborhood Information Meeting (NIM).
3. Prepare NIM presentation and exhibits.
4. Prepare and coordinate required legal advertisement and mailed notices to surrounding property owners.
5. Coordinate and arrange for meeting facility.
6. Submit necessary NIM summary notes, recordings, and proofs of notice to Collier County.
7. Coordinate and attend the required public hearings for final approval.
8. Prepare public hearing exhibits and presentation.
9. Provide expert testimony at public hearings.
10. Attend coordination meetings with client, consultant team, stakeholders, and County Officials as necessary through hearings.

Task 8 – Direct Expenses

1. Expenses defined in Item 6 of the STANDARD BUSINESS TERMS AND CONDITIONS (EXHIBIT B) and shall be considered a direct expense that is reimbursable to PE.

**EXHIBIT B
STANDARD BUSINESS TERMS AND CONDITIONS**

1. **Authorization to Proceed:** Execution of this AGREEMENT by Client will be authorization for PENINSULA IMPROVEMENT CORPORATION d/b/a PENINSULA ENGINEERING ("PE") to proceed with the services, unless otherwise provided in this AGREEMENT.
2. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by PE under this AGREEMENT will be with the care and skill ordinarily employed by professional engineers or consultants practicing under similar conditions at the same time and the same locality.
3. **Salary Costs:** PE's Salary Costs, when the basis of compensation, are the amount of wages or salaries paid PE employees for work directly performed on the PROJECT plus a percentage applied to all such wages or salaries to cover payroll-related taxes, payments, premiums, and benefits.
4. **Billing Rates:** PE's Billing Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the PROJECT by PE employees of the indicated classifications. PE reserves the right to adjust, at its sole discretion, billing rates (Rate Schedule), individual employee classifications, and rate codes, up to one time per year during the duration of the Agreement, as represented in Exhibit C – Rate Schedule.
5. **Affiliated Companies:** Work performed under this AGREEMENT may be performed using labor from affiliated companies of PE. Such labor will be billed to CLIENT under the same billing terms applicable to PE employees.
6. **Subcontracts and Direct Expenses:** When services are performed on a cost reimbursement basis, a markup of 10 percent will be applied to subcontracts and outside services, and a markup of 10 percent will be applied to Direct Expenses. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation, meals, lodging, mail, shipping, equipment, and supplies; (2) PE's current standard rate charges for direct use of PE's vehicles, printing and reproduction services, and certain field equipment; and (3) PE's standard project charges for computing systems, special health and safety requirements of OSHA, and telecommunications services. All sales, use, gross receipts, or similar taxes will be added to PE's compensation when invoicing the CLIENT.
7. **Information from CLIENT:** CLIENT shall provide supporting information and extraordinary project considerations or special services, deeds, easements, rights-of-way, etc. needed for PE to complete the Scope as described herein.
8. **Permit and Application Fees:** CLIENT shall pay all project related fees including, but not limited to: plan review, inspection, platting, permits, DRI, and impact fees.
9. **Termination:** This AGREEMENT and obligation to provide further service may be terminated by either party upon 30 days written notice, or if in the event of substantial failure by either party to perform to the terms hereof through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter.
10. **Billings and Payment:** Fixed fees shall be billed monthly for the project portion completed to the billing date, plus reimbursables. Time/Material/Expenses (TME) fees shall be billed monthly based on time, materials, and expenses incurred to the billing date, plus reimbursables. A T/M/E estimate, if provided, is for information purposes only. Actual fee may be more or less and based on the Rate Schedule in effect at the time services are rendered. Additional Services mutually agreed upon by CLIENT and PE shall be billed monthly based on time, materials, and expenses incurred to the billing date plus Direct Expenses based on the Rate Schedule in effect at the time services are rendered. The continuous progress of PE's service requires prompt payment. Payment is due within thirty days of the invoice date. Past due

amounts may include an interest charge of 1.5% per month; and, in addition, PE may, after 7 days written notice to CLIENT, suspend services under this AGREEMENT until PE has been paid in full for all amounts due for services and expenses. PE is entitled to collect reasonable fees and costs, including attorney fees and interest, if required to obtain collection of any amount due under this AGREEMENT by a court action or settlement without court action.

11. **Limitation of Liability:** CLIENT releases PE from any liability and agrees to defend, indemnify and hold PE harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential, including but not limited to attorney's fees and charges and court and arbitration costs arising out of, or claimed to arise out of, the performance of the services, except liability arising from the sole negligence of PE. PE's liability for CLIENT's claims shall be limited to the lesser of fees paid to PE or \$100,000. PE's liability with respect to any claims arising out of this AGREEMENT shall be limited to direct damages arising out of the services, and PE shall not be liable for any consequential loss, injury, or damage incurred by the CLIENT.

