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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: April 7, 2009

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

From: George M. Burgess
County Manager

Agenda Item No. 9(A)(3)

Resolution No. R-366-09

Subject: Amendment Two to the Training Contract with Florida Venture Foundation to Provide Mentoring, Training, and Placement of Students in the Construction Field

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Recommendation

It is recommended that the Board of County Commissioners approve Amendment Two (2) (Exhibit 1) to the existing contract between Miami-Dade County and Florida Venture Foundation (FVF) for the mentoring, training, and placement of students in the construction field. The proposed amendment eliminates the requirement that FVF place students on construction projects and reduces the contract amount by $100,000 to account for this change.

Scope

The scope of this contract is countywide.

Fiscal Impact/Funding Source

The original contract in the amount of up to $250,000 was funded by the Countywide general fund. The contract amount will be modified from $250,000 to $150,000, a reduction of $100,000.

Track Record/Monitor

The implementing entity is FVF, a Florida non-profit organization in existence since 2001. The monitoring agency is the County's Office of Capital Improvements, Johnny Martinez, P.E., Director.

Background

When the original contract with FVF was signed in May 2006, the need for trained construction workers for County projects was in great demand. This contract was awarded in an effort to have individuals trained and placed on County-funded construction projects. The past year has seen a dramatic change in the South Florida economy and throughout the country. Jobs are being eliminated on a monthly basis in all sectors of the economy, in particular, the construction industry.

The original terms of FVF's contract required them to provide mentoring and training to students in one or more trades in the construction field and place those students on projects funded by the County's Building Better Communities General Obligation Bond Program (BBC/GOB). The first amendment to the contract replaced, "...by the BBC/GOB" with, "...in whole or in part by any governmental agency." This change was made because at the time, the majority of BBC/GOB projects were in the design phase with only a small percentage of projects in the construction phase. The original terms of FVF's contract also required FVF to have a minimum of 75 students mentored, trained, placed, and remain employed on that project for a minimum of six months during the 12 month period following placement and complete 120 hours of training. The first amendment also extended the time in which students were required to complete their six months of employment from within 12 months to within 24 months. The first amendment also extended the overall time period of the contract from two years to three years. Under the current contract

FVF is required to reimburse the County $2,000 for each student that does not meet these requirements.

The payment structure in Section XIV of the contract is broken down into three categories: Start-up and Outreach $75,000, Training $75,000, and Placement and Retention $100,000. To date, FVF has mentored and provided training to over 75 students during the life of this contract. FVF has been paid $150,000 which includes payment for Start-up and Outreach and Training. FVF has mentored and provided training to over 75 students during the life of this contract.

The Placement and Retention portion of the contract valued at $100,000 was not completed by FVF to the County's satisfaction and therefore has not been paid. We have worked with FVF, and while they claim they have placed students on construction projects, they have not been able to provide the necessary documentation from the employer to satisfy our reimbursement requirements. This amendment deletes the Placement and Retention requirement in Section XIV of the amended contract and also eliminates the requirement for FVF to reimburse the County $2,000 for every each student that is not mentored, trained, and placed as required by the contract. This portion of the contract value will be deducted from the total contract amount. This amendment will effectively close out this contract.

for Assistant County Manager

MEMORANDUM
(Revised)

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

DATE: April 7, 2009

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

SUBJECT: Agenda Item No. 9(A)(3)

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**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(3)
4-7-09

RESOLUTION NO. R-366-09

RESOLUTION APPROVING A SECOND AMENDMENT TO A TRAINING CONTRACT BETWEEN MIAMI-DADE COUNTY AND FLORIDA VENTURE FOUNDATION DATED MAY 15, 2006, REDUCING THE CONTRACT AMOUNT FROM $250,000.00 TO $150,000.00

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 approves the second amendment to a Training Contract between Miami-Dade County and Florida Venture Foundation, 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 Jose "Pepe" Diaz and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman aye
Jose "Pepe" Diaz, Vice-Chairman aye

Bruno A. Barreiro	absent	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of April, 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

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Oren Rosenthal

AMENDMENT TWO TO TRAINING CONTRACT
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 _____, 2009.

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 Training Contract dated May 15, 2006 (the "Contract") providing for the funding and an Amendment on May 08, 2007. 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 amended 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 amended contract, namely in sections XIV PAYMENT SCHEDULE and Attachment A AGREEMENT PROGRAM NARRATIVE requiring placement and employment of FVF students is hereby deleted.

Section 4. The contract amount is being reduced from $250,000 to $150,000 and will be closed out by this amendment.

Section 5. The contract, along with the 1st and 2nd Amendments, constitute the sole and only agreements 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 _____, 2009.

FLORIDA VENTURE FOUNDATION

By: _____ 3/5/09
President & C.E.O Date

Attest:

By: _____ 3/5/09
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.

_____

FLORIDA VENTURE FOUNDATION

March 5, 2009

County Manager George M. Burgess
111 NW First Street
Suite # 2100
Miami, Florida 33128

Dear County Manager Burgess:

FVF has received $150,000 to date for the training of seventy five (75) individuals. FVF is not expecting to receive any additional funds from this Contract.

If you should have any questions please contact me at 305-444-9461.

Sincerely,

Alina C. Delgado
President & CEO

782 NW Le Jeune Road, Suite 348, Miami, FL 33126 Tel: 305.444.9461 Fax: 305.444.0981 www.fvfoutreach.com