Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 12(A)(1)
05-08-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-606-07

RESOLUTION APPROVING AMENDMENT ONE TO A TRAINING AND MENTORING CONTRACT BETWEEN MIAMI-DADE COUNTY AND FLORIDA VENTURE FOUNDATION, INC WITH AN EFFECTIVE DATE OF MAY 15, 2006

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and contract amendment, copies of which are incorporated herein by this reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves Amendment One to the Training and Mentoring contract with an effective date of May 15, 2006, all as more particularly described in the accompanying memorandum.

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

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

Jose "Pepe" Diaz	absent	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: May 8, 2007

FROM: Murray A. Greenberg County Attorney

SUBJECT: Agenda Item No. 12(A)(1)

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**

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of May, 2007. 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: KAY SULLIVAN
Deputy Clerk

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

Geri Bonzon-Keenan

AMENDMENT ONE TO CONTRACT AGREEMENT
DATED MAY 15, 2006

BETWEEN
MIAMI-DADE COUNTY
AND
FLORIDA VENTURE FOUNDATION

THIS AMENDMENT (the "Amendment") to the Contract (hereinafter defined) by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the "Board") and Florida Venture Foundation (FVF), a non-profit corporation organized under the laws of the State of Florida (the "Provider") is entered into this _____ day of _____, 2007.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the parties hereto agree as follows:

Section 1. The Parties have previously executed a Contract Agreement dated May 15, 2006 (the "Contract") providing for the funding. The Parties acknowledge and agree the Contract remains in full force and effect, as may be amended by this Amendment.

Section 2. To the extent that the terms and provisions of the Contract are not expressly amended herein, such other terms and provisions shall be deemed in full force and effect, except that in the event of a conflict between the Contract and this Amendment, the provisions of this Amendment shall prevail. All capitalized terms contained in this Amendment which are not defined in this Amendment shall have the respective meanings ascribed to them in the Contract.

Section 3. Any reference, in the current contract, namely in sections XIV PAYMENT SCHEDULE and Attachment A AGREEMENT PROGRAM NARRATIVE to FVF clients being employed on a project(s) funded in whole or in part by the Building Better Communities Bond Program is hereby modified to allow FVF clients to be employed on any project(s) funded in whole or in part by any governmental agency located in Miami-Dade County. Additionally, the 12 month period following placement referenced in these areas of the contract is being extended from 12 months to 24 months.

Section 4. Section IV. DURATION OF AGREEMENT AND AMENDMENTS. of the contract is deleted in its entirety and replaced with the following:

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

Memorandum

MIAMI-DADE COUNTY

Date: May 8, 2007

Agenda Item No. 12(A)(1)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

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

---

Recommendation

It is recommended that the Board of County Commissioners approve amendments to an existing contract between Miami-Dade County and Florida Venture Foundation (FVF) for the mentoring and training of clients in the construction field for placement in projects funded by the Building Better Communities (BBC) Bond Program. The three proposed amendments, which shall apply retroactively to the effective date of the contract, include:

- Allowing trainees to be employed on any project(s) funded in whole or in part by any governmental agency located in Miami-Dade County, and not solely by the BCC funded projects;
- Extension of the 12 month placement period to 24 months;
- And, an extension of the overall contract period from two years to three years.

Scope

The scope of this contract is countywide.

Fiscal Impact/Funding Source

There is no fiscal impact. This amendment does not increase the contract amount. The original contract in the amount of up to $250,000 is funded by the Capital Outlay Reserve Fund.

Track Record/Monitor

The implementing entity is FVF, a Florida non-profit organization in existence since 2001. This program is working well. Within the first year of the program, 25 individuals have been placed in jobs and 61 are currently in training.

In addition, the organization received a $94,000 Community Development Block Grant from the County's Department 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 postsecondary studies. They also received a $60,000 grant from the County's Department of Human Services Outreach Program to assist minority owned firms to compete for County contracts.

The responsible party for monitoring this contract is the Office of Capital Improvements (OCI) and the project manager is Jose A. Galan, Chief for Program Legislation.

