

Memorandum



Date: April 25, 2006

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: George W. Burgess
County Manager

Subject: Florida Venture Foundation Training Contract to Provide Mentoring, Training,
and Placement to Clients in the Construction Field

Agenda Item No. 12(A)(6)

RECOMMENDATION

It is recommended that the Board approve the attached resolution and contract between Miami-Dade County and Florida Venture Foundation (FVF), a Florida non-profit organization, in an amount not to exceed \$250,000 to be funded from the Capital Outlay Reserve Fund. FVF will identify eligible clients, provide mentoring and training in one or more trades in the construction field, and place them on *Building Better Communities* (BBC) Bond Program projects. The contract has built-in performance and outcome measures to determine the success of the program.

BACKGROUND

The Office of Capital Improvements held two job training workshops to elicit information and ideas from the public as well as from job training providers and clients. The first workshop held on October 12, 2005 was attended by over 40 participants and many ideas were presented regarding mentoring and training for the unemployed and underemployed in our community. The second follow-up workshop held on December 8, 2005 was attended by approximately 30 participants. Although workshop attendees were invited to submit mentoring and training proposals, FVF was the only organization to do so.

The attached agreement require FVF to mentor, train, place and retain a minimum of 75 clients in construction trade jobs on projects funded in whole or in part by the BBC Bond Program. The agreement provides:

- FVF will receive \$75,000 (30% of the contract) for start up costs at the time the contract is executed.
- FVF will receive \$1,000 per client, not to exceed \$75,000 (30% of the contract), for each trainee that is registered and completes no less than 120 hours of training.
- FVF will be paid \$1,333 per client for job retention (40% of the contract), not to exceed \$100,000, if no less than 75 clients are placed in construction trade jobs and are gainfully employed on BBC Bond Program projects in the construction industry for a minimum of six months. FVP will monitor the clients for a period of one year from the date of placement to determine job retention.

Honorable Chairman Joe A. Martinez
and, Members Board of County Commissioners
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In summary, FVF will be reimbursed up to \$3,333 per client, not to exceed the total contract amount of \$250,000, if a minimum of 75 clients are mentored, successfully complete the required 120 hours of training, and are placed and remain on BBC Bond Program projects in construction trade jobs for a minimum of six months. The agreement further requires FVF to reimburse the County \$2,000 (start up and training cost) for each client slot under the 75 minimum. The contract is not a lump sum contract and the total contract value is not guaranteed by the County to FVF.

FVF has been in existence since 2001. They received a \$94,000 Community Development Block Grant from the County's Office of Community and Economic Development in March 2005 for a Youth Build Program targeting potential high school dropouts and those who do not intend to go on to post-secondary studies. They also received a \$60,000 grant from the County's Department of Human Services Outreach Program in November of 2005 to assist minority owned firms competing for County contracts. Both contracts are in good standing and the issuing departments are satisfied with the performance of FVF.

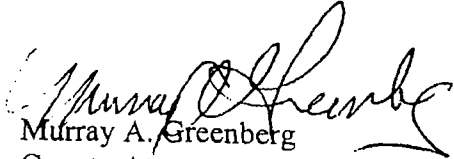

Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez **DATE:** April 25, 2006
and Members, Board of County Commissioners

FROM: 
Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 12(A)(6)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 12(A)(6)
04-25-06

RESOLUTION NO. _____

RESOLUTION APPROVING CONTRACT WITH FLORIDA VENTURE FOUNDATION FOR TRAINING, PLACEMENT AND MONITORING OF INDIVIDUALS FOR CONSTRUCTION INDUSTRY; AND APPROVING FUNDING IN AMOUNT NOT TO EXCEED \$250,000 FROM CAPITAL OUTLAY RESERVE FUND

WHEREAS, this Board wishes to assist individuals with training and job placement in the construction industry in order to curb unemployment, especially in light of the construction that will result from the *Building Better Communities* Bond Program; and

WHEREAS, in response to a request for proposals, Florida Venture Foundation was the only firm that responded on how to implement a job training and placement program for the construction industry; and

WHEREAS, this Board wishes to approve the contract attached as Exhibit "A" between the County and Florida Venture Foundation to be funded from the County's capital outlay reserve in an amount not to exceed \$250,000 for the reasons set for the in the County Manager's memorandum which accompanies this Resolution and is incorporated by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The Monitoring, Training and Placement Contract ("Contract") with Florida Venture Foundation is approved in the form attached as Exhibit "A" and the County Manager is authorized to execute and deliver it on behalf of the County.

