

Public Housing and Community Development

701 NW 1st Court, 16th Floor Miami, FL 33136-3914 T 786-469-4100 • F 786-469-4199

miamidade.gov

June 5, 2017

Ms. Marian Smith CareerSource South Florida 7300 Corporate Center Drive, Suite 500 Miami, Florida 33126

Re: Community Space Lease Agreement Renewal

Dear Ms. Smith:

Enclosed for your records is your renewed Community Space Lease Agreement (Agreement) for the space your program currently occupies at the Edison Courts Public Housing and Community Development site.

Should you have any questions or require additional information, please contact the Resident Services Unit at: 786-469-4133.

Sincerely,

Penelope Bivins

Resident Services Unit

Enclosure

This Community Space Lease Agreement ("Agreement"), made this _____ day of ______, 20___, is entered into by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County" or "Landlord"), located at 111 N.W. 1st Street, Miami, Florida 33128 and South Florida Workforce Investment Board dba CareerSource South Florida, (hereinafter referred to as "Tenant/Provider") whose address is 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126.

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout Miami-Dade County; and

WHEREAS, the Landlord recognizes the importance of providing supportive services to residents of its assisted housing which includes Public Housing residents, Section 8 Housing Choice Voucher recipients, home ownership participants and other government assisted housing participants; and

WHEREAS, the Tenant/Provider which is a not-for-profit organization or government entity, provides or will develop services of value to the Landlord and its assisted housing residents and has demonstrated an ability to provide these services; and

WHEREAS, the Landlord is desirous of obtaining such services of the Tenant/Provider for its assisted housing residents and the Tenant/Provider is desirous of providing such services; and

WHEREAS, the Landlord agreed to lease its space on its assisted housing premises to the Tenant/Provider so that Tenant/Provider can provide its services to assisted housing residents and accordingly passed Resolutions Nos. R-753-13, R-296-99, 891-92 and 287-89,

NOW, THEREFORE, in consideration of the mutual covenants record herein, the parties hereto agree as follows:

- I. <u>THE PREMISES</u>. The Landlord shall lease to Tenant/Provider the premises located at the Edison Courts Public Housing Development, 325 NW 62nd Street, Miami, Florida (hereinafter "Premises").
- II. THE SCOPE OF SERVICES. While the Tenant/Provider is in possession of the Premises described in paragraph I of this Agreement, the Tenant/Provider agrees to render the services in accordance with the scope of services incorporated herein and attached hereto as Attachment A. Tenant/Provider agrees that at least fifty percent (50%) of its clients at any one time shall be residents of Miami-Dade County assisted housing. Assisted housing shall mean public housing, Section 8 housing, affordable home ownership program, and other government assisting housing programs. Tenant/Provider shall actively seek residents of Miami-Dade County assisted housing as clients. Failure

C:\WP\TS\A03.DOC TYPE I: General Services (General office admi. // Tutoring/Various Classes) REVISED: 01/23/2017 to serve assisted housing residents at the percentage level described above shall be grounds for termination of this Agreement in accordance with Paragraph XXII of this Agreement. Tenant/Provider shall report the following information in writing on a quarterly basis to the site manager of the Landlord's housing department, Miami-Dade Public Housing and Community Development Department (PHCD) which oversees the Premises described in Paragraph I of this Agreement: the actual number of assisted housing residents served within the previous three (3) months and the type of services they received; the actual number of children of assisted housing residents served within the previous three (3) months and the type of service they received; the percentage of its clients who are assisted housing residents; and the percentage of its clients who are children of assisted housing residents.

