

RELEASE OF ALL CLAIMS

This **RELEASE OF ALL CLAIMS** ("Settlement Agreement"), is entered into by and among **UNITED MIGRANT OPPORTUNITY SERVICES/UMOS, INC.**, ("UMOS") and **SOUTH FLORIDA WORKFORCE INVESTMENT BOARD d/b/a CAREERSOURCE SOUTH FLORIDA** ("SFWIB") (collectively referred to as the "Parties" or singularly referred to as "Party").

WHEREAS, on April 28, 2017, the SFWIB issued a Request for Proposals ("RFP") for Workforce Services¹, to which UMOS responded on May 25, 2017; and

WHEREAS, thereafter, UMOS was awarded funding by the South Florida Workforce Investment Board at its June 15, 2017 meeting; and

WHEREAS, prior to the commencement of services, the Parties discussed said services, and subsequently verbally agreed to the provision of services; and

WHEREAS, the SFWIB transmitted its final award notification letter to UMOS on June 30, 2017, stipulating that contracts memorializing the Parties' agreement were forthcoming; and

WHEREAS, the effective term of the agreement began on July 1, 2017, thereafter on July 3, 2017, UMOS commenced performance of contractual obligations at the Carol City, Opa Locka and Monroe CareerSource centers.

WHEREAS, contracts memorializing said agreement were transmitted to UMOS on August 21, 2017; and

WHEREAS, subsequently, the parties made a mutual decision not to continue with their agreement for the provision of Workforce Services,

¹ The term "Workforce Services" used herein is defined as provided on pages 9-17 of the April 28, 2017 Request for Proposals for said services.

NOW, THEREFORE, for and in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by the Parties that:

1. **Incorporation of Recitals.** The above recitals are true and correct to the best of the Parties' knowledge and are incorporated herein as a substantive part of this Release of All Claims.

2. **Payment.** The SFWIB shall pay **two hundred forty-nine thousand nine hundred seventy-seven dollars and forty-one cents (\$249,977.41)** to UMOS. It is understood and agreed that this payment shall be for UMOS's provision of Workforce Services delivered from **July 1, 2017** through and including **September 30, 2017**, in response to the SFWIB's April 28, 2017 RFP and in accordance with **Exhibit A – Statement of Work, of the Contract**, attached hereto and incorporated by reference as if fully set forth herein ("services rendered"). Such payment, which includes earned performance (for the months of July and August) and cost reimbursement (for the month of September) funds, is not to be construed as an admission of liability by either Party, and is merely intended to resolve this matter and buy peace. Without exception, payment shall be made within fifteen (15) days of the last Party's execution of this Settlement Agreement.

3. **Release.** UMOS together with its parent(s), assigns, subsidiaries, affiliates, predecessors (including in-interest), successors (including in-interest), divisions, departments, agencies, all affiliated entities, managers, supervisors, insurers, shareholders, principals, agents, directors, officers, employees, servants, representatives, attorneys, partners, agencies, joint ventures and any and all other persons or entities who have at any time acted, or purported to act on its behalf (hereinafter "UMOS") hereby voluntarily and knowingly, individually and collectively, releases and forever waives and discharges the SFWIB, together with its Board members, parents, assigns, subsidiaries, affiliates, predecessors (including in-interest), successors

(including in-interest), divisions, departments, agencies, all affiliated entities, managers, supervisors, insurers, shareholders, principals, agents, directors, officers, employees, servants, representatives, attorneys, partners, joint venturers and any and all other persons or entities who have at any time acted, or purported to act on its behalf (hereinafter the "SFWIB and its Related Entities"), from any and all claims, demands, actions, causes of action, liabilities, damages, costs, and judgments of every type and description whatsoever specifically relating to the provision of Workforce Services that UMOS and its Related Entities have, may have, or may ever claim to have against the SFWIB and its Related Entities for damages of any kind or nature or other legal or equitable relief of any type or description whatsoever whether known or unknown, whether accrued or unaccrued, in connection with, related to, or arising out of the provision of Workforce Services.

4. **Entire Agreement.** The undersigned declare and represent that no promise, inducement or agreement not expressly contained herein has been made to the undersigned, and that this Agreement contains the entire agreement between the Parties hereto, and that the terms of this Agreement are contractual and not mere recitals.

5. **Preparation of Release of All Claims.** The Parties agree that this Agreement is a negotiated RELEASE that has been typed by one Party for the convenience of the other and that it shall not be construed for or against either Party as a result.

6. **Indemnification.** UMOS agrees to indemnify and hold harmless the SFWIB, its officers, employees, agents, servants, agencies and instrumentalities from any and all claims, demands, actions or causes of action, suits, or proceedings of any kind arising out of, relating to, resulting from, or in connection with Workforce Services rendered by UMOS on behalf of SFWIB between July 1, 2017 through and including September 30, 2017, including, but not limited to, those involving the unauthorized use of client information, tort claims, disallowances,

and regulatory matters, and from all damages, expenses, attorneys' fees, costs of defense, bills, penalties, interest, fines, and liens which the SFWIB may bear and incur by reasons thereof.