Background

FVF's current contract requires them to provide mentoring and training to clients in one or more trades in the construction field and place them on project(s) funded in whole or in part by the BBC. This amendment will allow FVF to place trainees on project(s) that are funded in whole or in part

by any governmental agency located in Miami-Dade County, making it possible for the County to increase the number of trained construction workers countywide.

The current contract also calls for FVF to place trainees on a project(s) for a minimum of six months during the 12 month "placement period." This amendment will extend the placement period from 12 months to 24 months. Also, the overall contract will be extended from two years to three years.

The contract value is a ceiling to be paid in total to FVF only if they train and place a minimum of 75 clients, and only if those trainees remain gainfully employed for a six-month period as required by the original contract. This is not a lump sum contract and the total contract value is not guaranteed by the County to FVF.

Susanne M. Torriente
Assistant County Manager

Section 5. This Amendment shall apply retroactively to the effective date of the contract.

Section 6. This Amendment and the Contract, as amended by this Amendment, constitute the sole and only agreement of the parties and correctly sets forth the rights, duties and obligations of each to the other as of its date. Any prior agreements, promises, negotiations or representation not expressly set forth in the Contract, as amended, and this Amendment are of no force and effect.

IN WITNESS THEREOF, the parties through their duly authorized representatives hereby execute this AGREEMENT with an effective date of _____, 2007.

FLORIDA VENTURE FOUNDATION

By: _____ 3/19/07
President & C.E.O Date

Attest:

By: _____ 3/19/07
Name Date

MIAMI-DADE COUNTY, FLORIDA

By: _____ _____
Mayor Date

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

Stephen P. Clark Center
111 NW 1 Street, Suite 2130
Miami, Florida 33128

HARVEY RUVIN, CLERK
Attest:

By: _____ _____
Deputy Clerk Date

Approved by County Attorney as
to form and legal sufficiency.

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

AGREEMENT PROGRAM NARRATIVE

SECTION I: GENERAL

Name of Organization: Florida Venture Foundation

Address: 782 NW LeJeune Road, Ste 348, Miami, Florida 33126

Phone Number: 305-444-9461 Fax Number: 305-444-0981

Contact Person: Alina C. Delgado

Agreement Amount: Up to $250,000.00 Agreement Period: 2 years

SECTION II: NARRATIVE

Describe the organization's goal: The goal of FVF is to mentor, train, and place clients in the construction field in order for them to be gainfully employed while addressing the construction needs of the community.

Describe what is proposed for funding: Funding is proposed for the following steps in the program:

1. Outreach/Mentor – This will include initial meetings with OCI, potential employees, pre-bid conferences, awards recipient meeting, training professional entities, seminars, advertising, and promotional plan.

2. Training – FVF will meet with all potential training providers and enroll a minimum of 75 potential clients in different construction related fields. FVF will continue monitoring these students to offer motivation and support where needed. A minimum of 120 hours of training will be provided to clients.

3. Placement – FVF will place a minimum of 75 clients in a project(s) funding in whole or in part by the Building Better Communities Bond Program and have those clients employed a minimum of six months during the 12 month period following placement..

SECTION III: PROFILE OF SERVICES

Workload measures (detail type of service and number of client to be served in each category of service):

Outreach Services to include:

Outcome	Number to be achieved
Meetings with initial partners, Miami Dade County	1 initial meeting, and on necessary basis thereafter
Meeting with training professionals/partners	1 initial meeting and on necessary basis thereafter
Meeting with potential employers	1 initial meeting and on necessary basis thereafter
Meeting with students	1 initial meeting and in as needed basis
Counseling	Quarterly
Motivational Seminars	Quarterly in the first year
Registering in Vocational training	Minimum 75
Workshops	Quarterly in the first year
Enrollment training	Minimum 75 for a minimum of 120 hours
Placement	Minimum 75 for a minimum of six months in a 12 month period

Unit Cost (Detail unit cost for services): The unit cost is based on the clients serviced not the workload measures listed above.

The unit cost per person will be $3,334.00 not to exceed the contract amount of $250,000.