- III. <u>AUTHORIZED AGENT ON PREMISES</u>. Tenant/Provider shall designate a responsible individual on site that is authorized to communicate with and receive communication from the Landlord's site manager in order to effectuate a cooperative and efficient use of the Premises by the Tenant/Provider.
- IV. <u>EFFECTIVE TERM</u>. Both parties agree that the effective term of this Agreement shall be from February 1, 2017 to January 31, 2018. At the sole option of the Landlord, this Agreement may be renewed for two (2) additional one (1) year periods.
- V. <u>RENT PAYABLE</u>. Tenant/Provider shall pay rent in the amount of zero (\$0) per month/year. The rent shall be due on or before the first of each month/year. In the event Tenant/Provider fails to meet its obligations to serve at least fifty percent (50%) of the residents of Miami-Dade County assisted housing, the Landlord shall give Tenant/Provider ten (10) days written notice of their non-compliance. Tenant/Provider shall have ten (10) days from the date of said notice to cure such non-compliance. In the event, Tenant/Provider fails to cure such non-compliance, the Landlord, at its sole discretion, may terminate this Agreement or charge the fair market rent for the Premises, which shall be determined by the Landlord at the expiration of the cure period.
- VI. <u>USE OF PREMISES</u>. Tenant/Provider shall use the Premises only to provide the services described in the scope of services which is incorporated herein and attached as Attachment A. Tenant/Provider shall be entitled to use the space described only during the hours of 8am to 7pm Monday thru Thursday and 8am to 5pm Friday Tenant/Provider shall leave the Premises clean at the completion of programs each business day. The Landlord agrees to allow the Tenant/Provider from time to time to utilize the space after normal business hours for the purposes of conducting meetings, trainings, or for other program related reasons. The Tenant/Provider agrees to advise the Landlord's site manager in advance of the date and time it desires to use the space beyond hours stated in this section. Tenant/Provider is responsible for securing its own personal property and agrees to hold Miami-Dade County harmless in the event of loss, theft, or damage when resident programs are conducted in the leased space.

VII. <u>CONDITIONS OF PREMISES</u>. The Landlord shall ensure that the Premises are in a state of good repair and suitable for occupancy by the Tenant/Provider at the commencement of this Agreement. By entering into this Agreement, the Tenant/Provider agrees that the Premises will be returned to the Landlord in the same condition as when received subject to normal wear and use.

Tenant/Provider shall comply with community room capacity laws and therefore shall ensure enough space for the safety and enjoyment of the participants.

The Landlord has the right to inspect the Premises at any time to assure that all terms of the lease are being met. Tenant/Provider must immediately take corrective actions as a result of the Landlord's inspection findings.

- VIII. <u>PARKING</u>. Parking spaces for program participants shall be negotiated with the Landlord. The negotiated parking arrangement shall be reduced to writing and attached to this Agreement as Exhibit B. Buses or commercial vehicles will only be permitted to park at Landlord's facilities to make deliveries or drop off passengers.
- IX. <u>UTILITIES</u>. Tenant/Provider shall pay for utilities directly to the correspondent utility company. If the utility meter covers several areas, Tenant/Provider shall pay the Landlord for its utility consumption in proportion to the space it uses, as determined by the Landlord.
- X. MAINTENANCE. Tenant/Provider shall be responsible for maintaining the Premises. All routine maintenance and minor repairs shall be performed at the Tenant/Provider's expense. If the Landlord performs routine maintenance and minor repairs on behalf of the Tenant/Provider, the Landlord shall charge the Tenant/Provider for time and materials used. Routine maintenance and minor repairs include but are not limited to: plastering and interior painting; electrical work such as installing or changing lamps, bulbs and fuses, replacing outlet covers and other work that does not require rewiring or working inside the electrical box; minor plumbing repairs such as changing a faucet; repairing air conditioners; changing air conditioners filters; minor line blockages; replacing kitchen cabinets and counter tops.

The Landlord shall be responsible for major repairs. Major repairs include but are not limited to: replacement of roofs or central air conditioner units; structural repairs; interior electrical wiring; electrical panel replacements and repairs; major plumbing repairs; fire control systems; and exterior painting.

The Tenant/Provider shall not make renovations or install any fixtures, equipment, fencing, or locks without prior written approval of the Landlord. All fixtures installed by Tenant/Provider shall become the property of Landlord upon termination of the lease agreement.

The Tenant/Provider shall be responsible for reimbursement to the Landlord for any and all losses or damages to property and/or equipment resulting from the operations of the Tenant/Provider's programs.

Tenant/Provider shall maintain and operate the Premises in a clean and sanitary condition and return same to Landlord at the expiration or termination of this lease.