Section 2. The funding of the Contract in an amount not to exceed \$250,000 from the County's Capital Outlay Fund is approved.

Section 3. The provisions of Resolution No. R-377-04 pertaining to the effective date of County contracts is waived with respect to the Contract.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Dennis C. Moss, Vice-Chairman	
Bruno A. Barreiro	Jose "Pepe" Diaz
Audrey M. Edmonson	Carlos A. Gimenez
Sally A. Heyman	Barbara J. Jordan
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 25th day of April, 2006. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

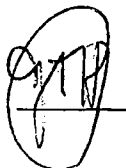
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Gerald T. Heffernan



**MIAMI-DADE COUNTY OFFICE OF CAPITAL IMPROVEMENTS
BUILDING BETTER COMMUNITIES BOND PROGRAM**

**PROVIDER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS
(Ordinance 97-104)**

Name of Organization: Florida Venture Foundation Address: 782 NE LeJeune Road, Suite # 348, Miami, Florida 33126

REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT

In compliance with Miami-Dade County Ordinance 97-104, the Community Based Organization must submit the list of first their subcontractors or sub-consultants who will perform any part of the Scope of Services Work, if this Agreement is for \$100,000 or more.

The Community Based Organization must complete this information. If the Community Based Organization will not utilize subcontractors, then the Community Based Organization must state "No subcontractors will be used"; do not state "N/A".

NAME OF SUBCONTRACTOR OR SUB-CONSULTANT ADDRESS CITY AND STATE

No Subcontractors will be used

REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT

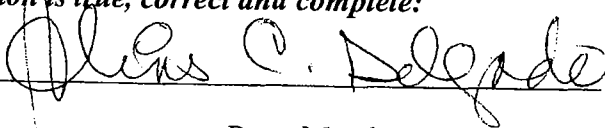
In compliance with Miami-Dade County Ordinance 97-104, the Community Based Organization must submit a list of suppliers who will supply materials for the Scope of Services to the Community Based Organization, if this Contract Agreement is \$100,000 or more.

The Community Based Organization must fill out this information. If the Community Based Organization will not use suppliers, the Community Based Organization must state "No suppliers will be used", do not state "N/A".

NAME OF SUPPLIER ADDRESS CITY AND STATE

No Suppliers will be used.

I hereby certify that the foregoing information is true, correct and complete:

Signature of Authorized Representative: 

Title: President & CEO Date: March 13, 2006

Firm Name: Florida Venture Foundation Fed. ID No. 65-0849640

Address: 782 NW LeJeune Road, Suite # 348 City/ State/Zip: Miami, Florida 33126

Telephone: (305) 444-9461 Fax: (305) 444-0981 E-mail: adelgado@fvfoutrreach.com

MIAMI-DADE COUNTY OFFICE OF CAPITAL IMPROVEMENTS
MENTORING, TRAINING AND PLACEMENT CONTRACT

This Contract, made this _____ day of _____, 200____, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Office of Capital Improvements (hereinafter referred to as "Department"), located at 111 NW 1 Street Suite 2130, Miami, Florida 33128 and Florida Venture Foundation, a Florida non-profit organization (hereinafter referred to as "Provider") states conditions and covenants for the rendering of services described in Article II (hereinafter referred to as "Services") for the County.

WHEREAS, the Provider provides or will develop services of value to the County and has demonstrated an ability to provide these services; and

WHEREAS, the County is desirous of assisting the Provider in providing those services and the Provider is desirous of providing such services; and

WHEREAS, the County will appropriate funds to the Provider for the proposed services,

NOW, THEREFORE, in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

I. **AMOUNT PAYABLE.** Subject to available funds, the maximum amount payable for services rendered under this Contract, shall not exceed **\$250,000**. Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County. The contract is non-exclusive and has no minimum funding guarantee.

II. **SCOPE OF SERVICES.** The Provider agrees to render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A.

The Provider will implement the Scope of Services as described in Attachment A in a manner deemed satisfactory to the County. Any modification or amendment to the Scope of Services shall not be effective until approved by the Department in writing.

In an effort to assist the Provider, the County has made available to them a calendar showing the pre-bid conferences giving them the opportunity to network with prospective contractors. The County will also make every effort to invite them to pre-construction meetings with the contractor chosen for the project(s). Additionally, language will be crafted and inserted when ever possible in all future Building Better Communities (BBC) Bond Program solicitations to enhance the Providers networking efforts.