The breakdown of payment to FVF is as follows:

- $75,000 at the time the contract is executed.
- $ 1,000 per client that is placed in a training program up to $75,000.
- $ 1,334 per client that is mentored, trained, placed on a BBC bond Program funded or partially funded project(s), and is employed for at least six months in a 12 month period beginning at the time of placement and receives a minimum of 120 hours of training.

In the event a minimum of 75 clients are not mentored, trained, placed on a BBC funded or partially funded project(s), and employed for at least six months in a 12 month period beginning at the time of placement and receive a minimum of 120 hours of training FVF will reimburse the County $1,000 per client under the 75 mark.

SECTION IV: STATEMENT OF OBJECTIVES (objectives must be measurable, and specific. Please quantify and note timeframe for completion of each objective).

FVF statement of objectives is to mentor, train, and place a minimum of 75 clients on BBC funded or partially funded project(s), and have the client employed for at least six months in a 12 month period beginning at the time of placement and receive 120 hours to training.

In our monthly reports, these services will be itemized with specific information regarding the client and employer as stated in Attachment 'F'.

SECTION V: ORGINATIONAL SUPPORT ACTIVITIES

Describe how your organization plans to raise additional funds or in-kind contributions:

Hosting and co-hosting different activities in order to be able to raise funds for those specific programs.

We are currently working on additional programs to be able to leverage this funding.

Form A-12
Code of Business Ethics

In accordance with Resolution R-994-99 each person or entity that seeks to do business with Miami-Dade County shall adopt the Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics as follows:

The Miami-Dade County/Greater Miami Chamber of Commerce seeks to create and sustain an ethical business climate for its members and the community by adopting a Code of Business Ethics. Miami-Dade County/Greater Miami Chamber of Commerce encourages its members to incorporate the principles and practices outlined here in their individual codes of ethics, which will guide their relationships with customers, clients and suppliers. This Model Code can and should be prominently displayed at all business locations and may be incorporated into marketing materials. Miami-Dade County/Greater Miami Chamber of Commerce believes that its members should use this Code as a model for the development of their organizations' business codes of ethics.

This Model Code is a statement of principles to help guide decisions and actions based on respect for the importance of ethical business standards in the community. Miami-Dade County/Greater Miami Chamber of Commerce believes the adoption of a meaningful code of ethics is the responsibility of every business and professional organization.

By affixing a signature in the Proposal signature page, Form A-12, the Proposer hereby agrees to comply with the principles of Miami-Dade County/Greater Miami Chamber of Commerce Code of Business Ethics. If the Proposer firm's code varies in any way the Proposer must identify the difference(s) on a separate documents attached to Form A-12.

Compliance with Government Rules and Regulations

- We the undersigned Proposer will properly maintain all records and post all licenses and certificates in prominent places easily seen by our employees and customers;
- In dealing with government agencies and employees, we will conduct business in accordance with all applicable rules and regulations and in the open;
- We, the undersigned Proposer will report contract irregularities and other improper or unlawful business practices to the Ethics Commission, the Office of Inspector General or appropriate law enforcement authorities.

Recruitment, Selection and Compensation of Contractors Consulting, Vendors, and Suppliers

- We, the undersigned Proposer will avoid conflicts of interest and disclose such conflicts when identified;
- Gifts that compromise the integrity of a business transaction are unacceptable; we will not kick back any portion of a contract payment to employees of the other contracting party or accept such kickback.

Business Accounting

- All our financial transactions will be properly and fairly recorded in appropriate books of account, and there will be no "off the books" transactions or secret accounts.

Promotion and Sales of Products and Services

- Our products will comply with all applicable safety and quality standards;
- We the undersigned Proposer will promote and advertise our business and its products or services in a manner that is not misleading and does not falsely disparage our competitors.
- We, the undersigned Proposer will conduct business with government agencies and employees in a manner that avoids even the appearance of impropriety. Efforts to curry political favoritism are unacceptable;
- Our proposal will be competitive, appropriate to the request for proposals/qualifications documents and arrived at independently;
- Any changes to contracts awarded will have a substantive basis and not be pursued merely because we are the successful Proposer.
- We, the undersigned Proposer will, to the best of our ability, perform government contracts awarded at the price and under the terms provided for in the contract. We will not submit inflated invoices for goods provided or services performed under such contracts, and claims will be made only for work actually performed. We will abide by all contracting and subcontracting regulations.
- We, the undersigned Proposer will not, directly or indirectly, offer to give a bribe or otherwise channel kickbacks from contracts awarded, to government officials, their family members or business associates.
- We, the undersigned Proposer will not seek or expect preferential treatment on proposals based on our participation in political campaigns.

