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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: December 4, 2007

Agenda Item No. 10(C)(1)(B)

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

From: George M. Burgess
County Manager

R-1335-07

Subject: Memoranda of Understanding Between the National Coalition for the Homeless and Miami-Dade County through the Homeless Trust

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the Mayor or his designee to enter into a Memorandum of Understanding, (MOU) with the National Coalition for the Homeless. The attached MOU defines the responsibilities of the National Coalition for the Homeless and Miami-Dade County, through the Miami-Dade County Homeless Trust.

Scope

The MOU provides an AmeriCorps* VISTA member to perform services for the Miami-Dade County Homeless Trust related to Homeless Public Awareness activities including but not limited to the continued distribution of the Homeless Trust's Homeless Awareness Video and Curriculum to Miami-Dade County Public Schools. Miami-Dade County, through the Homeless Trust, will provide day-to-day supervision of the activities of the AmericaCorps* VISTA Member. As per the National Coalition for the Homeless Application twelve (12) Video showings or speaking engagements are required per month, for a total of one hundred forty-four (144) per year. The MOU is for a twelve month period commencing upon receipt of approval by the Board.

Fiscal Impact/Funding Source

The AmericaCorps* VISTA Member is paid through an agreement between the Corporation for National and Community Service (AmericaCorps* VISTA) and the National Coalition for the Homeless in Washington, DC. There is no cost in staffing to the County. The only financial obligation to the County is to provide a monthly Transit Pass to the AmericaCorps* VISTA member which is being requested from Miami-Dade Transit as an in-kind contribution. Should Transit be unable to comply with this request the cost to the County (Homeless Trust) will be $ 75.00 per month or $ 900.00 per year.

Track Record/Monitor

The agreement shall be monitored by the Homeless Trust. There have not been any prior agreements between the Homeless Trust and the National Coalition for the Homeless.

Background

The National Coalition for the Homeless in Washington, DC applied to the Corporation for National and Community Service (AmericaCorps* VISTA) for AmericaCorps* VISTA members to perform Homeless Public Awareness/Educational activities for Homeless Coalitions in the State of Florida. The National Coalition for the Homeless (NCH) was awarded the grant from AmeriCorps* VISTA and subsequently approached the Miami-Dade County Homeless Trust to determine our interest in serving as a project station and

obtaining a VISTA Member to perform Homeless Public Awareness and Educational Activities. The Homeless Trust was responsive to this offer and proceeded to work with the National Coalition for the Homeless (NCH) on the development of an MOU.

The purpose of this project is to increase awareness of homelessness which fits well within the mission of the Homeless Trust.

This MOU was approved by the Homeless Trust Board on September 28, 2007 and is moving forward with a favorable recommendation to the Board of County Commissioners.

Attachment

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: December 4, 2007

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

SUBJECT: Agenda Item No. 10(C)(1)(B)

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. 10(C)(1)(B)
12-04-07

Resolution R-1335-07

RESOLUTION AUTHORIZING MIAMI-DADE COUNTY THROUGH THE HOMELESS TRUST TO ENTER INTO A MEMORANDA OF UNDERSTANDING (MOU) WITH THE NATIONAL COALITION FOR THE HOMELESS FOR THE SERVICES OF AN AMERICACORPS* VISTA MEMBER TO PERFORM PUBLIC EDUCATION AND AWARENESS ACTIVITIES RELATED TO HOMELESSNESS AND FOR THE COUNTY TO SERVE AS A PROJECT STATION FOR THE VISTA MEMBER

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 Memorandum of Understanding between the National Coalition for the Homeless and Miami-Dade County through the Miami-Dade County Homeless Trust and authorizes the County Mayor or his designee to execute such MOU as are required following their approval by the County Attorney's Office; to file and execute any necessary amendments to the MOU for and on behalf of Miami-Dade County, Florida; and to exercise any amendment, modification, renewal, cancellation and termination clauses of the MOU on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Joe A. Martinez 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	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	absent
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	absent	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of December, 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.

Cynthia Johnson-Stacks

CORPORATION FOR NATIONAL SERVICE
AmeriCorps*VISTA

Project Number: 07VSSFL013

MEMORANDUM OF UNDERSTANDING

between

National Coalition for the Homeless
Michael Stoops, Project Director
2201 P St., NW
Washington, DC 20037-1033
Ph. 202-462-4822 x19

and

Miami-Dade County

This document defines the responsibilities of the National Coalition for the Homeless ("Sponsor") and Miami-Dade County ("Project Station") with respect to the assignment of up to (1) AmeriCorps*VISTA members to perform services to strengthen and supplement efforts to eliminate poverty and poverty-related human, social and environmental problems as specified in the AmeriCorps*VISTA Project Application and work plans. The obligations of the parties hereto are subject to the terms and conditions of the Memorandum of Agreement between the Corporation for National Service and the Sponsor, dated July 24, 2007, which is incorporated herein by reference, and federal laws and regulations and Corporation policies applicable to the project, or which may become applicable to it subsequent to the execution of this Agreement.

