

SERVICES AGREEMENT

This Agreement (“Agreement”) is made this 29th day of October, 2024, (the “Effective Date”) between SHUMAKER ADVISORS FLORIDA, LLC, having an address at Bank of America Plaza, Suite 2800, 101 East Kennedy Boulevard, Tampa, Florida 33602 (“Shumaker Advisors”), and TAMPA BAY WORKFORCE ALLIANCE, INC. DBA CAREERSOURCE HILLSBOROUGH PINELLAS (“Client”), having an office at 4350 West Cypress Street, Suite 875, Tampa, Florida 33607 (collectively, “Parties”). Shumaker Advisors and Client agree as follows:

1. Engagement. Client hereby engages Shumaker Advisors to provide public affairs services as more particularly set forth on Exhibit A (the “Services”).

2. Registration. If required by law, representatives of Shumaker Advisors shall register as a lobbyist, and file periodic reports at Client’s request. Registration requires that Shumaker Advisors file a completed Registration Form and an Authorization Form and pay the applicable registration fee. These registration fees vary from municipality to municipality, county to county, and state to state. Registration is also required to lobby on the federal level. The registration must be renewed on an annual basis. Some jurisdictions require a first time set up fee and separate registration fees for multiple issues. The Client will be billed for the Registration fees as applicable. Shumaker Advisors may also advise and assist Client, in completing Client-related reporting as required by the applicable laws and regulations.

3. Compensation and Expenses. Client agrees to pay Shumaker Advisors a flat fee of Five Thousand Dollars (\$5,000.00) per month for the Services. Each monthly payment shall be paid by the 5th day of each calendar month in advance. Payments shall be due for a minimum of twelve (12) months. Shumaker Advisors renders statements monthly and they are payable upon receipt. Client will be responsible for reimbursement of our out-of-pocket expenses, including all registration fees as applicable, long-distance telephone calls, facsimile, postage, copying, messenger service, travel, fee-based computerized research, and, to the extent required because of the unique time demands of the matter, secretarial overtime.

Where possible, Shumaker Advisors will channel invoices to Client for direct payment. If Client ever has questions regarding our statements or the services which are being rendered, Client shall advise Shumaker Advisors promptly so that we may address Client’s concern and take appropriate action to meet Client’s expectations. Client identifies the following representative as its point of contact for billing/invoices:

Name: Anna Munro

Title: VP of Fiscal and Administrative Compliance

Email: MunroA@CareerSourceHP.com

Phone: (813) 397 - 2064

Shumaker Advisors is confident that their clients make every effort to pay promptly. Occasionally, however, a client has difficulty in making timely payment. To avoid burdening those clients who pay their statements promptly with higher fees reflecting the added cost Shumaker Advisors incur as a result of clients who are delinquent, Shumaker Advisors will assess a monthly service charge at the rate of one percent (1%) per month for late payments. This charge will be assessed on the last day of each month against all fees and costs which were billed before the beginning of the month and remain unpaid at the end of the month. In no event will the service charge be greater than permitted by any applicable law. In the unlikely event that Shumaker Advisors are required to institute legal proceedings to collect fees and costs owed by Client, Client will also be liable for reasonable attorneys' fees incurred and other costs of collection. Lawyer time will be billed separately and at the usual hourly rate.

4. Term. This Agreement shall be for a term of twelve (12) months, beginning November 1, 2024 and ending October 31, 2025 (the "Initial Term"). At the end of the Initial Term, this contract shall automatically renew for successive one (1) year terms.

5. Termination. This Agreement may be terminated by Shumaker Advisors at any time by providing written notice to Client, and or by Client with thirty (30) days written notice provided by Client to Shumaker Advisors. Notwithstanding the preceding sentence, in the event Client terminates, Shumaker Advisors shall be entitled to the compensation specified in paragraph 3 for the remaining Initial Term of the Agreement.

6. Confidentiality. Client agrees that the terms of this Agreement shall be held strictly confidential by Client and may not be disclosed to a third party without written approval from Shumaker Advisors, except as required by law or judicial order.