Public Life and Political Campaigns

- We, the undersigned Proposer encourage all employees to participate in community life, public services and the political process to the extent permitted by law;
- We, the undersigned Proposer encourage all employees to recruit, support and elect ethical and qualified public officials and engage them in dialogue and debate about business and community issues to the extent permitted by law.
- Our contributions to political parties, committees or individuals will be made only in accordance with applicable laws and will comply with all requirements for public disclosure. All contributions made on behalf of the business must be reported to senior company management;
- We, the undersigned Proposer will not contribute to the campaigns of persons who are convicted felons or those who do not sign the Fair Campaign Practices Ordinance.
- We, the undersigned Proposer will know knowingly disseminate false campaign information or support those who do.

Pass-through Requirements

- This Code prohibits pass-through payments whereby the prime firm requires that the MBE firm accepts payments as an MBE and passes through those payments to another entity.

Rental Space, Equipment and Staff Requirements or Flat Overhead Fee Requirements

- This Code prohibits rental space requirements, equipment requirements, staff requirements and/or flat overhead fee requirements, whereby the prime firm requires the MBE firm to rent space, equipment and/or staff from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.

MBE Staff Utilization

- This Code prohibits the prime firm from requiring the MBE firm to provide more staff than is necessary and then utilizing the MBE staff for other work to be performed by the prime firm.

This Code also requires that on any contract where MBE participation is purported, the contract shall specify essential terms including, but no limited to, a specific statement regarding the percent of participation planned for MBEs, the timing of payments and when the work is to be performed.

By: Alina C. Delgado
Signature of Affiant

March 13, 20 06
Date

6 / 5 - 0 / 8 / 4 / 9 / 6 / 4 / 0

Florida Venture Foundation
Printed Name of Firm

782 NW LeJeune Road Suite # 348 Miami, Florida 33126
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 13 day of March, 2006.

By Alina C. Delgado. He/She is personally known to me or has presented
Affiant

Drivers License as identification.
Type of Identification

Signature of Notary

DD-492856
Serial Number

DAYME MENA
Print or Stamp Name of Notary

11-21-09
Expiration Date

Notary Public – State of Florida

Notary Seal

DAYME MENA
MY COMMISSION # DD 492856
EXPIRES: November 21, 2009
Bonded Thru Notary Public Underwriters

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT
(Ordinance 93-129, Section 1)

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

By: Alina C. Delgado
(Signature of Affiant)

March 13, 2006
(Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 13 day of March 2006 by Alina C. Delgado. He/She is personally known to me or has presented Driver's License
(Type of Identification)

as identification.

Dayme Mena
(Signature of Notary)

DD 492856
(Serial Number)

Dayme Mena
(Print or Stamp of Notary)

11-21-09
(Expiration Date)

Notary Public – Stamp State of Florida
(State)

Notary Seal

DAYME MENA
MY COMMISSION # DD 492856
EXPIRES: November 21, 2009
Bonded Thru Notary Public Underwriters

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

MIAMI-DADE COUNTY AFFIDAVITS

The contracting individual or entity (governmental or otherwise) shall indicate by an "X" all affidavits that pertain to this contract and shall indicate by an "N/A" all affidavits that do not pertain to this contract. All blank spaces must be filled.

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT; MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT; MIAMI-DADE CRIMINAL RECORD AFFIDAVIT; DISABILITY NONDISCRIMINATION AFFIDAVIT; and the PROJECT FRESH START AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies thereof, the State or any political subdivision or agency thereof or any municipality of this State. The MIAMI-DADE FAMILY LEAVE AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies or the State of Florida or any political subdivision or agency thereof; it shall, however, pertain to municipalities of the State of Florida. All other contracting entities or individuals shall read carefully each affidavit to determine whether or not it pertains to this contract.

