

September 8, 2023

William "Bill" Diggs  
Executive Director  
Miami Dade Economic Advocacy Trust  
111 NW 1st Street Suite 2032  
Miami, FL 33128

Subject: **Cost Sharing Agreement**

Dear Mr. Diggs:

Enclosed please find the **PY'23 Cost Sharing Agreement** between **Miami Dade Economic Advocacy Trust** and the South Florida Workforce Investment Board for space occupied at the **Perrine CareerSource center** by Miami Dade Economic Advocacy Trust staff from **July 1, 2023 through June 30, 2024**.

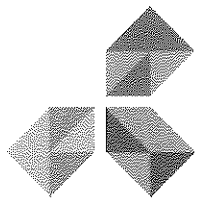
Please sign and return the scanned Agreement. Once the Agreement is executed, we will return one (1) scanned original to you. Should you have any questions, please contact Ms. Dania Roque, Contracts Officer at (305) 929-1626.

Sincerely,

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

*Enclosures*

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



## **COST SHARING AGREEMENT CSA-PY'23-24**

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 **Miami Dade Economic Advocacy Trust** (hereinafter "**MDEAT**" or "Contractor"), located at 111 NW 1st Street Suite 2032 Miami, FL 33128 (SFWIB and Contractor are collectively referred to as the "Parties").

### **WITNESSETH:**

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

**Whereas, MDEAT** provides business outreach, career development and other services to help meet the holistic needs of the surrounding community services, and

**Whereas, the SFWIB** desires to permit **MDEAT** 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 **MDEAT**, under the terms and conditions hereinafter set forth below, permission to occupy **192** square feet of space: one (1) office and three (3) cubicles, as shown on the **Floor Plan** attached hereto as "**Attachment 1**," and which is incorporated herein by reference. The office and cubicles shall be occupied by four (4) staff, Monday thru Friday, 8:00 a.m. to 5:00 p.m.

### **Use of the Space**

**MDEAT** is entering into this Agreement to acquire workspace and resource area for four (4) staff members to provide services to help meet the holistic needs of the surrounding community including, but not limited to, business outreach to small minority businesses in the area that will include resource meetings and workshops; will facilitate meetings with students and families about how to advance their life skills, mental health, and career development; and meet with developers and residents who are seeking to purchase, rehab, or construct housing. **MDEAT** shall cause its business and the use of the office and cubicles to be conducted and operated in such manner as to assure that such operation in and about the office and 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 office and cubicles shall be used by **MDEAT** for the sole purpose of providing services in support of the SFWIB's goals, which include, but are not limited to business outreach and career development.

info@careersourcesfl.com

7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126

p: 305-594-7615 | f: 305-470-5629  
PY'23-24 Cost Sharing Agreement  
(MDEAT)

**MDEAT** agrees that no change in the use of the office and cubicles is permitted without the prior express written permission of the SFWIB. Upon failure of **MDEAT** to use the office and 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 office and cubicles shall become property of the SFWIB.

### **Parking**

**MDEAT** 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**

**MDEAT** shall pay the total amount of **\$11,862.40**, for its use of the Office and cubicles, which is equivalent to

**\$974.99** per month based upon an annual cost of **\$45.70** per rentable square foot for **192** square feet of space prorated for a **twelve (12)** month period.

Upon Contract execution, payments shall be paid without demand to the SFWIB. **MDEAT** 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 business day of each month during the term of this agreement. Payments received after the seventh (7<sup>th</sup>) 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 **July 1, 2023**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2024**, unless earlier terminated as provided below.

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

### **Indemnification**

**MDEAT** 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 **MDEAT** or **MDEAT**’s officers, employees, agents, servants, partners, principals, subcontractors or any other individual performing work on **MDEAT** behalf under this Agreement, including but not limited to volunteers. **MDEAT** 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. **MDEAT** expressly understands and agrees that any insurance policies required by this Agreement or otherwise provided by **MDEAT** 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 MDEAT may terminate this Agreement without cause by providing thirty (30) days' prior written notice to the other Party.

Should MDEAT 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 MDEAT 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: Miami Dade Economic  
Advocacy Trust William "Bill"  
Diggs, Executive Director Miami  
Dade Economic Advocacy Trust**  
111 NW 1st Street Suite 2032  
Miami, FL 33128

**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 MDEAT 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**

**MDEAT** shall disclose to the SFWIB if **MDEAT** 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. **MDEAT** is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that **MDEAT** is not an agency or instrumentality of any kind of the SFWIB. Furthermore, **MDEAT'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**

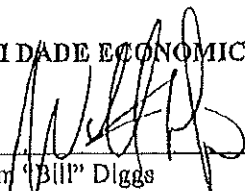
The Parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed 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**

