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

Memorandum

MIAMI-DADE COUNTY

Agenda Item No.9(A)(1)

Date: October 2, 2012

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the Execution of a Memorandum of Agreement with the Community Human Service Foundation, Inc. DBA Community Action Agency (CAA) Foundation for the Lease of One New 2012 Disabled Equipped and Wheel Chair Accessible Mini-Bus

Resolution No. R-803-12

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the County Mayor or the County Mayor's Designee to approve and execute the standard Memorandum of Agreement (MOA) identified as Attachment A, between Miami-Dade County (the County) and the Community Human Service Foundation Inc., a not for profit Florida corporation, DBA Community Action Agency Foundation, for the lease of one (1) new disabled equipped and wheelchair accessible mini-bus. The leasing of this vehicle will expand Miami-Dade County Community Action and Human Services Department's ability to provide transportation services to eligible disadvantaged individuals.

Scope

The impact of this Memorandum of Agreement is countywide.

Fiscal Impact/Funding Source

The fiscal impact to the County is minimal as the total annual costs for lease of the mini-bus is $1.00. This amount as well as all routine maintenance costs will be covered by General Fund.

Track Record/Monitor

The Department has leased vehicles from the CAA Foundation, Inc. obtained from participation in the Florida Department of Transportation (FDOT), Federal Transit Authority (FTA) 5310 Program since 1998. The person responsible for assuring all aspects of the MOA are complied with is Dr. Kent Cheeseboro, Transportation Unit Coordinator, Community Action and Human Services Department.

Background

The Community Action Agency Foundation (herein after referred to as the Foundation) is a not-for-profit corporation and is composed of members from the Community Action Agency (CAA Board) and private companies. The Foundation uses its resources (e.g., grants, donations, contributions, etc.) to assist CAHSD clients with needs that cannot be met through its programs or traditional public assistance programs (i.e. purchase food, clothing, medicine, rental assistance, transportation).

In February 2008, the Foundation applied for a grant to purchase a new van under the FDOT Federal Transit Authority 5310 Program. Since FDOT precludes governmental entities and agencies from applying for this particular grant, CAHSD was ineligible to directly apply. Although the Foundation received notification of the award on December 10, 2009, FDOT constraints precluded the Foundation from moving forward with the purchase of the vehicle. In November 2011, FDOT authorized the Foundation to purchase the vehicle. As such, one (1) new disabled and wheelchair accessible 2012 mini-bus was purchased on November 29, 2011 and was delivered to the Foundation on July 19, 2012.

The Foundation will lease the mini-bus to CAHSD for $1.00 per year for a period of five (5) years, with the option to extend the lease through the vehicles' productive life, whichever comes first. At the end of the leasing period and/or the productive life of the vehicle is realized, the Foundation will request release of lien from FDOT and upon approval, transfer ownership of the mini-bus to the Miami-Dade County. Pursuant to the FTA Transit Vehicle Inventory Management Vehicle Useful Life Standards, FDOT has classified this new mini-bus as a Type D, Transit Bus and mandated that the unit has a useful life of at least 150,000 miles.

It is recommended that the County lease this vehicle from the Foundation to expand CAHSD's current capacity for providing transportation services to disadvantaged and eligible clients.

Attachments

Russell Benford, Deputy Mayor

MEMORANDUM
(Revised)

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

DATE: October 2, 2012

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

SUBJECT: Agenda Item No. 9(A)(1)

Please note any items checked.

_____ **"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**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(1)
10-2-12

RESOLUTION NO. R-803-12

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A STANDARD MEMORANDUM OF AGREEMENT WITH THE COMMUNITY HUMAN SERVICE FOUNDATION, INC. DBA COMMUNITY ACTION AGENCY FOUNDATION, INC., FOR THE LEASE OF ONE NEW 2012 DISABLED EQUIPPED AND WHEEL CHAIR ACCESSIBLE MINI-BUS FOR $1.00 PER YEAR FOR A PERIOD OF FIVE YEARS

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 authorizes the County Mayor or the County Mayor's Designee to approve and execute a Standard Memorandum of Agreement for the lease of one disability equipped and wheel chair accessible mini-bus from the Community Human Services Foundation, Inc. a not for profit Florida corporation, DBA Community Action Agency Foundation. This vehicle will assist Miami-Dade County Community Action and Human Services Department to provide expanded transportation services to eligible clients; authorizes the County Mayor or the County Mayor's Designee to execute such contracts and agreements as are required by the Community Action Agency Foundation, Inc. following their review by the County Attorney's Office; to execute such other contracts as will serve to further the purposes described in the Memorandum of Agreement, and authorizes the County Mayor or County Mayor's Designee to file and execute any necessary amendments to the Memorandum of Agreement for and on behalf of Miami-Dade County,

Florida; and to exercise amendment, modification, renewal, cancellation and termination clauses of any contracts and agreements on behalf of Miami-Dade County, Florida.

