

COST SHARING AGREEMENT (CSA #PY'18-08-00)

This **Cost Sharing Agreement** (hereinafter "**Agreement**" or "**Contract**") is made and entered into by and between the **South Florida Workforce Investment Board d/b/a CareerSource South Florida** (hereinafter the "**SFWIB**"), located at 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234 and **Arbor E&T, LLC** (hereinafter "**Arbor**"), located at 805 N. Whittington Parkway, Suite 400, Louisville, KY 40222 (collectively referred to as the "**Parties**").

WITNESSETH:

Whereas, the **SFWIB** occupies **10,831** rentable square feet located at the **Hialeah Downtown center**, 240 E 1st Avenue, Suite 222, Hialeah, FL 33010 ("The Premises"); and

Whereas, **Arbor** provides refugee services, which are funded by the **SFWIB** by way of funds awarded by the Department of Children and Families Office of Refugee Services; and

Whereas, the **SFWIB** desires to permit **Arbor** to occupy a portion of the aforementioned premises; and

Now Therefore, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the **SFWIB** and **Arbor** agree the recitals above are incorporated herein and further agree as follows:

The **SFWIB**, by this Agreement, grants to **Arbor**, under the terms and conditions hereinafter set forth below, permission to occupy **512** square feet of space ("Office"), as shown on the **Floor Plan** attached hereto as "**Attachment 1**," and which is incorporated herein by reference. The Office shall be occupied by up to **six (6)** staff only.

Use of the Space

Arbor is entering into this Agreement to acquire workspace and resource area for up to **six (6)** staff members who provide refugee services including, but not limited to, interviewing customers, development and employability plans, job referrals and job placements. **Arbor** shall cause its business and the use of the Office to be conducted and operated in such manner as to assure that such operation in and about the Office is in compliance with any and all applicable laws, ordinances, rules and regulations of the federal, state and local government and their respective agencies.

The Office shall be used by **Arbor** solely for the purpose of providing services in support of the **SFWIB**'s goals, which include, but are not limited to: on-site employment and training referral services.

Arbor agrees that no change in the use of the Office is permitted without the prior express written permission of the **SFWIB**. Upon failure of **Arbor** to use the Office in accordance with the approved use, as herein stated above, this Agreement shall automatically terminate and become null and void, and any and all improvements on or to the Office shall become property of the **SFWIB**.

Parking

Arbor shall have the use of unreserved parking spaces in the surface parking area adjacent to the Building. No parking charges shall be applicable to such parking spaces.

Cost Sharing Payment

Commencing on **January 1, 2019**, **Arbor** shall pay the total amount of **\$4,711.38** which is equivalent to **\$1,570.46** per month based upon an annual cost of **\$36.81** per square foot of net usable space for **512** square feet of space prorated for a **three (3) month** period.

Upon Contract execution, the first monthly payment, in the amount of **\$1,570.46** shall be paid, without demand, to the **SFWIB**. **Arbor** shall make all checks payable to the "*South Florida Workforce Investment Board*" and shall mail or hand deliver the monthly payments to the **SFWIB**, 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234.

During the term of this agreement, payments are due to the **SFWIB**, without demand from the **SFWIB**, by the first business day of each month.

Term

Irrespective of the date of execution, the term of this Cost Sharing Agreement shall commence upon **January 1, 2019** and terminate at the close of business on **March 31, 2019**.

Arbor shall utilize the Office upon commencement of the term in accordance with this Agreement, and thereafter will continuously use the Office to support the purpose and goals of the **SFWIB**, and for no other purpose whatsoever.

Indemnification

The **SFWIB** shall indemnify and hold harmless **Arbor**, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which **Arbor** and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the **SFWIB** or the **SFWIB's** officers, employees, agents, servants, partners, principals or subcontractors or any other individual performing work on the **SFWIB's** behalf under this Contract. The **SFWIB** shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of **Arbor**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that statute whereby the **SFWIB** shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000.00, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the **SFWIB** or any other governmental entity covered under Section 768.28 arising out of the same incident or occurrence which exceeds the sum of \$300,000.00 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the **SFWIB** or the **SFWIB's** officers, employees, servants, agents, partners, principals or subcontractors.