- XI. <u>KEYS</u>. Locks may be changed with the Landlord's permission at the Tenant/Provider's expense, if the Landlord's site manager is immediately furnished a set of keys.
- XII. <u>SIGNAGE.</u> All signage must be in keeping with the residential nature of the property, all applicable building and zoning laws, and approved in writing by Landlord prior to installation.
- XIII. <u>JANITORIAL SERVICES</u>. The Tenant/Provider shall be responsible for all janitorial services including cleaning supplies. In the event that the Tenant/Provider requests janitorial services from Landlord, services will be provided for a fee to be negotiated between Landlord and Tenant/Provider. The negotiated janitorial services and fee shall be reduced to writing and attached to this Agreement as Exhibit D.
- XIV. TRASH AND GARBAGE DISPOSAL. Tenant/Provider shall make all necessary arrangements, including billing, with local trash and garbage disposal companies. The Tenant/Provider may also pay Landlord for this service. The negotiated extermination services and fee shall be reduced to writing and attached to this Agreement as Exhibit E.

XV. INDEMNIFICATION BY PROVIDER.

(A) All Other Tenants/Provider. Tenant/Provider shall indemnify and hold harmless the Landlord and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Landlord or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes or actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Tenant/Provider or its employees, agents, servants, partners, principals or subcontractors. Tenant/Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Landlord, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Tenant/Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Tenant/Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Landlord or its officers, employees, agents and instrumentality's as herein provided.

XVI. INSURANCE.

(A) Tenant/Provider Obligations.

- 1. Modification and Changes. The Tenants shall notify the Landlord of any intended changes in insurance coverage, including but not limited to any renewals of existing insurance policies. Upon review of the Tenant/Provider's Scope of Services (Attachment A) by Miami-Dade County's Risk Management Division, the Landlord may increase, decrease, waive or modify any of the following insurance requirements. Any request by a Tenant/Provider to decrease, waive or modify any of the following insurance requirements must be approved in writing by Miami-Dade County's Risk Management Division.
- 2. <u>Minimum Insurance Requirements: Certificates of Insurance</u>. The Tenant/Provider shall furnish to Miami-Dade County, Public Housing and Community Development, 701 NW 1 Ct, 16th Floor, Miami, FL 33136, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
 - (a) Worker's Compensation Insurance for all employees of the Tenant/Provider as required by Florida Statute 440.
 - (b) Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
 - (c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1) The company must be no less than "B" as to management, and no less than "Class V" as to financial strength, by

Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

- 2) The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the Department of Financial Services and are members of the Florida Guaranty Fund.
- (d) Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.
- (e) Compliance with the foregoing requirements shall not relieve the Tenant/Provider of its liability and obligations under this section or under any other section of this agreement.
- (f) Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of Miami-Dade County's Risk Management Division. The Tenant/Provider shall notify the Landlord of any intended changes in insurance coverage, including any renewals of existing policies.
- (g) The County reserves the right to inspect the Tenant/Provider's original insurance policies at any time during the term of this Agreement.
- (A) Failure to Provide Certificate of Insurance. If the Tenant/Provider fails to furnish the Landlord with the Certificate of Insurance or written verification required under this section or as determined by Miami-Dade County's Risk Management Division after review of the Scope of Services (Attachment A), the Landlord deem this to be a breach of this Agreement as set forth in Paragraph XXII of this Lease. Failure to provide the Certificates of Insurance or written verification within sixty (60) days of execution of this Agreement may result in termination of this Agreement.

NOTE: MIAMI DADE COUNTY CONTRACT NUMBER AND TITLE OF CONTRACT MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY 111 NW 1ST STREET SUITE 2340

- XVII. PROOF OF LICENSURE AND CERTIFICATIONS. If the Tenant/Provider is required by the State of Florida or Miami-Dade County to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Services (Attachment A), the Provider shall furnish a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to child care, day care, nursing homes, and boarding homes. Failure to provide the licenses or certificates within sixty (60) days of execution of this Agreement may result in termination of this Agreement.
 - A. Background Screening: The Tenant/Provider agrees to comply with all applicable laws, regulations, ordinances and resolutions regarding background screening of employees and subcontractors. Tenant/Provider's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees and subcontractors is grounds for a material breach and termination of this Agreement at the sole discretion of the Landlord.

The Tenant/Provider agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended form time to time), regulations, ordinances and resolutions, regarding background screening of those who may work with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or Miami-Dade County, the Tenant/Provider will permit only employees and subcontractors with a satisfactory national criminal background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) to work in direct contact with vulnerable persons.

