

COST SHARING AGREEMENT
CSA #PY'23 HD
Hialeah Downtown

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**" or "Contractor"), located at 9200 Shelbyville Road, Suite 210, Louisville, KY 40222 (SFWIB and Contractor are collectively referred to as the "Parties").

WITNESSETH:

Whereas, Arbor occupies 1,230 rentable square feet located at the Hialeah Downtown CareerSource center, 240 E 1st Avenue, Suite 212, Hialeah, FL 33010 ("the Premises"); and

Whereas, Arbor provides Refugee Employment and Training services, which are funded 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 herein set forth, the Parties agree as follows:

The SFWIB, by this Agreement, grants to **Arbor**, under the terms and conditions hereinafter set forth below, permission to occupy 1,230 square feet of space: two (2) offices, as shown on the **Floor Plan** attached hereto as "**Attachment 1**," and which is incorporated herein by reference. The offices shall be occupied by up to twelve (12) staff only.

Use of the Space

Arbor is entering into this Agreement to acquire workspace and resource area for up to **twelve (12)** staff members to 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 Offices to be conducted and operated in such manner as to assure that such operation in and about the Offices 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 offices shall be used by **Arbor** 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.

Arbor agrees that no change in the use of the offices is permitted without the prior express written permission of the SFWIB. Upon failure of **Arbor** to use the offices 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 offices 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

Arbor shall pay the total amount of **\$44,463.12** for its use of the Offices, which is equivalent to **\$3,705.26** per month based upon an annual cost of **\$36.15** per rentable square foot for **1,230** square feet of space prorated for a twelve (12) month period.

Upon Contract execution, payments 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. 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, 2023**, irrespective of the date of execution, and terminate at the close of business on **September 30, 2024**, unless earlier terminated as provided below.

Arbor shall utilize the offices upon commencement of the term in accordance with this Agreement, and thereafter will continuously use the offices 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 the Contractor's behalf under this Contract, including but not limited to DEO staff. **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. The Contractor expressly understands and agrees that any insurance policies required by this Contract or otherwise provided by the Contractor 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 **Arbor** may terminate this 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 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: Arbor E&T, LLC

Edward M. Douglass, Manager and President
Arbor E&T, LLC
9200 Shelbyville Road, Suite 210
Louisville, KY 40222

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 **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

The Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the Parties. **Arbor** is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that **Arbor** 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 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.

INTENTIONALLY LEFT BLANK


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

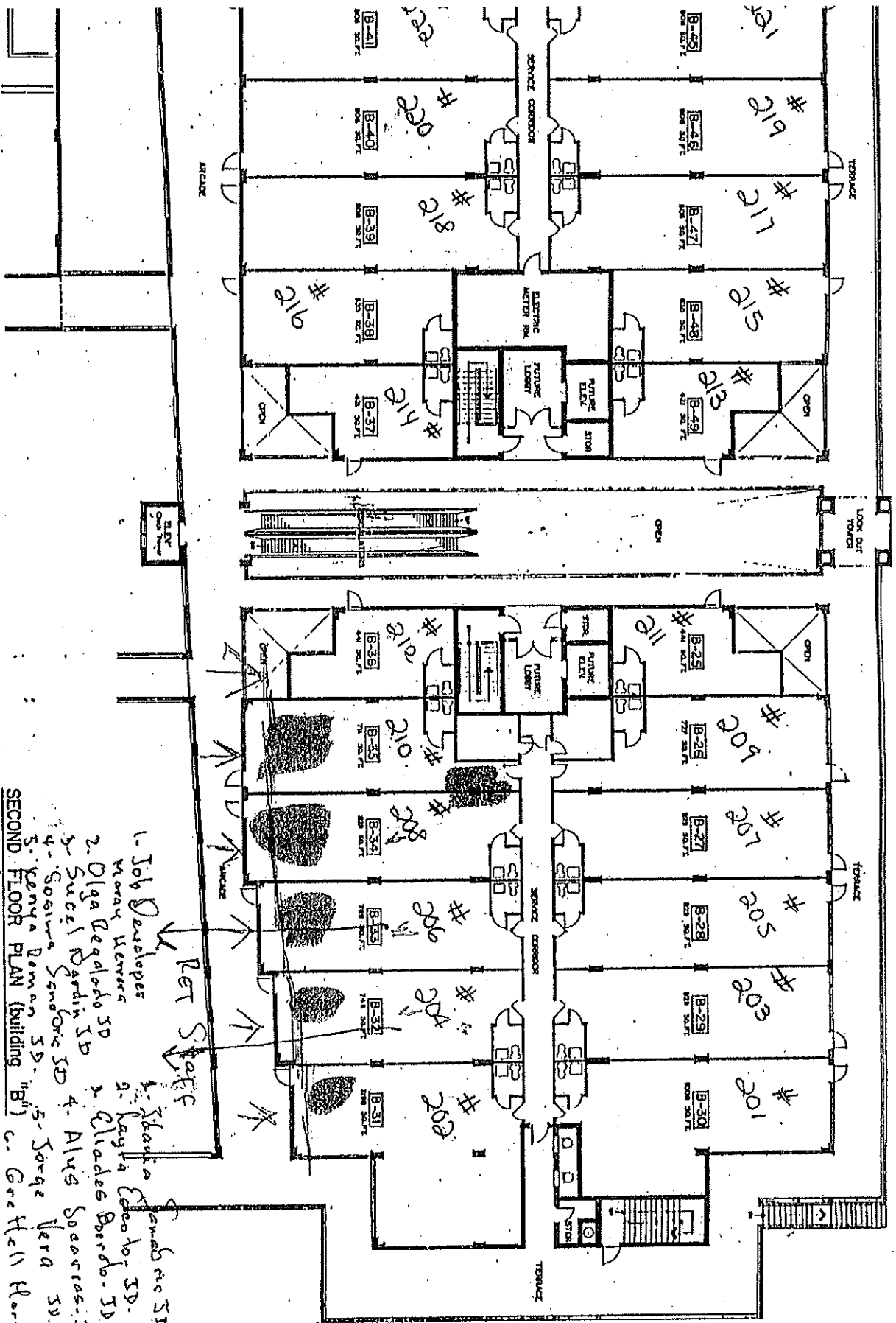
AGREEMENT NUMBER: **CSA-PY'23 HD**
LOCATION: **Hialeah Downtown Career Center**

