

## COST SHARING AGREEMENT (CSA #PY'18-14-00)

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**" or "**CSSF**"), located at 7300 Corporate Center Drive, Suite 500, Miami, Florida 33126-1234 and **Youth Co-Op, Inc.** (hereinafter "**Youth Co-Op**"), located at 5040 NW 7<sup>th</sup> Street, Suite 300, Florida 33126 (collectively referred to as the "**Parties**").

### WITNESSETH:

**Whereas**, the **SFWIB** occupies **9,820** rentable square feet located at the **Perrine CareerSource center**, 18901 SW 106<sup>th</sup> Avenue, Suite 218, Miami, Florida 33157 ("the **Premises**"); and

**Whereas**, **Youth Co-Op** 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 **Youth Co-Op** 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 **Youth Co-Op** agree the recitals above are incorporated herein and further agree as follows:

The **SFWIB**, by this Agreement, grants to **Youth Co-Op**, under the terms and conditions hereinafter set forth below, permission to occupy **48** square feet of space ("**Cubicle**"), as shown on the **Floor Plan** attached hereto as "**Attachment 1**," and which is incorporated herein by reference. The **Cubicle** shall be occupied by **one (1)** staff member only.

#### Use of the Space

**Youth Co-Op** is entering into this Agreement to acquire workspace for **one (1)** staff member to provide refugee services including, but not limited to, interviewing customers, development of employability plans, job referrals and job placements. **Youth Co-Op** shall cause its business and the use of the **Cubicle** to be conducted and operated in such manner as to assure that such operation in and about the **Cubicle** 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 **Cubicle** shall be used by **Youth Co-Op** for the sole purpose of providing services in support of the **SFWIB's** goals, which include, but are not limited to: assisting employers and job seekers with employment services, labor market information and providing training for economically disadvantaged adults, youth, dislocated workers, individual transitioning from welfare to work, and refugees.

**Youth Co-Op** agrees that no change in the use of the **Cubicle** is permitted without the prior express written permission of the **SFWIB**. Upon failure of **Youth Co-Op** to use the **Cubicle** 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 **Cubicle** shall become property of the **SFWIB**.

#### Parking

**Youth Co-Op** 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 **November 1, 2018**, **Youth Co-Op** shall pay the total amount of **\$3,063.35** which is equivalent to **\$278.49** per month based upon an annual cost of **\$69.62** per square foot of net usable space for **48** square feet of space prorated for an **eleven (11)** month period.

Upon Contract execution, the first monthly payment, in the amount of **\$278.49** shall be paid, without demand, to the **SFWIB**. **Youth Co-Op** 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 on **November 1, 2018**, and terminate at the close of business on **September 30, 2019**.

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

### **Indemnification**

The **SFWIB** shall indemnify and hold harmless **Youth Co-Op**, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which **Youth Co-Op** 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 **Youth Co-Op**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon, subject to the extent and within the limitations of Section 768.28, Florida Statutes. Further, 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, Florida Statutes, 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.

**Youth Co-Op** 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, costs of defense and other litigation expenses, 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 or **Youth Co-Op's** officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on **Youth Co-Op's** behalf under this Contract, including, but not limited to volunteers. **Youth Co-Op** 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, attorneys' fees and other litigation expenses which may issue thereon. **Youth Co-Op** expressly understands and agrees that any insurance policies required by this Contract or otherwise provided by **Youth Co-Op** shall in no way limit its 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 all applicable statutes of limitation.

**Termination**

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

Should **Youth Co-Op** 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 **Youth Co-Op** 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, Florida 33126-1234

**For Youth Co-Op, Inc.:**

Maria Rodriguez, President  
Youth Co-Op, Inc.  
5040 NW 7<sup>th</sup> Street, Suite 300  
Miami, Florida 33126

**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, **Youth Co-Op** assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 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**

**Youth Co-Op** shall disclose to the **SFWIB** if **Youth Co-Op** 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. **Youth Co-Op** is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that **Youth Co-Op** is not an agency or instrumentality of any kind of the SFWIB. Furthermore, **Youth Co-Op'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 Attachment incorporate 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 which are not contained in this document and its Attachment. 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.

**INTENTIONALLY LEFT BLANK**

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:

**YOUTH CO-OP, INC.**

BY: Maria Rodriguez 02/07/19  
Date  
Maria Rodriguez  
President  
Youth Co-Op, Inc.

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

BY: Rick Beasley 2/11/19  
Date  
Rick Beasley  
Executive Director  
South Florida Workforce Investment Board

Perrine CareerSource center  
18901 SW 106<sup>th</sup> Avenue  
Suite 218  
Miami, FL 33157

PY18-19 Cost Sharing  
1 RETP Staff  
1 cubicle (48 sq. ft.)

Attachment 1