The Tenant/Provider agrees to ensure that employees and subcontracted personnel who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working with vulnerable persons. Provider shall furnish the Landlord with proof that employees and subcontracted personnel, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If the Tenant/Provider fails to furnish to the Landlord proof that an employee or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee or subcontractor working with a vulnerable person or vulnerable persons, the Landlord, at its sole discretion, shall terminate this Agreement in accordance with Paragraph XXII of this Agreement

- XVIII. <u>CONFLICT OF INTEREST</u>. The Tenant/Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as it fully set forth herein, in connection with its contract obligations hereunder.
- XIX. CIVIL RIGHTS. The Tenant/Provider agrees to abide by Chapter 11A, of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing, and public accommodations on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, status as a victim of domestic violence, dating violence or stalking, gender identity, gender expression, sexual orientation, or source of income; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment, housing, and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended, which prohibits discrimination in employment and public housing accommodations; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; and the American with Disability Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and accommodation because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the Landlord shall have the right to terminate this Agreement. It is further understood that the Provider must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transits Act, 49 U.S.C. § 1612, and the Fair Housing Act, 42 U.S.C. § 3601 et seq. If the Tenant/Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider, is found by the responsible enforcement agency, the Courts or the Landlord to be in violation of these Acts, the Landlord will conduct no further business with the Tenant/Provider. Any contract entered into based upon a false affidavit shall be voidable by the Landlord. If the Tenant/Provider violates any of the Acts during the term of any contract the Tenant/Provider has with the Landlord, such contract shall be voidable by the Landlord, even if the Tenant/Provider was not in violation at the time it submitted its affidavit.

The Tenant/Provider certifies that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 t. seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees

working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the Provider.

- XX. <u>PUBLIC RECORDS</u>. If applicable, pursuant to Section 119.0701, Florida Statutes, the Tenant shall:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the Landlord in order to perform the service;
 - (b) Upon request from the Landlord's custodian of public records identified herein, provide the Landlord with a copy of the requested records or allow the public with access to the public records on the same terms and conditions that the Landlord would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the services under this Agreement if the Tenant does not transfer the records to the Landlord; and
 - (d) Meet all requirements for retaining public records and transfer to the Landlord, at no Landlord cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Tenant upon termination of this Agreement. Upon termination of this Agreement, the Tenant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Landlord in a format that is compatible with the information technology systems of the Landlord.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the Landlord.

In addition to penalties set forth in Section 119.10, Florida Statutes, for the failure of the Tenant to comply with Section 119.0701, Florida Statutes, and this Paragraph XX of this

Agreement, the Landlord shall avail itself of the remedies set forth in Paragraph of this Agreement.

IF THE TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE LANDLORD'S CUSTODIAN OF PUBLIC RECORDS AT:

Miami-Dade County
Public Housing and Community Development
701 N.W. 1st Court, 16th Floor
Miami, Florida 33136
Attention: Alisa Caballero
Email: ALARA@miamidade.gov

XXI. <u>NOTICES</u>. It is understood and agreed between the parties that written notice addressed to the Landlord and mailed or delivered to the address below and written notice addressed to the Tenant/Provider and mailed or delivered to the address below shall constitute sufficient notice to either party.

Landlord

Public Housing and Community Development 701 NW 1st Court, 16th Floor, Miami, FL 33136

Tenant/Provider

South Florida Workforce Investment Board d/b/a CareerSource South Florida 7300 Corporate Center Drive, Suite 500 Miami, Florida 33126

XXII. <u>AUTONOMY</u>. Both parties agree that this Agreement recognizes the autonomy of each of the parties and does not stipulate or imply affiliation between the contracting parties. It is expressly understood and intended that the Tenant/Provider is only a tenant/provider and is not an agent or instrumentality of the Landlord.