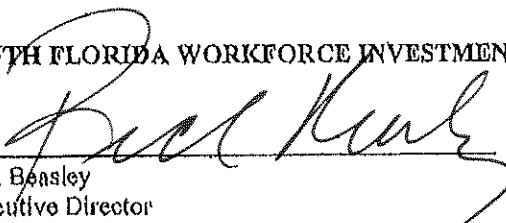
THE PARTIES HERETO ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AGREEMENT NUMBER: CSA-PY'23-24

MIAMI DADE ECONOMIC ADVOCACY TRUST

BY:  10/17/23  
Date  
William "Bill" Diggs  
Executive Director  
Miami Dade Economic Advocacy Trust

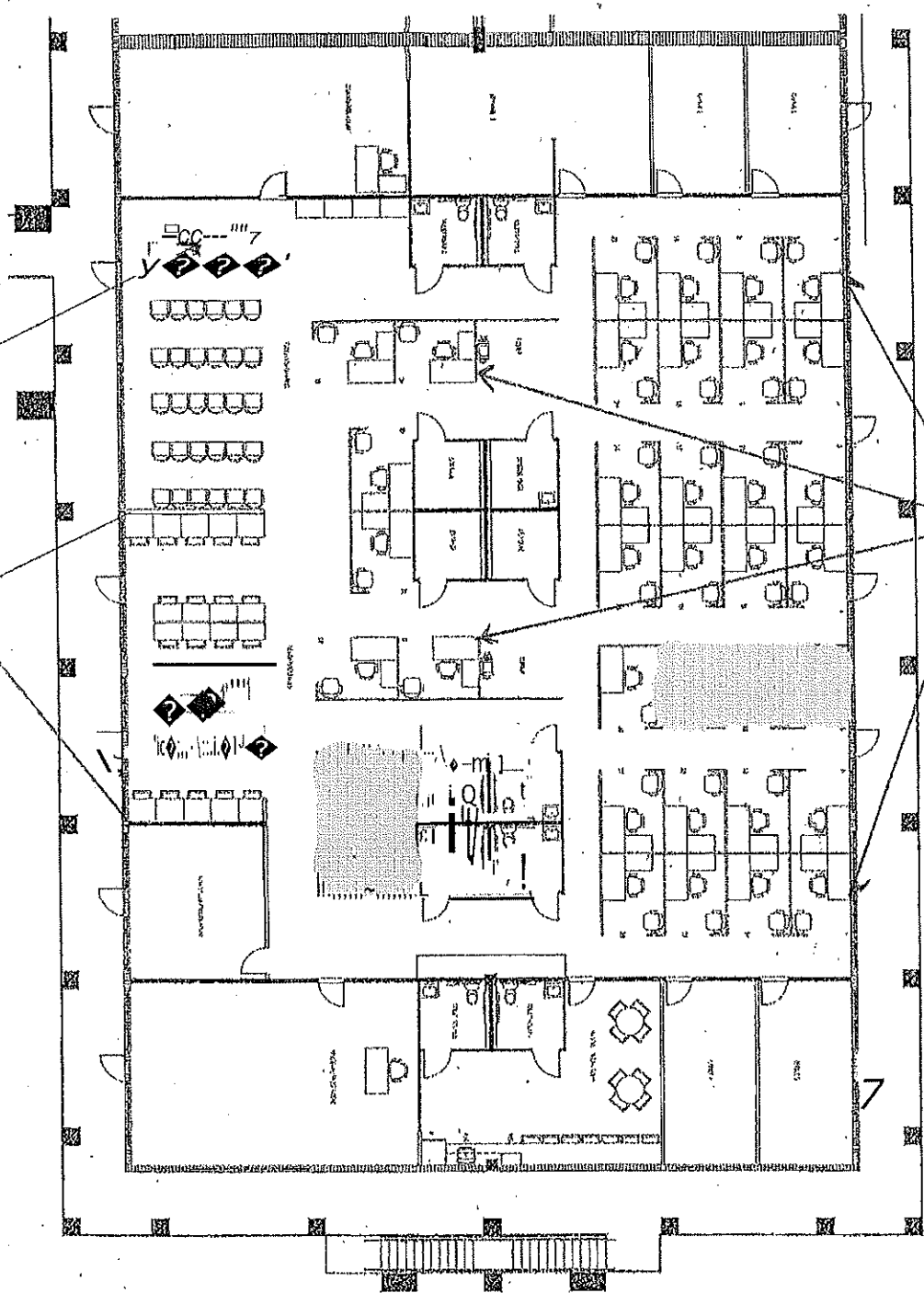
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:  10/3/23  
Date  
Rick Beasley  
Executive Director  
South Florida Workforce Investment Board

