

COST SHARING AGREEMENT CSA#PY'22-HD

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 **Youth Co-Op, Inc.** (hereinafter "Youth Co-Op" or "Contractor"), located at 5040 N.W. 7th Street, Suite 300; Miami, FL 33126 (SFWIB and Contractor are collectively referred to as the "Parties").

WITNESSETH:

Whereas, SFWIB occupies 8,400 rentable square feet located at the **Homestead CareerSource center**, 28951 S. Dixie Highway, Homestead, Florida 33033 ("the Premises"); and

Whereas, YOUTH CO-OP provides refugee services, in Area 23 which is comprised of Miami-Dade and Monroe Counties; 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 herein set forth, the Parties 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 72 square feet of space ("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 two (2) staff.

Use of the Space

YOUTH CO-OP is entering into this Agreement to acquire workspace for two (2) staff to provide refugee services including, but not limited to, interviewing customers, development and employability plans, job referrals and job placements. YOUTH CO-OP 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 YOUTH CO-OP for the sole 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.

YOUTH CO-OP agrees that no change in the use of the cubicles is permitted without the prior express written permission of the SFWIB. Upon failure of YOUTH CO-OP 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 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

YOUTH CO-OP shall pay the total amount of **\$3,223.95**, for its use of the cubicles, which is equivalent to **\$355.58** per month based upon an annual cost of **\$44.45** per rentable square foot for 72 square feet of space prorated for a **nine (9)** month period.

Upon Contract execution, payments 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. Payments are due to

the SFWIB by the first (1st) business day of each month during the term of this agreement. Payments received after the seventh (7th) business day of the month shall automatically be charged a penalty of five percent (5%) of the amount due.

Term

This Agreement shall commence on **October 1, 2022**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2023**, unless earlier terminated as provided below.

YOUTH CO-OP 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 SFWIB, and for no other purpose whatsoever.

Indemnification

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 Agreement by **YOUTH CO-OP** or **YOUTH CO-OP's** officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on **YOUTH CO-OP** behalf under this Agreement, 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 Agreement or otherwise provided by **YOUTH CO-OP** 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 or termination of this Agreement.

Termination

The SFWIB or **YOUTH CO-OP** may terminate this 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 to the respective Party. 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: Youth Co-Op, Inc.
Connie Perez-Borroto, President
Youth Co-Op, Inc.
5040 NW 7th Street, Suite 300
Miami, FL 33126

Amendments

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

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

As a condition of the Contract, the **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 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

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

The Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the 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 Contract and its attachment 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 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.

THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

YOUTH CO-OP, INC.

BY:



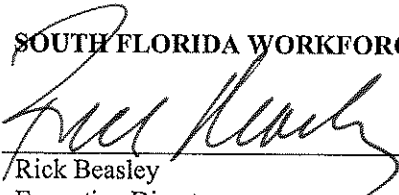
Connie Perez-Borroto
President
Youth Co-Op, Inc.