XXIII. BREACH: REMEDIES

(A) Breach. A breach by the Tenant/Provider shall have occurred under this Agreement if: (1) the Tenant/Provider fails to adequately provide the services outlined in the Scope of Services (Attachment A) within the effective term of this Agreement; (2) the Tenant/Provider does not furnish the Certificates of Insurance required by this Agreement or as determined by Miami-Dade County's Risk Management Division; (3) the Tenant/Provider does not furnish proof of licensure and certification required by this Agreement, including but not limited to any required background screening required by this Agreement; (4) the Tenant/Provider fails to pay rent on or before the date that it is due; (5) the Tenant/Provider does not have the required percentage of assisted housing residents or their children as clients; (6) the Tenant/Provider fails to properly

maintain the Premises, make repairs, pay utilities, obtain garbage collection, complete extermination, and or perform other general upkeep of the Premises; (7) the Tenant/Provider discriminates under any of the laws outlined in Section VII of this Agreement; (8) the Tenant/Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Exhibit F); (9) the Tenant/Provider, attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; or (10) the Tenant/Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement.

Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

- Remedies. Landlord and Tenant/Provider may terminate this Agreement and (B) may pursue any and all remedies available under applicable law for a breach under the Lease Agreement. If, for any reason, the Tenant/Provider should attempt to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the Landlord shall, whenever practicable terminate this Agreement by giving written notice to the provider of such termination and specifying the effective date thereof at least five days before the effective date of such termination. The county may terminate or cancel any other contracts which such individual or entity has with the county and that such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the county through fraud, misrepresentation or material misstatement may be debarred from county The Landlord may seek to evict contracting for up to five (5) years. Tenant/Provider by filing an action in a court of appropriate jurisdiction.
- (C) <u>Damages Sustained</u>. Notwithstanding the above, the Tenant/Provider shall not be relieved of liability to the Landlord for damages sustained by the Landlord by virtue of any breach of the Agreement. The landlord may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Tenant/Provider shall be responsible for all direct and indirect cost associated with such action, including attorney's fees.
- XXIV. TERMINATION BY EITHER PARTY. Both parties agree that this Agreement may be terminated by either party hereto by written notice to the other party of such intent to terminate at least ninety (90) days prior to the effective date of such termination or as determined by law. The director of the Public Housing and Community Development is authorized to terminate this Agreement on behalf of the Landlord.

XXV. MISCELLANEOUS.

- (A) <u>Sublease</u>. The parties agree that no assignments or sublease will be made or let in connection with this Agreement without the prior written approval of the Landlord, which shall not be unreasonably withheld, and that all sublessors or assignees shall be governed by the terms and conditions of this Agreement.
- (B) <u>Agreement Guidelines.</u> The Tenant/Provider agrees to comply with all applicable Federal, State and County laws, rules and regulations, particularly the Landlord/Tenant Act, which are incorporated herein by reference or fully set forth herein.
- (C) Modifications. Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement including but not limited to rent payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement. The County has established the Office of Inspector General which is empowered to perform random audits on all County contracts throughout the duration of each contract. Grant recipients are exempt from paying the cost of the audit, which is normally ¼ of 1% of the total contract amount.
- (D) The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed charge orders to the Contract. The Inspector General is empowered to retain the services of Independent Private Sector Inspectors General (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance

of the contract, including, but not limited to original estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Provider in connection with the performance of the contract.

Nothing in this Agreement shall impair any independent right of the Landlord to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the Landlord by the Provider or third parties.

Notwithstanding the provisions set forth herein, the Landlord has the right to retain the services of an Independent Private Sector Inspector General (IPSIG), whenever the Landlord deems it appropriate to do so. Upon written notice from the Landlord, the Provider shall make available, to the IPSIG retained by the Landlord, all requested records and documentation pertaining to this Agreement or any subsequent award for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Provider's cost/price for this Agreement, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Provider, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the Landlord to conduct, audit or investigate the operations, activities and performance of the Provider in connection with this Agreement or any related contract. The terms of this provision are neither intended nor shall they be construed to impose any liability on the Landlord by the Provider or third party.