7. Disclosure of Shumaker Advisor's relationship with Shumaker, Loop & Kendrick, LLP. Client understands that Shumaker, Loop & Kendrick, LLP is the managing member of Shumaker Advisors. Entering into this Agreement does not obligate Client to employ Shumaker, Loop & Kendrick, LLP to perform any legal work that Client deems necessary, whether in connection with the Services or otherwise. In the event that Client decides to retain Shumaker, Loop & Kendrick, LLP to perform legal work, Client will separately engage Shumaker, Loop & Kendrick, LLP. If Client is a current client of Shumaker, Loop & Kendrick, LLP, Client acknowledges that Shumaker, Loop & Kendrick, LLP has advised Client to seek independent legal counsel to advise Client on the questions of whether Client should proceed with the Services and whether Client should engage Shumaker Advisors to provide the Services. Client acknowledges that Shumaker Advisors does not provide legal services and is not being retained by Client to provide legal services or legal advice.

8. Choice of Law. This Agreement shall be construed, interpreted, and governed by the laws of the State of Florida.

9. Arbitration. Any dispute between Shumaker Advisors and Client shall be resolved by arbitration administered by the American Arbitration Association under its then-current Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of

Protection. Any arbitration hearings will be held in Tampa, Florida, and will be heard by one arbitrator. The Parties shall select the arbitrator within 15 days after the commencement of the arbitration. If the Parties fail to select the arbitrator on or before the expiration of the fifteen-day deadline, then AAA shall select the arbitrator within seven days thereafter. The arbitrator shall issue the Award within six months of appointment, unless the Parties mutually agree otherwise. Judgment on the award may be awarded, and any motion to vacate may be filed, only in a federal or state court in Hillsborough County, Florida, and the Parties consent to exclusive venue and personal jurisdiction in those courts. Each Party retains the right to use arbitration to seek a temporary restraining order or preliminary injunction pending arbitration. The prevailing Party shall be entitled to its reasonable costs and attorney fees for the arbitration.

10. Amendment or Waiver. This Agreement may not be modified or amended except by an instrument in writing duly executed by both Parties. The failure of either Party to require strict compliance or performance by the other Party or to fail to claim a breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor affect the effectiveness of the Agreement for any Party or prejudice either Party as regards to any provisions or conditions. No consent provided is effective unless evidenced by an instrument in writing duly signed by the Party sought to be charged with a waiver or consent of a term of this Agreement.

11. Notices. Except as otherwise set forth herein, any and all notices required under the terms of this Agreement shall be in writing and shall be sent by hand delivery or by certified mail, return receipt requested. Unless otherwise designated in writing, notices shall be addressed to the Parties at the address set forth in the beginning of this Agreement.

12. Entire Agreement. The terms of this Agreement contain the entire agreement between the Parties and supersede all prior or contemporaneous discussions, negotiations, representations, or agreements relating to the subject matter of this Agreement. No changes to this Agreement may be made unless made in writing and signed by each Party to this Agreement.

IN WITNESS WHEREOF, the Parties agree to the terms above as evidenced by the signatures below as of the Effective Date.


**CLIENT: TAMPA BAY WORKFORCE
ALLIANCE, INC. DBA CAREERSOURCE
HILLSBOROUGH PINELLAS**

Signature: 
[Sheila Doyle \(Oct 31, 2024 14:38 EDT\)](#)

By: Sheila Doyle

Its: Co-Interim Chief Executive Officer
and Chief Financial Officer

**SHUMAKER ADVISORS FLORIDA,
LLC**

Signature: 

By: Ronald A. Christaldi

Its: President and Chief Executive Officer

Exhibit A
Services

Shumaker Advisors Florida, LLC will provide the following services to TAMPA BAY WORKFORCE ALLIANCE, INC. DBA CAREERSOURCE HILLSBOROUGH PINELLAS: provide legislative consultation services on the local, state and federal levels within Pinellas and Hillsborough Counties. Shumaker Advisors will also provide relationship building, access, advocacy, and advice and appropriations work to further the financial goals of Client. Shumaker Advisors shall schedule monthly Zoom meetings with written summaries and forward to participants and Anna Munro at MunroA@CareerSourceHP.com.

ASSURANCES AND CERTIFICATIONS

The “Assurances and Certifications” ensure the inclusion and acknowledgment of the required Federal and State contracting requirements that must be included in a Contract made by Tampa Bay Workforce Alliance, Inc. dba CareerSource Hillsborough Pinellas (hereinafter referred to as “CSHP”) that are funded by Federal or State awards.

This Addendum is part of the Contract by and between Shumaker Advisors Florida, LLC (Contractor) and CSHP, each a party and collectively parties to the Contract, attached hereto, for Advocacy services.

