

Memorandum



Date: May 12, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager 

Subject: Resolution Authorizing the County Mayor or Mayor's Designee to Execute a Memorandum of Understanding (MOU) Between Miami-Dade County and the South Florida Workforce Investment Board for the Community Workforce Program

BPS
Agenda Item No.
3(H)

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or the Mayor's designee to execute a Memorandum of Understanding (MOU) between Miami-Dade County and the South Florida Workforce Investment Board (SFWIB) to provide training, development and referral services to increase the employability of the local workforce on construction contracts as required under the Community Workforce Program administered by the Department of Small Business Development (SBD).

Scope

This item has countywide impact.

Fiscal Impact

There is no fiscal impact to Miami-Dade County.

Background

The Community Workforce Program (CWP) was adopted by the Board on January 23, 2003, to increase employment where the most severely and traditionally underserved and underdeveloped neighborhoods of the County experience high unemployment. Such neighborhoods are located within designated (i) Empowerment and Enterprise Zones, (ii) Targeted Urban Areas, and (iii) Community Development Block Grant Eligible Block Group and Focus Areas within Miami-Dade County. The CWP affords employment opportunities to residents of such zones and areas on County capital construction projects, to foster economic revitalization and growth in the County's economy by ensuring that a minimum ten percent of the workforce is from the designated target area in which the project is located.

A key component to the success of the CWP, or any endeavor to increase employment, is to increase the employability of the workforce through effective training and development. To meet this challenge, particularly, in light of the current economic downturn and increased unemployment level, it is recommended that the Board authorize an agreement with SFWIB to function as the first stop Workforce Development Organization (WDO) and Workforce Recruitment/Referral Organization (WRO).

SFWIB, chartered by the State of Florida, is one of the 24 regional workforce investment boards in Florida. The SFWIB is the regional workforce investment board for Region 23 which is comprised of Miami-Dade and Monroe counties. In 2006, the Board adopted Resolution No. R-

*Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners
Page 2*

315-06, approving an interlocal agreement between the two chief elected officials of both counties creating the South Florida Workforce Investment Board.

As the first stop WDO, SFWIB will provide construction trade skills trainings, including skills trainings recognized and accepted by all federation members of the respective trades, who are instrumental in its design and provide certification after participation, apprenticeship training, or any construction related training. Additionally, SFWIB will provide first stop services to the CWP, as a Workforce Recruitment/Referral Organization. SFWIB will provide qualified construction employment recruitment/referral services and employability skills training including application process, interviewing, and appropriate attire.

SFWIB is responsible for implementation of the federal Workforce Investment Act in Region 23 of the State of Florida which directly benefits both job-seekers and members of the local business community. This MOU between the County and the SFWIB maximizes the community's benefit from both programs.



Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: June 2, 2009

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No.

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 Mayor'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

3

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR
MAYOR'S DESIGNEE TO EXECUTE A MEMORANDUM OF
UNDERSTANDING BETWEEN MIAMI-DADE COUNTY AND THE
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD FOR
THE COMMUNITY WORKFORCE PROGRAM

WHEREAS, Miami-Dade County (the "County") is experiencing an economic recession resulting in high unemployment levels in the County; and

WHEREAS, the Department of Small Business Development ("SBD") is responsible for reviewing capital construction contracts and/or work orders for public improvements to determine the appropriateness of applying local workforce goals, that require a minimum of ten percent (10%) of persons performing construction trades and labor work reside in designated target areas through the Community Workforce Program ("CWP"); and

WHEREAS, the County desires that South Florida Workforce Investment Board ("SFWIB") be the first stop Workforce Recruitment/Referral and Development Organization, which provides qualified construction employment recruitment/referral services and employability skills training, including application process, interviewing, and appropriate attire; and

WHEREAS, the SFWIB is responsible for the implementation of the Workforce Investment Act in Region 23 of the State of Florida and to effectuate programs directly benefiting both job seekers and members of the local business community; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that this Board hereby authorizes the County Mayor or the County Mayor's designee to execute the attached Memorandum of Understanding with the South Florida Workforce Investment Board in substantially the form attached hereto.