(E) Totality of Agreement/Severability of Provisions. This (15) page Agreement with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:

Agreement Program Narrative (Scope of Services)

Attachment B:

Parking Agreement (Not Applicable)

Attachment C:

Utility Payment Schedule (Not Applicable)

Attachment D:

Attachment E:

Janitorial Services (Not Applicable)

Extermination Services (Based on type of service) W/A

Attachment F: Miami-Dade County Affidavits
Attachment G: State Public Entities Crime Affidavit

No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

- (F) Except as otherwise enumerated herein, no amendment to this Agreement shall be binding on either party unless in writing and signed by both parties and approved by the Landlord Attorney's Office, provided, however, that the Landlord may effect amendments to this Agreement without the written consent of the Tenant/Provider, to conform this Agreement to changes in the laws, directives, guidelines, and objectives of County, State and Federal governments.
- (G) Nothing herein shall alter, affect, modify, change or extend any other agreement between the Provider and the Landlord, or any department of Miami-Dade County unless specifically stated herein.
- (H) The invalidity of all or any part of this Agreement shall not render invalid the remainder of this Agreement or the remainder of such section, if the remainder would then conform to the requirements of applicable law.
- (I) This Agreement shall be governed under the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect and performance. Venue for any litigation between parties regarding this Agreement shall lie only in state and federal court in Miami-Dade County, Florida.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers as of the day and year first above written.

(SEAL)

By: CSignature of Authorized Representative	By:
Rick Beasley Type or Print Name	<u>Marian Smith</u> Type or Print Name
Witnesses: By: (Signature) Lenny Connin Maynen Type or Print Name	By: Mallow Sylandard (Signature) SHOW F. 115 TARAN E Type or Print Name
ATTEST:	
HARVEY RUVIN, CLERK	MIAMI-DADE COUNTY, FLORIDA
By: DEPUTY CLERK	By: MAYOR OR DEPUTY MAYOR RUSSEN Benford
Approved as to form and legal sufficiency:	
By: Assistant County Attorney	COUNTY RE
TYPE 1 Tutoring/Computer Training/Various Classes/General Office Admin REVISED. 01:10:2011	age 15 of 15

MIAMI-DADE COUNTY AFFIDAVITS

The contracting individual or entity (government or otherwise) shall indicate by an "X" all affidavits that pertain to this contract and shall indicate by an "N/A" all affidavits that do not pertain to this contract. All blank spaces must be filled.

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT; MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT; MIAMI-DADE CRIMINAL RECORD AFFIDAVIT; DISABILITY NON-DISCRIMINATION AFFIDAVIT; and the PROJECT FRESH START AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies thereof, the State or any political subdivision or agency thereof; it shall however, pertain to municipalities of the State of Florida. All other contracting entities or individuals shall read carefully each affidavit to determine whether or not it pertains to this contract.

uns contract.				
I, Rick Beasley Affiant	· · · · · · · · · · · · · · · · · · ·	, being first	duly sworn s	tate:
The full legal name and k Miami-Dade County are (F				ontraction or transacting business with
	20-4957175			
	Federal Employe	r Identifica	ation Numbe	r (If none, Social Security)
South Florida Workfo	rce Investment Boar	rd		
Name of Entity, Individu	al(s), Partners, or Co	rporation		
CareerSource South				
Doing Business As (If sa	ıme as above, leave	blank)		
7300 Corporate Cente	er Drive, Suite 500	Miami	Florida	33126
Street Address	City		State	Zip Code
 If the contract or be shall be provided for percent (5%) or me partnership, the for transaction is with a beneficiary. The for 	usiness transaction is or each officer and direct of the corporation strust, the full legal regoing requirements struct or united States or	with a con rector and on's stock, hall be propertional and a hall not per	poration, the each stockho If the contr vided for ea ddress shall tain to contra	ec. 2-8.1 of the County Code) full legal name and business address lder who holds directly or indirectly five ract or business transaction is with a ch partner. It the contract or business be provided for each trustee and each acts with publicly-traded corporations or mes and addresses are (Post Offices
Full Legal		Addre	SS	Ownership
N/A				%
				· · · · · · · · · · · · · · · · · · ·