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

Joe A. Martinez, Chairman			**aye**
Audrey M. Edmonson, Vice Chairwoman			**aye**
Bruno A. Barreiro	**aye**	Lynda Bell	**aye**
Esteban L. Bovo, Jr.	**absent**	Jose "Pepe" Diaz	**absent**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**absent**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**absent**
Xavier L. Suarez	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of October, 2012. 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: ***Christopher Agrippa***
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Estephanie S. Resnik

MIAMI-DADE COUNTY

COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT

AGREEMENT

This Agreement, made this ___ day of _____, _____, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County"), through its Community Action and Human Services Department (hereinafter referred to as "CAHSD"), 701 Northwest 1st Street, Miami- Florida, 33136, and Community Action Agency Foundation, Inc. a not for profit Florida corporation at 701 Northwest 1st Street, 10th Floor, Miami, Florida 33136, (hereinafter referred to as "Foundation"), states conditions and covenants for the lease of two mini-buses to CAHSD.

WHEREAS, the State of Florida, Department of Transportation (FDOT) has authorized the transfer of one 12-passenger, disabled equipped mini bus (Vehicle Vin#1GB6G5BG2C1159991), to the Foundation with the understanding that it is to be utilized solely for transporting transportation disadvantaged individuals; and

WHEREAS, CAHSD is committed to providing transportation services to transportation disadvantaged individuals; and

WHEREAS, the Foundation desires to transfer the aforesaid bus to CAHSD for the provision of specified transportation services to disadvantaged individuals;

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

1.1 The Foundation agrees:

a. Release one mini-bus to CAHSD for the expressed purpose of providing transportation services to transportation disadvantaged individuals at one dollar ($1.00) per year, for a period of five (5) years, with the option to extend through the vehicle's productive life. At the end of the time period, with FDOT's authorization, ownership of the vehicles will be transferred to the County, at no additional cost to the County.

1.2 The County agrees:

a. To adhere to all applicable terms and conditions of the agreement between the State of Florida, Department of Transportation and the Foundation, all of which are incorporated herein by reference.

b. CAHSD will cooperate with the Foundation in preparing and submitting, in a timely manner all federal, state and local government specified surveys, documents, and reports as required.

c. CAHSD will maintain daily transportation data reports detailing: dates of operation, number of one-way trips, amount of miles, and number of clients transported for each one-way trip. Also, transportation data reports will be maintained specifying weekly totals of one-way passenger trips, passengers' trip miles, hours of vehicle operation, and the number of ambulatory and non-ambulatory passengers.

d. CAHSD will provide the Foundation with annual certification of use for vehicles as required by the Florida Commission for the Transportation Disadvantaged (CTD). Also, a quarterly ridership report will be submitted detailing: average number of available passenger seats per vehicle trip, passenger trip mileage, and hours of vehicle operation.

e. CAHSD will maintain accurate records regarding insurance, driver salaries, maintenance and repairs necessary to determine actual cost per one-way trip.

f. CAHSD will adhere to the manufacturer's prescribed maintenance for the vehicles such as required oil changes and tire rotation.

g. CAHSD will provide the Foundation with a maintenance log containing all recommended and scheduled vehicle maintenance.

1.3 Both parties agree:

a. The Agreement shall become effective upon its execution by duly authorized representatives of each party.

b. The Foundation will lease the vehicle to the County on behalf of CAHSD at the cost of one ($1.00) per year, for a period of five (5) years, with the option to extend through the vehicle's productive life. However, this Agreement may be terminated at any time by mutual written consent or because CAHSD has failed to materially comply with the provisions of this agreement, and fails to correct the material non-compliance in a reasonable time.

c. The Foundation will work with CAHSD and the Miami-Dade Transit's Community Transportation Coordinator to achieve the goals and objectives (providing transportation services to transportation disadvantaged individuals) of the Florida Commission for Transportation Disadvantaged (CTD).

d. The vehicle will be covered under the County's self-insurance program pursuant to F.S. 768.28. Property damage costs related to damage and repair of the vehicle will be the responsibility of the Community Action and Human Services Department.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.

(SEAL)

Community Action Agency Foundation

ATTEST:

By: _____ By: _____

(Signature of Secretary) (Signature of President)

Type or Print Name Type or Print Name

ATTEST:

HARVEY RUVIN, CLERK MIAMI-DADE COUNTY, Florida

By: _____ By: _____

DEPUTY CLERK MAYOR

COMMUNITY ACTION AGENCY

RESOLUTION

RESOLUTION AUTHORIZING THE CHAIRPERSON OF THE BOARD TO ENTER INTO LEASE AGREEMENTS WITH MIAMI-DADE COUNTY AND TO BE AN AUTHORIZED SIGNATORY TO ENTER INTO SUCH AGREEMENTS WITH MIAMI-DADE

WHEREAS, the Community Action Agency Foundation, Inc. (CAA Foundation), a not for profit Florida corporation as defined in Section 273.01 (3) of the Florida Statutes, and is exempt from Federal Income Taxation by virtue of Section 501 of the Internal Revenue Code; and

WHEREAS, the CAA Foundation approves that the Chair of the Board is hereby authorized to enter into lease agreements with Miami-Dade County in reference to vehicles acquired by the Foundation and that the Foundation authorizes the present lease agreements

WHEREAS, CAA Foundation authorizes the Chairman to continue entering into lease agreements as vehicles and/or funding for purchase of vehicles become available

NOW THEREFORE BE IT RESOLVED BY THE COMMUNITY ACTION ANGECY FOUNDATION BOARD OF DIRECTORS, that;

The foregoing resolution was offered by Arthur McNeil who moved its adoption. The motion was seconded by Valda McKinney. The motion was approved.

The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of July, 2012.

Miltoria Fordham

Miltoria Fordham, Chair