

July 1, 2024

VIA EMAIL ONLY

Southwest Florida Workforce Development Board, Inc.
d/b/a CareerSource Southwest Florida
c/o Peg Elmore, President and CEO
6800 Shoppes at Plantation Drive, Suite 170
Fort Myers, FL 33912

**Re: General Legal Services Representation
for Fiscal Year 2024 – 2025 (and applicable renewals)**

Dear Peg:

The purpose of this letter is to set forth the specific terms of engagement for Fiscal Year 2024 – 2025 (July 1, 2024 – June 30, 2025) for Southwest Florida Workforce Development Board, Inc. d/b/a CareerSource Southwest Florida (“CSSWF”). The following are our general terms of engagement for legal services:

Primary Contact Person:

Gregory L. Urbancic
Coleman, Yovanovich & Koester, P.A.
The Northern Trust Building
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
P: 239.435.3535
F: 239.435.1218
gurbancic@cyklawfirm.com

Firm Organization and Structure: Coleman, Yovanovich & Koester, P.A. is a Naples based law firm that is currently made up of eighteen (18) attorneys working in the areas of local government law, real estate, finance, zoning and land use, development of planned communities, construction, business, trusts and estates and civil litigation. Our firm has a wide range of capabilities and a wealth of experience that enables us to provide clients with the best possible representation. Our firm was founded in 1996. A full profile of our law firm is available on our website at www.cyklawfirm.com. Our office is located at 4001 Tamiami Trail North, Suite 300, Naples, Florida 34103.

Experience and Qualifications: The primary provider of legal services to CSSWF will be Gregory L. Urbancic, Esq. I graduated from Washington & Lee University School of Law in 1998 and am licensed to practice law in Florida and have been practicing law in Florida since 1998. I have been associated with Coleman, Yovanovich & Koester, P.A. since 2002 and am a shareholder in the law firm. I have been the primary attorney providing services to CSSWF since approximately 2002 and

I am well acquainted with the CSSWF organization, its structure and committees, the role of a local workforce development board under Federal and State law, the geographic area served by CSSWF, the Consortium and its Chair acting as the "chief local elected official" for the CSSWF Region, the programs and services provided by CSSWF, and the real property and other lease issue that may be faced by CSSWF. Along with my work with CSSWF, my law firm and I have also had a great deal of experience providing general services to various other governmental entities or agencies serving on behalf of a governmental entity. For example, my law firm served as legal counsel to the City of Marco Island from 2002 through mid-2007. Prior to that work, I also assisted in providing general legal services to the City of Naples and the District School Board of Collier County. Also, I currently represent other governmental entities or agencies such as special districts and a school readiness coalition.

Additional providers of services to support me in the representation of CSSWF would be Meagan Magaldi, Esq. and Alex R. Figares, Esq. Ms. Magaldi is an associate with the firm and a graduate of the University of Florida College of Law in 2020. She has familiarity with CSSWF as she has provided certain past ancillary services to CSSWF including work on leases. Her primary practice areas are real estate and local government law. Mr. Figares is a partner with the firm and a graduate of the University of Florida College of Law in 2005. He has familiarity with CSSWF as she has provided certain past ancillary services to CSSWF including litigation support of matters faced by CSSWF, including litigation disputes, garnishments and general employment issues. His primary practice area is civil litigation. Additional background for Ms. Magaldi and Mr. Figares can be found at www.cyklawfirm.com. Other attorneys may also support in the representation of CSSWF depending upon the nature of the legal issue involved and their applicable practice experience. As noted above, there are numerous areas of practice covered by the lawyers in our firm.

Licensed to Practice: All attorneys at Coleman, Yovanovich & Koester, P.A. are licensed to practice law in Florida. Applicable Florida Bar numbers for the individuals noted above are as follows: Gregory L. Urbancic- #151068; Meagan Magaldi- #1025546, and Alex Figares- #14305.