UMOS also agrees to indemnify and hold harmless the SFWIB, its officers, employees, agents, servants, agencies and instrumentalities from all manner of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, costs, expenses, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims and demands whatsoever in law or in equity, which have or may be asserted by any third party arising out of, relating to, or resulting from, or in connection with any Workforce Services rendered by UMOS on behalf of SFWIB between July 1, 2017 through and including September 30, 2017, including, but not limited to, those involving the unauthorized use of client information, tort claims, disallowances, and regulatory matters related to said Workforce Services rendered, and from all damages, expenses, attorneys' fees, costs of defense, bills, penalties, interest, fines, and liens which the SFWIB may bear and incur by reasons thereof.

UMOS further agrees to indemnify and hold harmless the SFWIB, its officers, employees, agents, servants, agencies and instrumentalities from all other bills or expenses of whatever kind whatsoever incurred by UMOS arising out of the Workforce Services rendered, including, but not limited to any lien arising by operation of law or otherwise out of such bills or expenses, and including, but not limited to, all attorneys' fees and costs.

UMOS accepts responsibility for and agrees to pay any and all liens, claims for reimbursement, bills and assigned or subrogated claims or interests including, but not limited to, collateral source payers as defined by Florida law, federal and state tax liens, attorneys' fees and costs, which may be applicable to the Workforce Services rendered, including, but not limited to the unauthorized use of client information, tort claims, disallowances, and regulatory matters related to said Workforce Services rendered, or claims arising out of or related to any claims asserted by UMOS or which could have been asserted by UMOS or on UMOS's behalf arising

out of the Workforce Services rendered, including, but not limited to the unauthorized use of client information, tort claims, disallowances, and regulatory matters related to said Workforce services rendered, are the subject of this Agreement, irrespective of when the aforementioned is initially disclosed to UMOS.

7. **Entire Agreement.** This Agreement supersedes all prior agreements and understandings between UMOS and the SFWIB. No cancellation, modification, amendment, deletion, addition or other changes in the Agreement or any provision hereof or any right herein provided shall be effective for any purpose unless specifically set forth in a subsequent written agreement signed by both the SFWIB and UMOS.

8. **Severability.** With the exception of the requirement that the SFWIB make PAYMENT set forth herein, should any other provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal, invalid or unenforceable part, term or provision shall be deemed not to be part of the Agreement and all other valid provisions shall survive and continue to bind the parties.

9. **Governing Law.** The law governing this Agreement shall be that of the State of Florida and venue for any action arising from this agreement shall be in Miami-Dade County, Florida, to the exclusion of all others.

10. **Costs and Fees.** The Parties have read the foregoing Release of All Claims and fully understand it and agree to bear their own attorney's fees and costs and expenses incurred in connection with the provision of services and this Release.

11. **Counterparts.** This Release of All Claims may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

INTENTIONALLY LEFT BLANK

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed, and delivered this 29 day of May, 2018.

CAUTION: READ BEFORE SIGNING BELOW

Lupe Martinez, President ("UMOS")
United Migrant Opportunity Services/UMOS Inc.

Kaye Hartmann
Witness (Print name)

Kaye Hartmann
Witness (Sign)

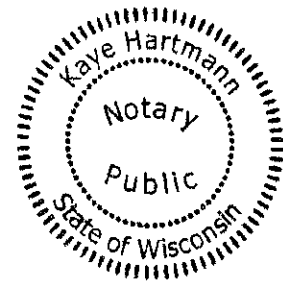
STATE OF Wisconsin ::ss

COUNTY OF Milwaukee :

On the 29th day of May, 2018 before me personally appeared Lupe Martinez, to me known to be the person(s) named herein and who executed the foregoing Release and who acknowledged to me that he/she voluntarily executed the same.

My Commission Expires: March 5, 2021

Notary Public, State of Wisconsin



SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

Rick Beasley
Rick Beasley
Executive Director, SFWIB

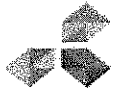
5/31/18
Date

Mariangel Reyes

From: Christine Azor
Sent: Monday, June 04, 2018 2:46 PM
To: Aylen Hidalgo-Gato; Blanca Richardson; Mariangel Reyes
Subject: FW: UMOS Executed: Closure and execution of documents
Attachments: UMOS Release Executed 5.31.18 (Exhibit A separate file).pdf; UMOS Release Exhibit A only.pdf

For your records. We do not have an original. It's in central file.