ARBOR E&T, LLC

BY:  _____ 01/10/2024
Edward M. Douglass
Manager and President
Arbor E&T, LLC
Date

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:  _____ 1/10/24
Rick Beasley
Executive Director
South Florida Workforce Investment Board
Date



- 1- Job Developer
Moray Herrera
- 2- Olga Regalado SD
- 3- Suscel Bardin SD
- 4- Soaira Sanchez SD
- 5- Kenya Doman SD
- 6- Yekaterina Jones SD
- 1- Ivanka Sanchez SD
- 2- Layla Escobar SD
- 3- Claudi Berro SD
- 4- Allys Soarez SD
- 5- Jorge Vera SD
- 6- Gretchen Hankell

SECOND FLOOR PLAN (Building "B")

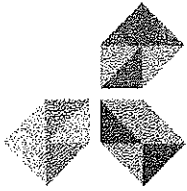
240 E. F. AVE.

Program Manager

Data Required for Cost Sharing Agreement (Where Agency pays SFWIB Cost Sharing/Infrastructure Costs)		PROGRAMS TO COMPLETE AND VERIFY:	
Career Center:	Location	Term of Agreement (Start & End Date):	Type of Program Services provided by Agency:
Hiialeah Downtown	240 E 1st Avenue Suite Hiialeah HI 33010	10/1/2023 9/30/2024	Refugee Services
Full Agency Name/Full Agency Address: Arbor E & T LLC, 805 N. Whittington Parkway, Suite 400, Louisville, KY 40222		Monthly Occupancy Percent 100%	
*Note: A Floor Plan indicating the location of the office or cubicle occupied by the Agency is required.	RETP: Enter Date Jarvis verified approved location in SOW	# of Agency Staff to occupy space: 12	# of Telephone Lines needed: 0
Verified by and Date: Jarvis Washington 11/6/2023	N/A	Youth: Enter Date Travis verified approved location in SOW	# of Computers needed: 0
FACILITIES TO COMPLETE AND VERIFY:			
	Number of ASSIGNED Office(s)*:	Square Feet per Office:	Total # of Square feet occupied
	2	615	1230
	Number of ASSIGNED Cubicle(s)*:	Square Feet per Cubicle:	Is there an Individual charge for parking? (Yes or No):
	0	0	NO
Verified by and Date: Ansley Castineira 11/7/2023			

FINANCE TO COMPLETE AND VERIFY:			
Budget Costs for Center may include those listed below as included in the center budget	Total Center Infrastructure Budget	Total # of months	Total # of months (based on Term of Agreement above)
	\$357,657.00	12	
Total Amount to be paid by Agency:	Amount per month to be paid by Agency	Amount per Total Square ft.	IT Cost (monthly phone line cost)
\$44,463.12	\$ 3,705.26	\$ 36.15	\$ 1.00
Verified by and Date:			
Rondricka Jefferies 11/15/2023			

2023/24 BUDGET		Hiateah DOWNTOWN	
Rent	\$106,100.00		
Equipment Rental	\$0.00		
Equipment Repair & Maintenance	\$5,000.00		
Building Repair & Maintenance	\$15,000.00		
Security	\$0.00		
Moving Expenses	\$15,000.00		
Office & Computer Supplies	\$0.00		
Postage Regular	\$0.00		
Electricity	\$20,000.00		
Telephone	\$14,487.00		
Data lines	\$31,198.00		
License & Permit	\$350.00		
General Liability Insurance	\$10,156.00		
Property Insurance	\$1,286.00		
Renovation	\$60,000.00		
Capital - Equipment	\$0.00		
Non Capital -- Equipment	\$0.00		
Capital - Software & Hardware	\$0.00		
Non-Capital Software & Hardware	\$0.00		
Janitorial Services	\$35,000.00		
Parking Fees	\$0.00		
Common Maint Area-O/S	\$42,000.00		
Alarm Service	\$1,500.00		
Garbage Disposal	\$0.00		
Water & Sewer	\$0.00		
Pest Control	\$580.00		
TOTAL CENTER INFRASTRUCTURE BUDGE AMOUNT	\$357,657.00		
Total Number of square feet of the Location	9894 SF		
Amount per Square Feet	\$36.15		



CareerSource
SOUTH FLORIDA

careersourcesfl.com

December 12, 2023

Mr. Edward M. Douglass
Manager & President
Arbor E&T, LLC
9200 Shelbyville Road, Suite 210
Louisville, KY 40222

Subject: **Cost Sharing Agreement (Hialeah Downtown)**

Dear Mr. Douglass:

Enclosed please find the **PY'23-24 Cost Sharing Agreement** between **Arbor E&T, LLC** and the South Florida Workforce Investment Board for space occupied at the **Hialeah Downtown CareerSource center** by Refugee Program staff from **October 1, 2023 through September 30, 2024**.

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
David Gilbert, Assistant Director, SFWIB Programs
Robert Smith, Special Projects Administrator II, 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