III. **PAYMENT SCHEDULE.** The Provider agrees that all expenditures or costs shall be made in accordance with the Payment Procedures (Section XIV)

IV. **DURATION OF AGREEMENT AND AMENDMENTS.** This Agreement shall remain in full force and effect for a period of two-years after its date of execution unless terminated by either party as provided herein.

Amendments to this agreement can be made if accepted by both parties.

V. INDEMNIFICATION BY PROVIDER. The Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners, principals or subcontractors.

Provider 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 County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The provisions of this section or indemnification shall survive the expiration or termination of this Contract.

VI. INSURANCE.

Insurance Requirements:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

VII. PROOF OF LICENSURE.

If the Provider is required by the State of Florida or Miami-Dade County to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Services (Attachment A), the Provider shall furnish a copy of all required current licenses or certificates to the County as soon as practicable after the execution of this contract..

If the Provider fails to furnish the County with the licenses or certificates required under this Section, the County shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within sixty (60) days of execution of this Contract may result in termination of this Contract.

VIII. CONFLICT OF INTEREST. The Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its Contract obligations hereunder.

IX. EMPLOYMENT PRACTICES. The attention of the Contractor is hereby directed to the requirements MDC Code Section 11A-26 Unlawful employment practices. The Contractor agrees to make no discrimination because race, color, religion, ancestry, sex, pregnancy, national origin, age, disability, marital status, familial status or sexual orientation of any individual with respect to employment of personnel on this Project, and that all persons having the experience and skill necessary to perform the work shall be afforded equal opportunity of employment for the work to be performed at the site of this Project.

Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any Contract the Provider has with the County, such Contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

All employers who are covered by the Family Leave Ordinance, MDC Code Chapter 11A Article V Family Leave, shall, as a condition of award, certify that they provide family leave to their employees as a contractual requirement as mandated by Resolution 1499-91 and amended by Resolution 183-00. In brief the following applies:

- All Contractors with at least fifty employees for each working day during each of twenty or more work weeks in the current or preceding calendar years submitting proposals in conjunction with this solicitation are hereby advised that award of this contract is conditioned on the Contractor having, in place, a family leave policy in conformance with the following:
- An employee who has worked for the same employer for at least one year shall be entitled to ninety days of family leave during any twenty four month period, for the birth or adoption of a child, or for the care of a child, spouse or other close relative who has a serious health condition.
- A Family Leave Policy must entitle employees to take leave without risk of termination of employment or retaliation by employers.
- The obligation to provide family leave to their employees shall be a contractual obligation. Resolution 183-00 provides that failure to comply with these requirements may result in debarment.

In accordance with Resolution R-185-00, prior to entering into a contract with the County, the Contractor shall, as a condition of award, comply with the Domestic Leave Ordinance, MDC Code Chapter 11A Article VIII. The obligation to provide domestic violence leave to their employees shall be a contractual obligation. Failure to comply with requirements of R-185-00 as well as the Domestic Leave Ordinance may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

X. **NOTICES.** It is understood and agreed between the parties that written notice addressed to the Department and mailed or delivered to the address appearing on page one (1) of the Contract and written notice addressed to the Provider and mailed or delivered to the address appearing on page one (1) of this Contract shall constitute sufficient notice to either party.

XI **AUTONOMY.** Both parties agree that this Contract recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

XII. **BREACH OF CONTRACT: COUNTY REMEDIES.**

A. **Breach.** A breach by the Provider shall have occurred under this Contract if: (1) the Provider fails to provide the services outlined in the Scope of Services (Attachment A) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the County funds allocated under this Contract; (3) the Provider does not furnish the Certificates of Insurance required by this Contract; (4) the Provider does not furnish proof of licensure/certification required by this Contract; (5) the Provider fails to submit, or submits incorrect or incomplete proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the Provider does not submit or submits incomplete or incorrect required reports; (7) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (8) the Provider discriminates under any of the laws outlined in Section IX of this Contract; (9) the Provider fails to provide Domestic Violence Leave to its employees pursuant to local law; (10) the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment C); (11) the Provider attempts to meet its obligations under this contract through fraud, misrepresentation or material misstatement; (12) the Provider fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (13) the Provider fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to the County or any of its agencies or instrumentalities; (14) the Provider fails to submit the Certificate of Corporate Status, Board of Directors requirement or proof of tax status; (15) fails to meet any of the terms and conditions of the County Affidavits (Attachment C); or (16) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

B. **County Remedies.** If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; and (c) terminate or cancel any other