2		The full legal names and business address of any other individual (other than subcontractors, material men, supplies, laborers, or lenders) who have, or will have, any interest (legal, equitable beneficial or			
		otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable):			
		N/A			
3	3.	Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars (\$500.00) or imprisonment in the County jail for up to sixty (60) days or both.			
		MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, amending Sec. 2.8-1; Subsection (d)(2) of the County Code).			
	re er re	Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollar (\$10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency or any municipality of this State.			
	1.	Does your firm have a collective bargaining agreement with its employees? XX Yes No			
	2.	Does your firm provide paid health care benefits for its employees? XX Yes No			
	3.	 Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender. 			
		White: 3 Males: 2 Females: 1 Asian: 2 Males: Females: 2 Black: 23 Males: 8 Females: 15 American Indian: Males: Females: Hispanics: 39 Males: 13 Females: Aleut (Eskimo): Males: Females: . Males: Females: . Males: Females:			
11.		FFIRMATIVE ACTION/NON-DISCRIMINATION OF EMPLOYMENT, PROMOTION AND ROCUREMENT PRACTICES (County Ordinances 98-30 codified at 2-8.1.5 of the County Code)			
	\$: W di fc o' ai	accordance with County Ordinance No. 98-30, entities with annual gross revenues in excess of 5,000,000 seeking to contract with the County shall, as condition receiving a County contract, have I) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not iscriminate in its employment and promotion practices; and ii) a written procurement policy which sets orth the procedures the entity utilizes to assure that it does not discriminate against minority and womenwhed businesses in its own procurement of goods, supplies and services. Such affirmatives action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the ntity does not discriminate in its employment, promotion and procurement practices. The foregoing			

The requirements of County Ordinance No. 98-30 may be waived upon the written recommendation of the County Manager that it is in the best interest of the County to do so and upon approval of the Board of County Commissioners by majority vote of the members present.

County contract. The foregoing presumption may be rebutted.

notwithstanding, corporate entities whose boards of directors are representatives of the population makeup of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a

N/A	The firm does not have annual gross revenues in excess of \$5,000,000.
N/A	The firm does have annual revenues in excess of \$5,000,000; however, its Board of Directors
	is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race of ethnicity of each board member, to the County's Department of Business Development, 175 NW 1 st Avenue, 28 th Floor, Miami, Florida 33128.
N/A	The firm has annual gross revenues in excess of \$5,000,000 and the firm does have a written
	affirmative action plan and procurement policy as described above, which includes periodic review to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development, 175 NW 1 st Avenue, 28 th Floor, Miami, Florida 33128.
XX	The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.
XX	_IV. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)
	The individual or entity entering into a contract or receiving funding from the County has X has not of the date of this affidavit been convicted of a felony during the past ten (10) years.
XX	V. MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance no. 92-15 codified as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall, inform the employee about:

- 1. Danger of drug abuse in the workplace
- 2. The firm's policy of maintaining a drug-free environment at all workplaces
- 3. Availability of drug counseling, rehabilitation and employee assistance programs
- 4. Penalties that may be imposed upon employees for drug abuse violations

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare, economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States of the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those government entities.

VI. MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinances No. 142-91 codified as Section 11A-29 et. Seg of the County Code)

That in compliance with ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Dade County for each working day during each of twenty (20) or more calendar workweeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has serious health condition without risk of termination of employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

VII. DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R385-95)

That the above names firm, corporation or organization is in compliance with the agrees to continue to comply with and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment provisions of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327.42 U.S.C. 12101-12213 and 47 U.S.C. Section 1612; The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

VIII. MIAMI-DADE COUNTY REGARDING DELIQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 208.1 (c) of the County Code)

Except for small purchase orders and sole source contracts, that above named firm, corporation, organization or individual desiring to transact business or enter a contract with the County Verifies that all delinquent and currently due fees or taxes – including but not limited to real and property taxes, utility taxes and occupational licenses – which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

N/A IX. CURRENT OR ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS

The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default or any contract, promissory note or other loan documents with the County or any of its agencies or instrumentalities.

N/A X. PROJECT FRESH START (Resolution R-702-98 and 358-99)

Any firm that has a contract with the County that results in actual payment of \$500,000 or more shall contribute to Project Fresh Start, the County's Welfare to Work Initiative. However, if five percent (5%) of the firm's work force consists of individuals who reside in Miami-Dade County and who have lost or will loose cash assistance benefits (formerly Aid to Families with dependent Children) as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the firm may request waiver from the requirement of R-702098 and R-358-99 by submitting a waiver request affidavit. The foregoing requirement does not pertain to government entities, not for profit organizations or recipients of grant awards.

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XI. DOMESTIC VIOLENCE LEAVE (Resolution 185-00; 99-5 Codified at 11A-60 Et. Seq. of the Miami-Dade County Code).