Christine Azor
Assistant Director, Finance
CareerSource South Florida
7300 Corporate Center Drive Suite 500
Miami, FL 33126
P: 305-929-1571 | F: 305-470-5525
email: christine.azor@careersourcesfl.com
web: www.careersourcesfl.com



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SOUTH FLORIDA

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From: Roxanne Soto
Sent: Monday, June 04, 2018 11:38 AM
To: Graves, Shanika (CAO)
Cc: Rick Beasley; Christine Azor
Subject: UMOS Executed: Closure and execution of documents

Good morning Shanika: Attached please find a scanned copy of the UMOS Release of All Claims Agreement executed 5/31/18.

Scanned files attached:

1. UMOS Release of All Claims
2. UMOS Release Exhibit A-Statement of Work and attachments

Please verify that the below is correct to send the original Agreement via regular US Mail:

Lupe Martinez, President
United Migrant Opportunity Services/UMOS Inc.
P.O. Box 04129
Milwaukee, WI 53204

Thanks,

Roxanne Soto
Contracts Administrator
CareerSource South Florida
7300 Corporate Center Drive, Suite 500
Miami, FL 33126

P: 305-929-1581 | F: 305-470-5519
email: roxanne.soto@careersourcesfl.com
web: www.careersourcesfl.com



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From: Graves, Shanika (CAO) [<mailto:Shanika.Graeves@miamidade.gov>]
Sent: Thursday, May 31, 2018 9:23 AM
To: Christine Azor
Cc: Roxanne Soto; Marian M. Smith
Subject: Re: Closure and execution of documents

Ask staff to come to the 28th floor and ask for me or Judi McBride. I have the documents with me and won't be in until after 10:30.

Sent from my iPhone

On May 31, 2018, at 9:08 AM, Christine Azor <christine.azor@careersourcesfl.com> wrote:

This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected emails. Please click here if this is a suspicious message reportspam@miamidade.gov **Enterprise Security Office**

Staff will pick it up this morning. We need to go by to get checks signed. Please call me so we can confirm where to go to. We usually stop by the mailroom but not sure if you wanted to leave them there.

Christine Azor
Assistant Director, Finance
CareerSource South Florida
7300 Corporate Center Drive Suite 500
Miami, FL 33126
P: 305-929-1571 | F: 305-470-5525
email: christine.azor@careersourcesfl.com
web: www.careersourcesfl.com

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From: Graves, Shanika (CAO) [<mailto:Shanika.Graeves@miamidade.gov>]
Sent: Wednesday, May 30, 2018 1:38 PM
To: Roxanne Soto; Christine Azor
Subject: RE: Closure and execution of documents

For some reason the documents were sent to my office, not yours. Please advise how I should transmit or if someone will pick them up. Thank you.

Shanika A. Graves

Assistant County Attorney
111 NW 1st Street
Suite 2810
Miami, Florida 33128
(305) 375-5706 - Direct Line
(305) 375-5611 - Fax
sgraves@miamidade.gov

From: Graves, Shanika (CAO)
Sent: Wednesday, May 30, 2018 12:15 PM
To: Roxanne Soto <roxanne.Soto@careersourcesfl.com>; christine.azor@careersourcesfl.com
Subject: Fwd: Closure and execution of documents

Please see below. Thank you

Sent from my iPhone

Begin forwarded message:

From: "Bauknecht, John" <John.Bauknecht@umos.org>
Date: May 30, 2018 at 11:43:47 AM EDT
To: "Graves, Shanika (CAO)" <Shanika.Graves@miamidade.gov>
Subject: RE: Closure and execution of documents

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<hr>

Hi Shanika,
Fedex records now show delivery at 10:05 am
Thanks
John

-----Original Message-----

From: Graves, Shanika (CAO) <Shanika.Graves@miamidade.gov>
Sent: Wednesday, May 30, 2018 9:24 AM
To: Bauknecht, John <John.Bauknecht@umos.org>
Subject: Re: Closure and execution of documents

Hi John,

I'm at CSSF and was just advised the originals have not been received. When were they transmitted?

Sent from my iPhone

On May 30, 2018, at 8:04 AM, Bauknecht, John
<John.Bauknecht@umos.org> wrote:

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Shanika,

Finally, our months of mutual effort have resulted in closure.

The signed release forms sent by SFWIB to UMOS have been signed and returned to SFWIB.

UMOS has provided all financial , staffing and program data, documentation and information requested by SFWIB , and identified by SFWIB , as the sole remaining requirements of UMOS necessary to satisfy all SFWIB demands for agreement and payment.

Please have your client sign and return the "Release of all claims document " , today if possible. That would allow me to complete my discussions with the UMOS Executive team as I mentioned in a prior email. Nonetheless , considering the length of the negotiation process, prompt execution of the agreement this week is appropriate.

I Thank you

John