This limitation of liability will apply whether PE's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include PE's officers, affiliated corporations, employees, and subcontractors.

**PURSUANT TO SECTION 558.0035,
FLORIDA STATUTES, AN INDIVIDUAL
EMPLOYEE OR AGENT OF PE MAY NOT
BE HELD INDIVIDUALLY LIABLE FOR
NEGLIGENCE.**

This Term and Condition takes precedence over any conflicting Term and Condition of this AGREEMENT or any document incorporated, or referenced by it.

12. **Severability and Survival:** If any term and condition contained in this AGREEMENT are held illegal, invalid, or unenforceable, the other terms and conditions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.
13. **No Third Party Beneficiaries:** This AGREEMENT gives no rights or benefits to anyone other than the CLIENT and PE and has no third party beneficiaries except as provided in paragraph 12.
14. **Assignments:** Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract, or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.
15. **Hazardous Materials:** Services related to asbestos, hazardous or toxic materials are excluded. CLIENT shall provide a site that complies with applicable laws and regulations. PE may, at its option and without liability for consequential or other damages, suspend services until CLIENT retains specialist consultants to abate or remove asbestos, hazardous, or toxic materials.
16. **Force Majeure:** If performance of services under this AGREEMENT is affected by causes beyond PE's reasonable control, project schedule and compensation shall be equitably adjusted.
17. **Mediation:** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the PE agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless parties mutually agree otherwise.
18. **Changes:** CLIENT may make or approve changes within the general Scope of this AGREEMENT. If such changes affect PE's cost or time required for performance of the services, an equitable adjustment will be made through a written amendment to this AGREEMENT.

EXHIBIT "C"
PENINSULA ENGINEERING

BILLING RATE SCHEDULE

(Updated 1/02/2023)

CLASSIFICATION	RATE	CLASSIFICATION	RATE
<u>ENGINEERING</u>		<u>SURVEY</u>	
PRINCIPAL	\$290	SURVEY MANAGER	\$200
SR. PROJECT MANAGER III	\$250	SR. SURVEY TECHNICIAN	\$150
SR. PROJECT MANAGER II	\$225	SURVEY TECHNICIAN II	\$125
SR. PROJECT MANAGER I	\$210	SURVEY TECHNICIAN I	\$100
PROJECT MANAGER IV	\$185	3-PERSON CREW	\$210
PROJECT MANAGER III	\$175	2-PERSON CREW	\$165
PROJECT MANAGER II	\$165	1-PERSON CREW	\$125
PROJECT MANAGER I	\$155		
PROJECT ENGINEER IV	\$150	<u>PLANNING & ZONING</u>	
PROJECT ENGINEER III	\$140	PLANNING MANAGER	\$175
PROJECT ENGINEER II	\$130	SR. PLANNER	\$150
PROJECT ENGINEER I	\$120	PROJECT PLANNER I	\$125
SR. DESIGNER	\$155	SR. PLANNING	\$125
SR. CAD TECHNICIAN II	\$140	TECHNICIAN	
		PLANNING TECHNICIAN	\$105
SR. CAD TECHNICIAN I	\$130		
CAD TECHNICIAN II	\$115	<u>ENVIRONMENTAL</u>	
CAD TECHNICIAN I	\$105	ECOLOGIST	\$145
PERMIT COORDINATOR	\$95	<u>ADMINISTRATIVE</u>	
SR. ENGINEERING INSPECTOR	\$115	ADMIN II	\$80
ENGINEERING INSPECTOR	\$90	ADMIN I	\$70
<u>LANDSCAPE ARCHITECTURE</u>		<u>OTHER EXPENSES</u>	
SR. LANDSCAPE ARCHITECT	\$175	SUB-CONSULTANTS	COST + 10%
LANDSCAPE ARCHITECT II	\$135	DIRECT EXPENSES	COST + 10%
LANDSCAPE ARCHITECT I	\$105		

BY ACCEPTING THIS RATE SCHEDULE, CLIENT AGREES TO THE FOLLOWING:

1) PE RESERVES THE RIGHT TO MODIFY THE RATE SCHEDULE, OR MODIFY AN EMPLOYEE'S RATE CATEGORY ASSIGNMENT, ONE TIME PER YEAR DURING THE LIFE OF THE CONTRACT.