The firm desiring to do business with the County is in compliance with Domestic Leave Ordinance, Ordinance 99-5, codified at 11A-60 et. Seq. of the Miami-Dade County Code, which requires an employer which has in the regular course of business fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or proceeding calendar years, to provide Domestic Violence Leave to its employees.

carefully read this entire five (5) page document entitled <i>Miami-D</i> ed by an "X" all affidavits that pertain to his contract and have indicated	
rtain to this contract	,
By: (Signature of Affiant)	2/24/17
(Signature of Affiant)	(Date)
	4B day of February
20 17 by Roderick Beasley . (He/She is(personally known to me or has
presented	as identification.
(Type of Identification)	is identification.
Dianne Mill	
(Signature of Notary)	(Serial Number)
DIANNE MILLS MY COMMISSION # FF 915484 EXPIRES: September 3, 2019 Bonded Thru Notary Public Underwriters	9/3/2019
(Print of Stamp of Notary)	(Expiration Date)
Notary Public - State of Florida	

(State)

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1.

This	s form statement is submitted to _	Public Housing and Community Development
by	Rick Beasley, Executive Director	**
	(Print i	ndividual's name and title)
for	South Florida Workforce Invest	ment Board d/b/a CareerSource South Florida
	(Print name of ent	ity submitting sworn statement)
wh	ose business address is 7300 Cor	porate Center Drive, Suite 500, Miami, Florida 33126
and	d if applicable its Federal Employe	r Identification Number (FEIN) is $\frac{20-4957175}{}$ If the entity has
not	t FEIN, include the Social Security	Number of the individual signing this sworn statement.

- 2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(g), Florida Statues, means a violation of any state or federal law by a person with respect to an directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "Affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes means:
 - 1. A predecessor or successor of a person convicted of a public entity crime, or
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statues, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

shareholders, employees, members, and agents who are active in management of an entity 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.) Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. N/A The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity had been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order). I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OR THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM. day of behning Sworn to and subscribed before me this Personally known Or produced identification Notary Public-State of (Type of identification) DIANNE MILLS MY COMMISSION # FF 915484 (Prin ed. Type de or esta rapodica maniss

name of notary public)

provision of goods or entity. The term "person" includes those officers, executives, partners,

Attachment A

Scope of Services

Program Description (Services)

South Florida Workforce Investment Board (SFWIB) begins all activities with the needs of businesses in mind, focusing on the future, on results, and adding value. The following section details the various aspects of the SFWIB's workforce services and how they align with our demand-driven approach to workforce development.

SFWIB provides the following services and resources to all residents and businesses in Miami-Dade and Monroe counties. These valuable workforce resources are available to customers (job seekers and employers) at no cost through a network of SFWIB Workforce Services locations throughout the region. The SFWIB workforce services locations are able to offer these services at no charge because they are actually "pre-paid" services by federal and state tax dollars.

Services to job seekers:

- Referrals to employment (direct placement or on-the-job training)
- On-site employment recruitments
- Pre-employment screening
- Career counseling, and assistance with job search and placement
- Access to: computers, Internet, E-mail, printers, resume preparation software, fax machines, copiers and more
- Unemployment compensation claim filing information
- Interest, aptitude and basic skills testing/assessment
- Employment-related information (e.g., demand occupations, skill requirements and earnings)
- Help in establishing eligibility for financial assistance and other special programs
- Out-of-area job search and relocation assistance
- Special programs tailored to meet the needs of the dislocated workers, economically disadvantaged and others with barriers to employment.
- Case management
- Job Readiness Workshops (e.g. resume preparation, interviewing skills)
- Training (e.g. vocational training, On-the-Job Training, and Paid Work Experience)

Services to employers:

- Employee recruitment assistance (screening and applicant referrals)
- Financial incentives for businesses
- Labor market information
- Assistance during transitions, such as layoffs or massive hiring
- Pre-employment testing and employee skills assessment
- Employee bonding
- Information on labor laws and related legislation
- Assistance with law compliance, such as I-9 completion and green card verification.
- Expanded pool of available job seekers
- Pre-screening based on specific job qualifications
- On-site recruiting. Recruit within geographic proximity of job seekers or employment locations.
- Exposure to all services available through SFWIB's Workforce Services Provider network