I, Alina Delgado, being first duly sworn state:
Affiant

The full legal name and business address of the person(s) or entity contracting or transacting business with Miami-Dade County are (Post Office addresses are not acceptable):

65-0849640
Federal Employer Identification Number (If none, Social Security)

Florida Venture Foundation
Name of Entity, Individual(s), Partners, or Corporation

Doing Business As (if same as above, leave blank)

782 NW LeJeune Road, Suite # 348	Miami	Fl.	33126
Street Address	City	State	Zip Code

N/A I. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the County Code)

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly traded corporations or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State. All such names and addresses are (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
		%
		%
		%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable beneficial or otherwise) in the contract or business transaction with Dade County are (Post Office addresses are not acceptable):

_____

_____

_____

3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard, shall be punished by a fine of up to five hundred dollars ($500.00) or imprisonment in the County jail for up to sixty (60) days or both.

X II. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT (County Ordinance No. 90-133, Amending sec. 2.8-1; Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars ($10,000) or more shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

1. Does your firm have a collective bargaining agreement with its employees?
   ___ Yes X No

2. Does your firm provide paid health care benefits for its employees?
   X Yes ___ No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, national origin and gender:

White:	____ Males	____ Females	Asian:	____ Males	____ Females
Black:	____ Males	1 Females	American Indian:	____ Males	____ Females
Hispanics:	____ Males	5 Females	Aleut (Eskimo):	____ Males	____ Females
_____:	____ Males	____ Females:	_____:	____ Males	____ Females

X III. AFFIRMATIVE ACTION/NONDISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (County Ordinance 98-30 codified at 2-8.1.5 of the County Code.)

In accordance with County Ordinance No. 98-30, entities with annual gross revenues in excess of $5,000,000 seeking to contract with the County shall, as a condition of receiving a County contract, have: i) a written affirmative action plan which sets forth the procedures the entity utilizes to assure that it does not discriminate in its employment and promotion practices; and ii) a written procurement policy which sets forth the procedures the entity utilizes to assure that it does not discriminate against minority and women-owned businesses in its own procurement of goods, supplies and services. Such affirmative action plans and procurement policies shall provide for periodic review to determine their effectiveness in assuring the entity does not discriminate in its employment, promotion and procurement practices. The foregoing notwithstanding, corporate entities whose boards of directors are representative of the population make-up of the nation shall be presumed to have non-discriminatory employment and procurement policies, and shall not be required to have written affirmative action plans and procurement policies in order to receive a County contract. The foregoing presumption may be rebutted.

The requirements of County Ordinance No. 98-30 may be waived upon the written recommendation of the County Manager that it is in the best interest of the County to do so and upon approval of the Board of County Commissioners by majority vote of the members present.

__X__ The firm does not have annual gross revenues in excess of $5,000,000.

_N/A_ The firm does have annual revenues in excess of $5,000,000; however, its Board of Directors is representative of the population make-up of the nation and has submitted a written, detailed listing of its Board of Directors, including the race or ethnicity of each board member, to the County's Department of Business Development, 175 N.W, 1st Avenue, 28th Floor, Miami, Florida 33128.

_N/A_ The firm has annual gross revenues in excess of $5,000,000 and the firm does have a written affirmative action plan and procurement policy as described above, which includes periodic reviews to determine effectiveness, and has submitted the plan and policy to the County's Department of Business Development 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128;

_N/A_ The firm does not have an affirmative action plan and/or a procurement policy as described above, but has been granted a waiver.