Date

6/23/2023

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

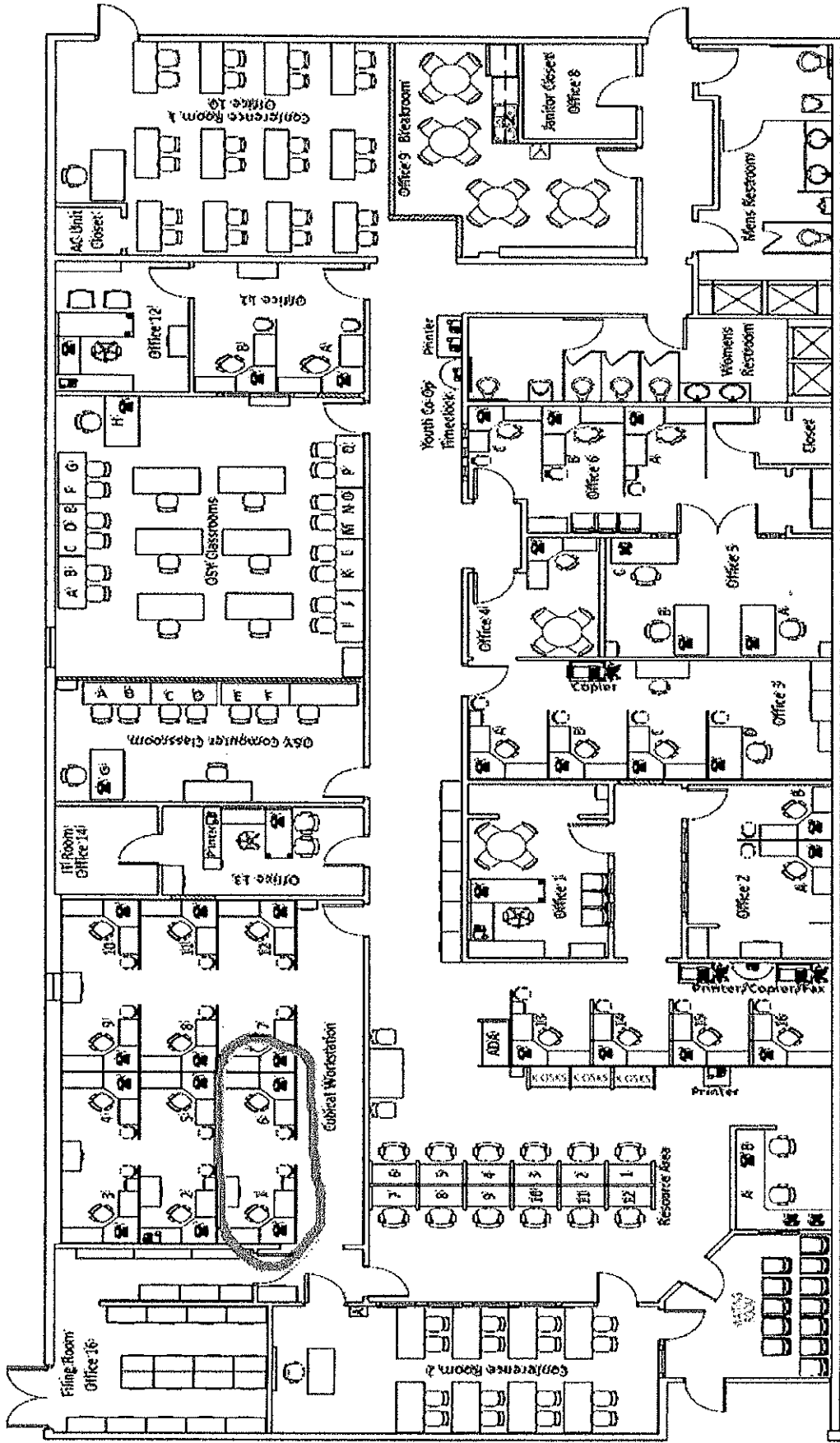
BY:



Rick Beasley
Executive Director
South Florida Workforce Investment Board

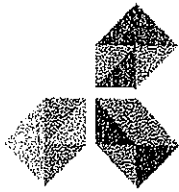
Date

6/28/23



CareerSource South Florida

HOMESTEAD OFFICE



CareerSource
SOUTH FLORIDA

careersourcesfl.com

June 15, 2023

Ms. Connie Perez-Borroto
President
Youth Co-Op, Inc.
5040 NW 7th Street, Suite 300
Miami, FL 33126

Subject: **Cost Sharing Agreement**

Dear Ms. Perez-Borroto:

Enclosed please find the **PY'22-23 Cost Sharing Agreement** between **Youth Co-Op, Inc.** and the **South Florida Workforce Investment Board** for space occupied at the **Homestead CareerSource center** by **Refugee Program** staff from **October 1, 2022 through June 30, 2023.**

Please sign and return the scanned Agreement. Once the Agreement is executed, we will return one (1) scanned original to you. Should you have any questions, please contact Ms. Dania Roque, Contracts Officer at (305) 929-1626.

Sincerely,

Rick Beasley
Executive Director
South Florida Workforce Investment Board
d/b/a CareerSource South Florida

Enclosures

Pc: Renee Bennett, Assistant Director SFWIB Finance
Robert Smith, Special Projects Administrator II, SFWIB/CSSF
Jarvis Washington, Adult Programs Manager, SFWIB/CSSF
Central File, SFWIB/CSSF

Info@careersourcesfl.com

7300 Corporate Center Drive, Suite 500
Miami, Florida 33126

p: 305-594-7615 | f: 305-470-5629