Peg/Mike-

In advance of the EC meeting, although we can discuss later this afternoon if you like, I wanted add a few items on the rezoning process for Immokalee. First, I had discussed the process with law partner, Rich Yovanovich, who I think Matt had mentioned to you. Rich's practice area is focused on rezonings and he is perhaps the preeminent zoning lawyer in the County. From an attorneys' fees perspective, we would estimate a budget of approximately \$25,000 for the rezoning. He expects the rezoning may take 12 months or so. Given this is an area of specialization, his hourly rate is \$750. To try and help on the cost side, he said that he would push as many aspects of the process as he can to Peninsula to handle or to my other colleague, Francesca Passidomo, who works with him but at a lower hourly rate (\$350). But, there would be certain matters relating to the public hearings and commissioner meetings that more than likely would require his handling. If you need a specific, formal engagement letter from us on that, we can provide. He would like to get an initial call with Peninsula to confirm what he thinks is possible for the site. He is aware generally of what Peninsula is proposing, but there tend to be political and other considerations to consider and discuss. My apologies for getting you this information late.

On Peninsula's proposal, while I never like to nitpick engineer proposals, there is a provision in this form that we see a lot that I at least needed to call to your attention. It limits potential liability. This may or may not be a concern on this type of process, but I have had clients often tie the level of liability back to the level of professional liability insurance carried as a happy medium with the engineer.

11. Limitation of Liability: CLIENT releases PE from any liability and agrees to defend, indemnify and hold PE harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential, including but not limited to attorney's fees and charges and court and arbitration costs arising out of, or claimed to arise out of, the performance of the services, except liability arising from the sole negligence of PE. PE's liability for CLIENT's claims shall be limited to the lesser of fees paid to PE or \$100,000. PE's liability with respect to any claims arising out of this AGREEMENT shall be limited to direct damages arising out of the services, and PE shall not be liable for any consequential loss, injury, or damage incurred by the CLIENT.

This limitation of liability will apply whether PE's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include PE's officers, affiliated corporations, employees, and subcontractors.

We also should add in e-verify and public records requirements by addendum. You may have other consultant requirements that are needed as well, which might include those.

Local Board Performance



CareerSource Southwest Florida
Program Year 2022-2023 Grade

A+

Letter Grade

98.61%

Annual Score

Metric	Metric Category	Weight	Numerator	Denominator	Rate (%)	YOY Rate Difference	Target (%)	Target Met ¹ (%)	Weighted Performance ² (%)
1. Participants with Increased Earnings	Employment and Training Services, Self-Sufficiency	0.25	1,547	2,658	58.20	-	45.00	100.00	25.00
2. Reduction in Public Assistance	Employment and Training Services, Self-Sufficiency	0.25	980	1,760	55.68	-	35.00	100.00	25.00
3. Employment and Training Outcomes	Employment and Training Services	0.20	17	18	94.44	-	100.00	94.44	18.89
4. Participants in Work-Related Training	Training Services	0.10	1,669	4,928	33.87	-	25.00	100.00	10.00
5. Continued Repeat Business	Business Services	0.05	987	3,329	29.65	-	35.00	84.71	4.24
6. Year-Over-Year Business Penetration	Business Services	0.05	-	-	-	0.72	100.00	80.00	4.00
PY 2021-2022 Business Penetration		-	1,666	20,903	7.97	-	-	-	-
PY 2022-2023 Business Penetration		-	1,884	21,682	8.69	-	-	-	-
7. Completion-to-Funding Ratio	Employment and Training Services	0.10	3.49	4.66	74.89	-	100.00	74.89	7.49
Exiters: Local Board (N) / Statewide (D)		-	2,803	80,318	3.49	-	-	-	-
Budget: Local Board (N) / Statewide (D)		-	\$7,354,295	\$157,813,605	4.66	-	-	-	-
Extra Credit: Serving Individuals on Public Assistance	Employment and Training Services, Self-Sufficiency	Up to 0.05 points	2,221	4,584	48.45	-	-	-	4.00
ANNUAL SCORE									98.61

[Agenda](#)

[Meeting Minutes](#)

[Immokalee 2023-2024 Zoning Planning](#)

[Region 24 Letter Grade](#)

[President and CEO Performance Appraisal](#)

[Upcoming Meetings](#)

Peg Elmore

President and CEO



Upcoming Meetings

- **Board of Directors**
November 15,2023 at 3:30p.m.
- **Youth Committee Ad-Hoc**
December 5,2023 at 10:00a.m.
- **Career Services Committee**
December 13,2023 at 2:00p.m.
- **Business & Economic Development**
December 14,2023 at 3:00p.m.