In consideration of the mutual covenant and stipulations set forth in the Contract and Addendum herein, the parties agree as follows:

1. Termination for Cause and Convenience

- a. Termination for Convenience. The Contract may be terminated by either party for convenience when it is in their best interest. CSHP may suspend the Contract for the purpose of investigating irregularities under the contract. Any termination for convenience will be preceded by a written notice setting forth the effective date of said termination. The termination shall be effective thirty (30) calendar days after the notice is issued unless a lesser time is mutually agreed upon by both parties. The Contractor has forty-five (45) calendar days after the effective date to bill for payment. Contractor shall be entitled to receive just and equitable compensation for any services performed hereunder through the date of termination or suspension.
- b. Termination Due to Lack of Funds: If for any reason funds to finance the Contract are reduced, suspended or terminated, in whole or in part, funding for this contract may cease. CSHP shall provide no less than thirty (30) business day’s written notice of such termination.
- c. Termination for Breach: CSHP may terminate the Contract when it has determined that the Contractor has failed to provide any of the services specified therein in a timely or proper fashion, failed to perform in whole or in part, or has violated any stipulations of the Contract. CSHP will notify Contractor of such in writing. Depending on the situation and cause for the breach of Contract, CSHP may either unilaterally cancel the contract immediately or allow the Contractor ten (10) business days from receipt of notice in which to respond with a plan agreeable to CSHP to correct said deficiencies. Upon failure of Contractor to respond within the appointed time or failure of Contractor to respond with appropriate plans, CSHP will serve a termination notice that shall become effective within fifteen (15) business days after its issuance. In the event of such termination, CSHP shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by CSHP within forty-five (45) calendar days of termination date. Contractor shall provide CSHP with written notice of any perceived breach and extend CSHP ten (10) business days to cure any perceived breach under the Contract.

2. Debarment and Suspension

The Contractor certifies that it is not currently debarred, suspended, or excluded from or participation in Federal assistance program, proposed for debarment, declared ineligible, or

ASSURANCES AND CERTIFICATIONS

voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Contract, in accordance with 29 CFR Part 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement of Non-Procurement Programs.

3. Convicted and Discriminatory Vendor

- a. Convicted Vendors. The Contractor hereby represents and warrants that it has not been convicted of a public entity crime and that it is not on the State of Florida's convicted vendor list. The Contractor also represents that it is not prohibited from entering into this Agreement by Section 287.133, Florida Statutes. Discovery or proof of the contrary will result in immediate contract termination recovery of all monies paid by CSHP pursuant to the Contract and may result in debarment from CSHP's competitive procurement activities.
- b. Discriminatory Vendors. The Contractor hereby represents and warrants that it has not been listed on the discriminatory vendor list as described in section 287.134, Florida Statutes. CSHP hereby materially relies on such representation in entering the Contract. An untrue representation of the foregoing shall entitle CSHP to terminate the Contract and recover from Contractor all monies paid by CSHP pursuant to the Contract and may result in debarment from CSHP's competitive procurement activities.

4. Equal Employment Opportunity

The Contractor assures it will not discriminate in its employment practices and agree that it shall comply with Executive Order 11246, Equal Employment Opportunity Act, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

5. Prohibition on certain telecommunications and video surveillance services or equipment.

The Contractor agrees to comply with the provisions of 2 CFR Appendix II part 200 and 2 CFR part 200.216 and the requirements stated therein.

6. Public Records and Records Retention

- a. The Contractor is subject to Chapters 119 and 286 of the Florida Statutes and is responsible for responding to public records requests and subpoenas.
- b. The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor shall retain all documents related to this Contract in compliance for a period of five years from the date final payment under the Contract is received. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the five-year period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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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 CUSTODIAN OF PUBLIC RECORDS AT 813-397-2064, munroa@careersourcehp.com, 4350 West Cypress Street, Suite 875, Tampa FL 33067.

7. Severability


If any provision of this Addendum, whether in whole or in part, is held to be void or unenforceable by a Court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions will remain in full force and effect.

8. Modification

No modification of this Addendum will be effective unless it is in writing, signed and dated by both the Contractor and CSHP. The terms of this Addendum may be renegotiated and changed whenever extenuating circumstances affect the ability of either party to honor commitments made in this modified agreement. Extenuating circumstances must be for situations beyond the control or expectations of either party. Both parties must mutually agree upon renegotiation.

9. Certification and Assurance

By signing below, Contractor hereby certifies and assures that it will fully comply with the provisions listed above.



Authorized Signer (Signature)

Ronald Christaldi, President and CEO

Printed Name & Title

October 31, 2024

Date