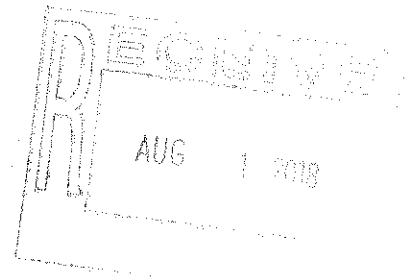


**COST SHARING AGREEMENT
(CSA #PY'18-04)**



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 **Haitian Neighborhood Center Sant La, Inc.** (hereinafter “**Haitian Neighborhood Center**”), located at 13390 West Dixie Highway, North Miami, FL 33161 (collectively referred to as the “**Parties**”).

WITNESSETH:

Whereas, the **Haitian Neighborhood Center** occupies **9,000** rentable square feet located at, 13390, 13392, and 13394 West Dixie Highway, North Miami, FL 33161 (“the **Premises**”); and

Whereas, the **SFWIB** provides workforce development services, in Area 23 which is comprised of Miami-Dade and Monroe Counties; and

Whereas, the **SFWIB**’s services and resources are available through a network of CareerSource centers and Business Resource Labs located throughout the Area; and

Whereas, the **Haitian Neighborhood Center** desires to permit the **SFWIB** 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 the **Haitian Neighborhood Center** agree the recitals above are incorporated herein and further agree as follows:

The **Haitian Neighborhood Center**, by this Agreement, grants to the **SFWIB**, under the terms and conditions hereinafter set forth below, permission to occupy **800** square feet of space: two (2) Cubicles, as shown on the **Floor Plan** attached hereto as “**Attachment 1**,” and which is incorporated herein by reference. The Cubicles shall be occupied by up to **two (2)** staff only.

Use of the Space

The **SFWIB** is entering into this Agreement to acquire workspace and resource area for up to **two (2)** staff members who provide workforce services including, but not limited to, on-site employment and training referral services. The **SFWIB** shall cause its business and the use of the Cubicles to be conducted and operated in such manner as to assure that such operation in and about the Cubicles 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 Cubicles shall be used by the **SFWIB** solely for the purpose of providing services in support of the **SFWIB**’s goals, which include, but is not limited to: on-site employment and training referral services.

The **SFWIB** agrees that no change in the use of the Cubicles is permitted without the prior express written permission of the **Haitian Neighborhood Center**. Upon failure of the **SFWIB** to use the Cubicles 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 Cubicles shall become property of the **Haitian Neighborhood Center**.

Parking

The **SFWIB** 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 **July 1, 2018**, the **SFWIB** shall pay the total amount of **\$13,504.00**, which is equivalent to **\$1,125.33** per month, for twelve (12) months based upon an annual cost of **\$16.88** per rentable square foot for **800** square feet of space.

Upon Contract execution, payments shall be paid without demand to the **Haitian Neighborhood Center**. The **SFWIB** shall make all checks payable to the "**Haitian Neighborhood Center Sant La, Inc.**" and shall mail or hand deliver the monthly payments to the **Haitian Neighborhood Center**, 13390 West Dixie Highway, North Miami, FL 33161.

Term

Irrespective of the date of execution, the term of this Cost Sharing Agreement shall commence upon **July 1, 2018** and terminate at the close of business on **June 30, 2019**.

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

Indemnification

The **SFWIB** shall indemnify and hold harmless **Haitian Neighborhood Center**, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which **Haitian Neighborhood Center** 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 **Haitian Neighborhood Center**, 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.

Haitian Neighborhood Cnter 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 **Haitian Neighborhood Center** or **Haitian Neighborhood Center's** officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on **Haitian Neighborhood Center's** behalf under this Contract, including but not limited to volunteers. **Haitian Neighborhood Center** 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. **Haitian Neighborhood Center** expressly understands and agrees that any insurance policies required by this Contract or otherwise provided by **Haitian Neighborhood Center** 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.