Arbor shall indemnify and hold harmless the **SFWIB**, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the **SFWIB** and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by **Arbor** or **Arbor's** officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on **Arbor's** behalf under this Contract, including but not limited to volunteers. **Arbor** 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 **SFWIB**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon and other litigation expenses which may issue thereon. **Arbor** expressly understands and agrees that any insurance policies required by this Contract or otherwise provided by **Arbor** shall in no way limit the responsibility to indemnify, keep and save harmless and defend the **SFWIB** and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

The provisions of this indemnification shall survive the expiration of this Cost Sharing Agreement and shall terminate upon the expiration of the applicable statute of limitation.

Termination

The **SFWIB** or **Arbor** may terminate this Cost Sharing Agreement without cause by providing thirty (30) days' prior written notice to the other Party.

Should **Arbor** elect or fail to perform or observe any covenant or condition of this Agreement (other than a default involving the payment of the Cost Sharing Payment), which default has not been cured within ten (10) calendar days

after the **SFWIB** gives notice, then the **SFWIB** shall be permitted to terminate this Agreement and immediately take possession of the Premises.

Notwithstanding the above, if the default is of such nature that it cannot be cured within the ten (10) day period, and/or a remedy for the default is not otherwise addressed in this Agreement, no event of default shall occur so long as **Arbor** shall commence the curing of the default within the ten (10) day period and shall thereafter diligently prosecute the curing of same.

Notice

It is understood and agreed between the Parties that written notice shall be mailed or delivered to the addresses set forth below and shall constitute sufficient written notice. The Parties designate the following:

For: South Florida Workforce Investment Board

Rick Beasley, Executive Director
South Florida Workforce Investment Board
Airport Corporate Center
7300 Corporate Center Drive, Suite 500
Miami, FL 33126-1234

For: Arbor E&T, LLC

Edward M. Douglass, Manager & President
Arbor E&T, LLC
805 N. Whittington Parkway, Suite 400
Louisville, KY 40222

Amendments

Any alterations, amendments, variations, modifications, extensions or waivers of provisions of this Cost Sharing Agreement shall only be valid when they have been reduced to writing, duly approved and signed by both Parties hereto.

Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance

As a condition of the Contract, **Arbor** assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act of 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, Section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

Discriminatory Vendor

Arbor shall disclose to the **SFWIB** if **Arbor** appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

Autonomy

Both Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the contracting Parties. **Arbor** is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that **Arbor** is only a recipient of funding from the SFWIB and is not an agency or instrumentality of any kind of the SFWIB. Furthermore, **Arbor's** officers, agents, servants, and employees are not officers, agents, servants, or employees of the SFWIB or any of the SFWIB's agencies or instrumentalities.

Prior Agreements

This document and its Attachments specified herein incorporate and include all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document and its Attachments. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

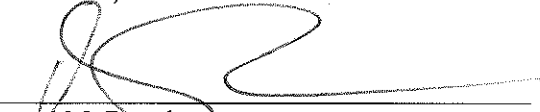
Joint Preparation

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses the parties' mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

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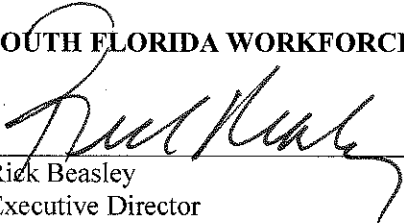
IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

Arbor E&T, LLC

BY: 
Edward M. Douglass
Manager & President
Arbor E&T, LLC

Date 8/12/19

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

 BY: 
Rick Beasley
Executive Director
South Florida Workforce Investment Board

Date 8/19/19