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:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of June, 2009. 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

Approved by County Attorney as
to form and legal sufficiency. dsh

David Stephen Hope

By: _____
Deputy Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
AND
MIAMI-DADE COUNTY**

This Memorandum of Understanding (the "MOU" or "Agreement" or "Contract") is made and entered into by and between the South Florida Workforce Investment Board (the "SFWIB") and Miami-Dade County (the "County").

WITNESSETH:

WHEREAS, the SFWIB provides workforce development services in Region 23 which is comprised of Miami-Dade and Monroe counties; and

WHEREAS, the SFWIB's services and resources are available through a network of Career Centers located throughout the region; and

WHEREAS, the SFWIB's delivery of services is enhanced through the integration of available resources, coordination of services through effective linkages and partnerships; and the sharing of information and referrals that may lead to successful employment and self sufficiency for clients; and

WHEREAS, the County's Department of Small Business Development ("SBD") administers the Community Workforce Program (hereinafter "CWP") requiring application of local workforce goals on certain capital construction contracts for public improvements located in Designated Target Areas ("DTAs") to ensure a minimum of ten percent (10%) of the persons performing construction trades and labor work under the contract be residents of DTAs; and

WHEREAS, the SBD utilizes the services of Workforce Development Organizations ("WDO") and Workforce Recruitment/Referral Organizations ("WRO") to accomplish the CWP objective of establishing a pool of trained skilled and unskilled labor to meet industry demand; and

WHEREAS, the SFWIB desires to undertake the primary first-stop function of WDO/WRO for the County's CWP program at no cost;

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, SFWIB and County agree as follows:

I. PURPOSE:

This MOU establishes an agreement and contract between the SFWIB and County, and defines and delineates their respective roles and responsibilities for implementation of construction trade skills recruitment, development (training), and referral services, to fill job order requests related to capital construction contracts to which a workforce goal has been established and applied. The parties to this Agreement shall coordinate and perform the activities and services described herein within the scope of the legal requirements governing the parties' respective programs, services, and agencies.

II. PERIOD OF PERFORMANCE

The term of this MOU shall be from **April 9, 2009** to and including **April 9, 2011**.

III. SCOPE OF WORK

The SFWIB and County agree to provide services in accordance with **Exhibit A, Scope of Work**, attached to the MOU. Any modification(s) to the Scope of Work shall only be valid when it has been reduced to writing, and duly approved and signed by both parties hereto.

IV. INDEMNIFICATION

1. For Florida Governmental Entities. The County shall indemnify and hold harmless 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 SFWIB 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 County or the County's officers, employees, agents, servants, partners, principals or subcontractors. The County 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 SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. This indemnification shall only be to the extent and within the limitations of Section 768.28 of Florida Statutes, subject to the provisions of that statute whereby the County 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 \$100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the County arising out of the same incident or occurrence, exceed the sum of \$200,000 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 County or the County's officers, employees, servants, agents, partners, principals or subcontractors.
2. The SFWIB shall indemnify and hold harmless the County 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 County 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. 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 the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. This indemnification shall only be to the extent and within the limitations of Section 768.28 of 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 \$100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the SFWIB arising out of the same incident or occurrence, exceed the sum of \$200,000 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.

3. Term of Indemnification. The provisions of this indemnification shall survive the expiration of this MOU and shall terminate upon the expiration of the applicable statute of limitation.

V. TERMINATION

This MOU may be terminated without cause by either party hereto upon providing thirty (30) days prior written notice to the other party.