Term of Indemnification

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 the **Haitian Neighborhood Center** may terminate this Cost Sharing Agreement without cause by providing thirty (30) day's prior written notice to the other Party.

Notice

It is understood and agreed between the Parties that written notice addressed to the Executive Director of the SFWIB and mailed or delivered to the **SFWIB's** address appearing on page one (1) of this Agreement is directed to the **SFWIB** and written notice addressed to the Board Chair and mailed or delivered to the **Haitian Neighborhood Center's** address appearing on page one (1) of this Agreement is directed to the **Haitian Neighborhood Center** and shall constitute sufficient written notice to the respective Party.

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, the **Haitian Neighborhood Center** 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

The **Haitian Neighborhood Center** shall disclose to the **SFWIB** if the **Haitian Neighborhood Center** 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. The **Haitian Neighborhood Center** is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that the **Haitian Neighborhood Center** is only a recipient of funding from the SFWIB and is not an agency or instrumentality of any kind of the SFWIB. Furthermore, the **Haitian Neighborhood Center'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.

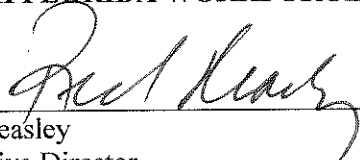
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IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

THE HAITIAN NEIGHBORHOOD CENTER SANT LA, INC.

BY:  7/26/18
Date
Thamara Labrousse
Board Chair
Haitian Neighborhood Center Sant La, Inc.

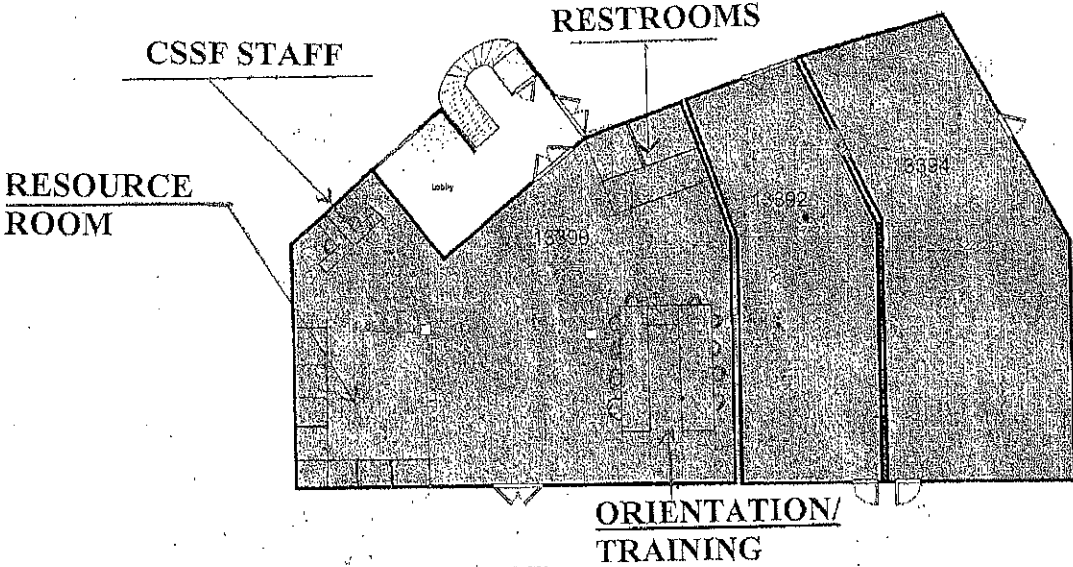
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

Mr BY:  8/15/18
Date
Rick Beasley
Executive Director
South Florida Workforce Investment Board

Attachment 1

FLOOR PLAN

13390 (First Floor), 13392 & 13394 West Dixie Hwy
(Includes of 4 bathrooms not drawn)



13390 West Dixie Hwy, Second Floor