Overall Supervision: The primary provider of legal services to CSSWF will be Gregory L. Urbancic, Esq. I will assist in overseeing the delivery of services by Coleman, Yovanovich & Koester, P.A. although individual attorneys may individually interface with, and advise, the Board and staff of CSSWF.

Fees: Our fees for legal services will be based upon the amount of time expended by our attorneys and paralegals. My current hourly rate is \$385.00 per hour. The current hourly rate for Meagan Magaldi is \$250 per hour and the current hourly rate for Alex Figares is \$550 per hour. The hourly rate for other attorneys who could provide other special services depending upon need in our firm ranges from \$175.00 to \$600.00 per hour. Hourly charges for paralegal services are presently \$150.00 per hour. These rates will be in effect for Fiscal Year 2024 – 2025 (July 1, 2024 – June 30, 2025), but may be modified over time. Our statement reflects the rates in effect at the time invoiced services were performed. It is our practice to charge clients the regularly hourly rate for time for traveling in connection with business for our clients. Costs or disbursements we advance on your behalf will be charged to you. Such costs will include long distance telephone and toll charges, authorized travel expenses, copying charges, messenger service, expedited mail, filing fees, court costs and other out-of-pocket expenses which we reasonably incur in connection with our representation of you. We will

render statements to you monthly covering services rendered and disbursements incurred during the preceding month. We expect payment of each statement upon its rendition and in no event later than fifteen days.

Addendum to Vendor Agreement: Attached.

Other Basic Terms of Engagement: By engaging us to provide the legal services noted, it authorizes our law firm to take all actions which we deem advisable on your behalf to achieve the results for which we have been retained. Nevertheless, we will, whenever possible, endeavor to consult you in advance with respect to action which we intend to take. We agree to make every effort to inform you at all times as to the status of this matter and the actions which are being taken on your behalf.

You may terminate our representation at any time by notifying us in writing, arranging to pay the final bill, and approving written instructions of the disposition of the papers and property which are in our possession. Upon such termination, your papers and property will be returned to you promptly upon our receipt of payment of outstanding statements for services and disbursements in our final bill. Our files pertaining to the matter will be retained. Termination of services will not affect your responsibility to pay for legal services rendered and disbursements incurred before termination and in connection with an orderly transition of the matter.

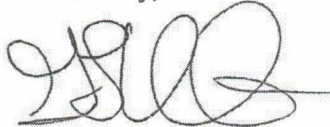
We are subject to the rules of professional conduct, which describe several types of conduct or circumstances which require or allow us to withdraw from representing a client. Nonpayment of fees or disbursements, misrepresentation or failure to disclose material facts, action contrary to our advice and conflict of interest with another client are examples of several such circumstances or conduct. We will try to identify in advance and discuss with you any situation which may lead to our withdrawal. If withdrawal ever becomes necessary, we will immediately give you written notice of our withdrawal.

{Remainder of page intentionally left blank. Signatures commence on next page.}

Southwest Florida Workforce
Development Board, Inc.
d/b/a CareerSource Southwest Florida
Page 4

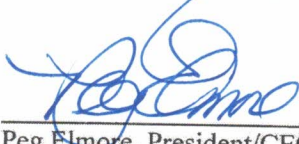
To evidence your consent to this arrangement, please sign the bottom portion of this letter where indicated and return a copy to us. We appreciate the opportunity to represent you in this matter and look forward to working with you. Our representation of you will commence upon the receipt of the executed retention letter.