1. The Sponsor will:

   a. Comply with the provisions of the Memorandum of Agreement between the Corporation and the National Coalition for the Homeless. .

   b. Assist AmeriCorps*VISTA Project Stations in developing work plans for each assignment.

   c. Assist in the provision of pre-service, early service, and in-service training as specified in the Project Corporation.

   d. Assign AmeriCorps*VISTA members to Project Stations, matching interests

and skills with tasks to be accomplished in the approved work plans in the Project Application.

e. Provide support and supervision to AmeriCorps*VISTA members in administrative matters such as project assignment and transportation.

f. Retain full responsibility for the management and fiscal control of the project.

g. The Sponsor may transfer an AmeriCorps*VISTA member from one placement to another consistent with the project and Project Station needs.

h. The Sponsor shall indemnify and hold harmless the Project Station and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Project Station 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 Agreement by the Sponsor or its employees, agents, servants, partners principals or subcontractors. The Sponsor 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 Project Station where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

2. The Project Station will:

a. Provide acceptable work plans and a plan for the use of AmeriCorps*VISTA members prior to the assignment of the AmeriCorps*VISTA members.

b. Provide day-to-day supervision of the activities of the AmeriCorps*VISTA members.

c. Provide a bus pass to AmeriCorps*VISTA members to attend work-related meetings/events as indicated in the Agreement with the Sponsor.

d. Provide materials and supplies related to the performance of assignments and adequate working space to permit AmeriCorps*VISTA members to perform their assigned duties.

e. Cooperate with the Sponsor in implementing the individual career development plan for each low-income AmeriCorps*VISTA member as described in the Memorandum of Agreement.

f. Assist, when requested by the Sponsor, in reviewing performance of AmeriCorps*VISTA members.

g. Notify the Sponsor immediately regarding unscheduled termination of AmeriCorps*VISTA members and unscheduled changes of status and conditions of AmeriCorps*VISTA members, such as arrests, hospitalization, and absence without leave.

h. Maintain such records and accounts, and make such reports and investigations, concerning matters involving AmeriCorps*VISTA members and the project as the Corporation may require. The Project Station agrees to retain such records as the Corporation may require for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to the Corporation for the purpose of litigation, audit, or examination.

i. Allow AmeriCorps*VISTA members to participate in local emergency disaster relief efforts if needed.

j. Allow AmeriCorps*VISTA members to participate in Days of Service, i.e., Martin Luther King Holiday, National Volunteer Week, Make A Difference Day, should activities be organized in the communities where the members are in service.

k. Require AmeriCorps*VISTA members to undergo the County's background screening procedures. If, for any reason, the AmeriCorps*VISTA members fail to undergo the background screening or does not pass the background screening, the Project Station may refuse placement.

3. Joint Responsibilities

Both parties to this Memorandum of Understanding shall:

Make every reasonable effort to ensure that the health and safety of the AmeriCorps*VISTA members are protected during the performance of their assigned duties. Neither the Sponsor nor the Project Station shall assign or require AmeriCorps*VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.

Ensure that persons selected as AmeriCorps*VISTA members are not related by blood or marriage to project staff, sponsor staff, officers or members of the sponsor's Board of Directors, or responsible Corporation program staff.

4. Non-Discrimination

No person with responsibilities in the operation of the project shall discriminate against any AmeriCorps*VISTA member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.

5. Legal Restrictions

The Project Station agrees that no AmeriCorps*VISTA member assigned under this Agreement shall participate in or funds from the Corporation used in, the following activities when they would result in the identification of such programs with:

a. Partisan and non-partisan political activities, including voter registration.

b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.

c. Labor or anti-labor organization or related activities.

d. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

6. The Project Station further agrees not to:

a. Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing voters transportation to the polls.

b. Assign AmeriCorps*VISTA members to activities that would result in the hiring of or result in the displacement of employed workers, or impair existing contracts for services.

c. Accept, or permit the acceptance of compensation from the AmeriCorps*VISTA members or from beneficiaries for the service of the AmeriCorps*VISTA members.

d. Approve the involvement of any AmeriCorps*VISTA member assigned to it in planning, initiating, participating in, or otherwise siding or assisting in any demonstrations whatsoever.

7. Modifications

This Memorandum of Understanding may be amended at any time by an

Agreement in writing executed by authorized representatives of the Sponsor and the Project Station.

8. Duration

This Agreement shall become effective on November 13, 2007 and shall terminate on November 16, 2008, subject, however, to the terms of the paragraphs entitled "Duration" and "Termination" in the Memorandum of Agreement between the Corporation for National Service and the Sponsor dated July 24, 2007.

9. Termination

Any termination of the Memorandum of Agreement between the Sponsor and the Corporation will result in the termination of all provisions of this Memorandum of Understanding except for paragraph 2.h.

SPONSOR:	PROJECT STATION:
By: _____	By: _____
Michael Stoops	George M. Burgess
Title: Acting Executive Director	Title: County Manager
Date:_____	Date: _____