Reception Station

STATIONS

STAFF Cabicles 32-Count



| Data Required for Cost Sharing Agreement<br>(Where Agency pays SFWB Cost Sharing/Infrastructure Costs)   |  |   |   |   |   |
|--|--|---|---|---|---|
| PROGRAMS TO COMPLETE AND VERIFY:   |  |   |   |   |   |
| Career Center:   | Location   | Term of Agreement<br>(Start & End Date):                            |   | SWFIB Funded<br>Program?<br>(Yes or No):                      | Type of<br>Program Services<br>provided by<br>Agency: |
| Perrine  | 18901 SW 106 Ave, Suite 218<br>Miami, FL 33157                 | 7/1/2023  | 6/30/2024   | No  | Economic/Comm<br>unity Growth                         |
| Full Agency Name/Full Agency Address:  | Monthly Occupancy Percent                                      |   |   |   |   |
| Miami Dade Economic Advocacy Trust, 111 NW 1st Street Suite 2032, Miami, FL 33128                        | 100%   |   |   |   |   |
| *Note: A Floor Plan indicating the location of the office or cubicle occupied by the Agency is required. | RETP: Enter Date David<br>verified approved<br>location in SOW | Youth: Enter Date<br>Travis<br>verified approved<br>location in SOW | # of Agency<br>Staff to<br>occupy space:          | # of<br>Telephone<br>Lines<br>needed:                         | # of<br>Computers<br>needed:                          |
| Verified by and Date:<br>Jarvis Washington 6/27/2023   | N/A  | N/A   | 4   | 0   | 0   |
| FACILITIES TO COMPLETE AND VERIFY:   |  |   |   |   |   |
|  | Number of<br>ASSIGNED<br>Office(s)*:                           | Square Feet<br>per Office:  | Number of total<br>Square Feet of<br>Office(s)*:  | Total # of Square<br>feet occupied                            |   |
|  | 0  | 0   | 0   | 192   |   |
|  | Number of ASSIGNED<br>Cubicle(s)*:                             | Square Feet<br>per Cubicle:   | Number of total<br>Square Feet of<br>Cubicle(s)*: | Is there an Individual<br>charge for parking?<br>(Yes or No): |   |
| Verified by and Date:<br>Ansley Castineira 6/28/2023   | 4  | 48  | 192   | NO  |   |
| FINANCE TO COMPLETE AND VERIFY:  |  | Total Center<br>Infrastructure Budget                               | Total # of months                                 |   |   |
| Budget Costs for Center may include those listed below as included in the center budget                  |  | \$448,801.00  | 12  |   |   |



|   | Amount per month to be paid by Agency | Amount per Total Square ft. | Total # of Square feet occupied | IT Cost (monthly phone line cost) | Total # of months (based on Term of Agreement above) |
|---|---------------------------------------|-----------------------------|---------------------------------|-----------------------------------|--|
| <b>Total Amount to be paid by Agency:</b> |                                       |                             |                                 |                                   |  |
| \$11,862.40                               | \$ 974.99                             | \$ 45.70                    | 192                             | \$ 1.00                           | 12   |
| <b>Verified by and Date:</b>              |                                       |                             |                                 |                                   |  |
| Rondicka Jefferies 8/11/2023              |                                       |                             |                                 |                                   |  |

| <b>2023/24 BUDGET</b>                            | <b>Perline</b>      |
|--|---------------------|
| Rent   | \$286,000.00        |
| Equipment Rental                                 | \$0.00              |
| Equipment Repair & Maintenance                   | \$5,000.00          |
| Building Repair & Maintenance                    | \$5,000.00          |
| Security   | \$30,000.00         |
| Moving Expenses                                  | \$2,000.00          |
| Office & Computer Supplies                       | \$0.00              |
| Postage Regular                                  | \$0.00              |
| Electricity                                      | \$15,000.00         |
| Telephone  | \$12,677.00         |
| Data lines                                       | \$31,198.00         |
| License & Permit                                 | \$350.00            |
| General Liability Insurance                      | \$8,150.00          |
| Property Insurance                               | \$3,006.00          |
| Renovation                                       | \$5,000.00          |
| Capital – Equipment                              | \$0.00              |
| Non Capital -- Equipment                         | \$0.00              |
| Capital-Software & Hardware                      | \$0.00              |
| Non-Capital Software & Hardware                  | \$0.00              |
| Janitorial Services                              | \$40,000.00         |
| Parking Fees                                     | \$0.00              |
| Common Maint Area-O/S                            | \$0.00              |
| Alarm Service                                    | \$900.00            |
| Garbage Disposal                                 | \$0.00              |
| Water & Sewer                                    | \$4,000.00          |
| Pest Control                                     | \$520.00            |
| <b>TOTAL CENTER INFRASTRUCTURE BUDGET AMOUNT</b> | <b>\$448,801.00</b> |
| Total Number of square feet of the Location      | 9820 SF             |
| Amount per Square Feet                           | \$45.70             |