Sincerely,



Gregory L. Urbancic
For the Firm

I AGREE TO THE ABOVE TERMS:



Peg Elmore, President/CEO, on
behalf of Southwest Florida Workforce
Development Board, Inc. d/b/a CareerSource
Southwest Florida

7/1/24
Date

**ADDENDUM TO VENDOR AGREEMENT
BY AND BETWEEN SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC. D/B/A
CAREERSOURCE SOUTHWEST FLORIDA AND COLEMAN, YOVANOVICH & KOESTER, P.A.**

This Addendum is part of the attached Vendor Agreement by and between Southwest Florida Workforce Development Board, Inc. (SFWDB) d/b/a CareerSource Southwest Florida and Coleman, Yovanovich & Koester, P.A. (Contractor) for services described in the Vendor Agreement attached hereto. In consideration of the mutual covenant and stipulations set forth in the agreement and Addendum herein, the parties hereby agree as follows:

1. COMPLIANCE WITH POLICIES AND LAWS

The warranty of this Section specifically includes compliance by Contractor and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS

Contractor certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS

As a condition of funding from SFWDB under Title I of the WIOA, Contractor assures that it will comply fully with the following:

- 1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- 2) Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- 3) Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs.
- 4) The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- 6) Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.
- 7) The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- 8) Equal Employment Opportunity (EEO): The Contractor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
- 9) Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements Contractor makes to carry out the WIOA Title I-financially assisted program or activity. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

4. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS, SOLID WASTE

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violation of the above to the contract manager. **Energy Efficiency:** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Contractor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g)

protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Contractor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962).

5. CERTIFICATION REGARDING LOBBYING AND INTEGRITY

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this Agreement is in excess of \$100,000, Contractor must, prior to contract execution, complete the Certification Regarding Lobbying Form.

6. CONFIDENTIALITY

It is understood that the Contractor shall maintain the confidentiality of any information, regarding SFWDB customers and the immediate family of any applicant or customer, that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by SFWDB for purposes related to the performance or evaluation of the Agreement may be divulged to SFWDB or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of the SFWDB. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

7. RIGHTS TO DATA/COPYRIGHTS AND PATENTS

The Board, State of Florida and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

8. MONITORING

At any time and as often as SFWDB, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United States and the State of Florida, or their designated agency or representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Contractor's expense, at reasonable locations as determined by SFWDB. Contractor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from SFWDB.

9. PUBLIC ANNOUNCEMENTS AND ADVERTISING

Contractor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

10. PUBLIC ENTITY CRIMES

Contractor shall comply with subsection 287 .L33(2)(a), F.S., whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

11. THE PRO-CHILDREN ACT

Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

12. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

1. Either party may request termination of modified agreement upon 30 days prior written notice to the other party.
2. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this modified agreement is funded.
3. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
 - a. Contractor fails to provide any of the services it has contracted to provide; or

- b. Contractor fails to comply with the provisions of this modified agreement; or
 - c. Such termination is in the best interest of the BOARD.
4. Written notification of termination must be by registered mail, return receipt requested.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to SFWDB, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, Contractor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.

In instances where Vendors/sub grantees violate or breach modified agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

13. DOMESTIC PREFERENCES FOR PROCUREMENTS

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See Public Law 115-232, section 889 for additional information and 2 CFR part 200.471.

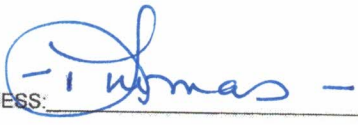
15. E-VERIFY

Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify system (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify system to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Contractor's subcontractors performing the duties and obligations of the Agreement are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

IN WITNESS WHEREOF, Contractor and SFWDB caused this Agreement to be duly executed as of the date set forth below.

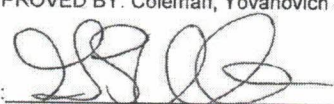
APPROVED BY: Southwest Florida Workforce
Development Board, Inc d/b/a
CareerSource Southwest Florida

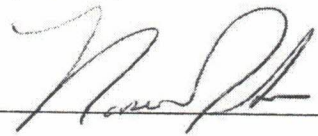
BY: 
Peg Elmore, President/CEO

WITNESS: 

Dated as of July 1, 2024

APPROVED BY: Coleman, Yovanovich & Koester, P.A.

BY: 
Gregory L. Urbancic, Vice President/ Authorized
Contractor Representative

WITNESS: 

Dated as of July 1, 2024