VI. 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 Miami-Dade County, Office of the County Manager:

George M. Burgess, County Manager
Miami-Dade County
Stephen P. Clark Center
111 N.W. 1st Street, Suite 2910
Miami, Florida 33128

VII. AMENDMENTS

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

VIII. AUTONOMY

The SFWIB and the County agree that this MOU does not create or recognize any partnership, joint venture, or any other kind of organizational relationship other than herein set forth between the parties hereto. Both parties hereto acknowledge the independence and autonomy of both parties hereto. The affiliation set forth herein is required by federal law and both parties hereto remain, at all times, independent contractors, and not partners, under state law. It is expressly understood, agreed and intended that the County is not a grant recipient of any funds from the SFWIB and is not a partner, joint venture participant, agency or instrumentality of any kind of the SFWIB. Furthermore, the County's officers, agents, servants, employees, contractors and sub-contractors are not officers, agents, servants or employees of the SFWIB or any of its agencies or instrumentalities.

IX. PRIOR AGREEMENTS

This document incorporates and includes 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 Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms of this MOU shall be predicated upon any prior representations or agreements, whether oral or written.

X. CERTIFICATION:

By signing this Agreement, both parties hereto agree that the provisions contained herein are subject to all applicable, federal, state and local laws, regulations and guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to customers.

INTENTIONALLY 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:**

AUTHORIZED SIGNATURES FOR: **Miami-Dade County**
AGREEMENT NUMBER: **MOU-PY'08-0**

(For use Only When Contractor Is a Governmental Entity)

1a. _____
Signature of Authorized Official

Date

2a. **George M. Burgess**
Print Name of Authorized Official

3a. **County Manager**
Full Title of Authorized Officials

4a. _____
Signature of Person Attesting
Signature that Appears on Line 1a

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY: _____ Date _____
Rick Beasley
Executive Director, SFWIB

**SCOPE OF WORK
MIAMI-DADE COUNTY
(DEPARTMENT OF SMALL BUSINESS DEVELOPMENT)**

The collaboration between the South Florida Workforce Investment Board (SFWIB), through SFWIB's workforce delivery system, and **Miami-Dade County**, through the Department of Small Business Development (SBD), is to provide: (i) construction trades skills training; (ii) qualified construction employment recruitment and referral services; and (iii) employability skills training, including application process, interviewing, and appropriate attire.

The SFWIB through SFWIB's workforce delivery system will undertake the primary first-stop function of Workforce Development Organization/Workforce Recruitment/Referral Organization for the County's Community Workforce Program ("CWP") for the County to accomplish the CWP objective to establishing a pool of trained skilled and unskilled labor to meet industry demand.

SFWIB shall:

- Assign a point of contact to serve as liaison between SFWIB and the County's Department of Small Business Development ("SBD").
- Provide SBD with current information about the SFWIB program and services.
- Seek to ensure that SFWIB's workforce delivery system provides or facilitates the provision of construction trades skills training.
- Seek to ensure that SFWIB's workforce delivery system provides or facilitates the provision of skills training recognized and accepted by all federation members of the respective trade who provide certification and apprenticeship training.
- Seek to ensure that SFWIB's workforce delivery system provides or facilitates the provision of qualified construction employment recruitment/ referral services to contractors and subcontractors on capital construction contracts for which a workforce goal is applied.
- Seek to ensure that SFWIB's workforce delivery system provides or facilitates the provision of employability skills training, including application process, interviewing, and appropriate attire.
- Provide SBD monthly aggregate data reports of trained and available skilled and unskilled labor by Designated Target Areas (DTA).
- Provide SBD information regarding available skilled and unskilled labor by DTA on an as needed basis.
- Provide SBD with monthly employment training, recruitment, referral and placement status reports for the CWP.

County shall:

- Assign a point of contact to serve as liaison between SFWIB and SBD.
- Provide SFWIB current information about the CWP program and services.
- Provide SFWIB with Review Committee recommendations on workforce goals for capital construction projects.
- Provide SFWIB with Job Order Requests from contractors and subcontractors.
- To the extent possible, make available to SFWIB projections regarding employment and labor requirements.
- Provide contractors and subcontractors with the recruitment and referral processes of the SFWIB's workforce delivery system.