_X_ IV. MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County ____ has __X__ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County ____ has _X_ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

_X_ V. MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT (County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace
2. the firm's policy of maintaining a drug-free environment at all workplaces
3. availability of drug counseling, rehabilitation and employee assistance programs
4. penalties that may be imposed upon employees for drug abuse violations

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance No. 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare, economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

N/A VI. MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT (County Ordinance No. 142-91 codified as Section 11A-29 et. seq of the County Code)

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Dade County for each working day during each of twenty (20) or more calendar work weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty-four (24) month period, for medical reasons, 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 without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

X VII. DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions; The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

X VIII. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1(c) of the County Code)

Except for small purchase orders and sole source contracts, that above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes -- including but not limited to real and property taxes, utility taxes and occupational licenses -- which are collected in the normal course by the Dade County Tax Collector as well as Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

X IX. CURRENT ON ALL COUNTY CONTRACTS, LOANS AND OTHER OBLIGATIONS

The individual entity seeking to transact business with the County is current in all its obligations to the County and is not otherwise in default of any contract, promissory note or other loan document with the County or any of its agencies or instrumentalities.

_X_X. PROJECT FRESH START (Resolutions R-702-98 and 358-99)

Any firm that has a contract with the County that results in actual payment of $500,000 or more shall contribute to Project Fresh Start, the County's Welfare to Work Initiative. However, if five percent (5%) of the firm's work force consists of individuals who reside in Miami-Dade County and who have lost or will lose cash assistance benefits (formerly Aid to Families with Dependent Children) as a result of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the firm may request waiver from the requirements of R-702-98 and R-358-99 by submitting a waiver request affidavit. The foregoing requirement does not pertain to government entities, not for profit organizations or recipients of grant awards.

N/A_XI. DOMESTIC VIOLENCE LEAVE (Resolution 185-00; 99-5 Codified At 11A-60 Et. Seq. of the Miami-Dade County Code).

The firm desiring to do business with the County is in compliance with Domestic Leave Ordinance, Ordinance 99-5, codified at 11A-60 et. seq. of the Miami Dade County Code, which requires an employer which has in the regular course of business fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or proceeding calendar years, to provide Domestic Violence Leave to its employees.

I have carefully read this entire five (5) page document entitled, "Miami-Dade County Affidavits" and have indicated by an "X" all affidavits that pertain to this contract and have indicated by an "N/A" all affidavits that do not pertain to this contract.

By: Alina C. Delgado (Signature of Affiant) 3/13/06 (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 13 day of March 2006 by Alina C. Delgado. He/She is personally known to me or has presented Driver's License (Type of Identification) as identification.

(Signature of Notary) DD 492856 (Serial Number)

Dayme Mena (Print or Stamp of Notary) 11-21-09 (Expiration Date)

Notary Public – Stamp State of Florida (State)

Notary Seal

DAYME MENA
MY COMMISSION # DD 492856
EXPIRES: November 21, 2009
Bonded Thru Notary Public Underwriters

20

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. **This sworn statement is submitted to** Miami-Dade County

   By Alina C. Delgado, President & CEO
   (print individual's name and title)

   for Florida Venture Foundation
   (print Name of entity submitting sworn statement)

   whose business address is 782 NW LeJeune Road, Suite #348 Miami, Florida 33126

   and if applicable its Federal Employer Identification Number (FEIN) is 65-0849640
   If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. **I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.**

3. **I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.**

4. **I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:**
   1. **A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.**

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contact and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

   X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   N/A The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Alina C. Delgado
(Signature)

Sworn to and subscribed before me this 13 day of March, 2006.
Personally known Alina C. Delgado
OR Produced Identification Driver's License Notary Public - State of Florida
(Type of Identification) My commission expires 11-21-09

Dayme Mena
(Printed typed or stamped commissioned name of notary public)
Dayme Mena

DAYME MENA
MY COMMISSION # DD 492856
EXPIRES: November 21, 2009
Bonded Thru Notary Public Underwriters

Attachment F

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

PROGRESS REPORT

	Client				Employer					
	Last Name	First Name	Home Address	Daytime Phone Number	Name & Contact	Daytime Phone Number	GOB Project #	Project Name & Description	Period Employed	Reimbursement Request
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
	A letter from each clients employer(s) must be attached with this form to serve as documentation.								Total Reimbursement Funding Request	

MIAMI-DADE COUNTY OFFICE OF CAPITAL IMPROVEMENTS
BUILDING BETTER COMMUNTIES 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: Alex C. Delgado

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@fvfoutreach.com